
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, July 18, 2012
4:00 p.m. Closed Session, 6:30 p.m. Open Session
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

1.00 Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session - Items on Agenda)

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

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

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

1.04 Recess to Closed Session

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

a. Public Employee Performance Evaluation

(Pursuant to Government Code Section 54957)

Positions: Chancellor, Presidents and Vice Chancellors

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

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

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators

- 6. Classified Management
Administrative Director, Human Resources
- 7. Classified Staff
Board Office Assistant
Secretary
Military/Contract Education Tech, Intermediate
- 8. Reclassification and Reorganization/Reassignment
Interim Director, Business Services & Entrepreneurship
Food Service Operations Manager
Student Financial Aid Coordinator
- 9. Classified Temporary Assignments
- 10. Hourly Staff
- 11. Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- 14. Student Workers

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

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

- Coast Community College Association vs. Coast Community College District
Public Employment Relations Board Case No. LA-CE-5436-E
- Damian Rodriguez vs. George Phan et al., Orange County Superior Court Case
No. 30-2011-00445563
- William Miles vs. Golden West College et al., Orange County Superior Court
Case No. 30-2011-00504551
- Coast Federation of Classified Employees vs. Coast Community College District,
Public Employment Relations Board Case No. LA-CE-5682-E
- Scott Hays vs. Michael Mandelkern, Orange County Superior Court Case No.
30-2012-00584220-SC
- Janet Redding vs. California Community Colleges, et al., Sacramento County
Superior Court, Case No. 34-2012-00120487
- Coast Community College Association vs. Coast Community College District
Public Employment Relations Board Case No. LA-CE-5714-E

e. Conference with Legal Counsel: Anticipated Litigation

Significant exposure to litigation pursuant to sub-section "b" of Government Code
Section 54956.9. Three Cases:

Construction delays at Golden West College

f. Conference with Labor Negotiator
(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Andrew Jones, Chancellor and Dr. Deborah Hirsh, Vice
Chancellor of Human Resources

Employee Organizations:
Coast Federation of Classified Employees(CFCE),
Coast Community College Association-California Teachers
Association/National Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT),
Unrepresented Employees: Association of Confidential Employees (ACE),
Unrepresented Employees: Coast District Management Association (CDMA),
Educational Administrators

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

1.06 Pledge of Allegiance - Student Trustee Torre

1.07 Report of Action from Closed Session (if any)

1.08 Public Comment (Open Session)

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1.09 Presentations and Ceremonial Resolutions

1.09.01 Ceremonial Resolutions

1.09.02 Acceptance of Retirements

2.00 Special Presentation

2.01 Update on Bond Development and Informational Phase

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), and California Community College Trustees (CCCT)

3.03 The Board Directives Log

3.04 Buildings and Grounds Reports

3.05 Opportunity for the Board of Trustees to Review Revisions to Board Policies, and New or Revised Administrative Procedures

- 3.06 Approval of Letter Supporting Senate Bill 1456
- 3.07 Approval of Letters Supporting Senate Bills 1356 and 1466
- 3.08 Opportunity for the Board of Trustees to Review Proposed Board Policy "Code of Professional Ethics for All Employees of the Coast Community College District"
- 3.09 Opportunity for the Board of Trustees to Review Board Policy 2715, Code of Ethics for Members of the Board of Trustees

CONSENT CALENDAR

4.00 Travel

- 4.01 DIS - Authorization for Administratively Approved Travel
- 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
- 6.02 OCC - Student Trips
- 6.03 CCC - Student Trips

7.00 Authorization for Special Projects

- 7.01 DIS - Special Projects
- 7.02 GWC - Special Projects
- 7.03 OCC - Special Projects
- 7.04 CCC - Special Projects

8.00 Authorization to Apply for Funded Programs

- 8.01 DIS - Authorization to Apply for Funded Programs

9.00 Authorization to Enter into Standard Telecourse Agreements

- 9.01 CCC - Authorization to Enter Into Standard Telecourse Agreements

10.00 Approval of Clinical Contracts

- 10.01 GWC - Clinical Contracts
- 10.02 OCC - Clinical Contracts

- 11.00 Approval of Standard Agreements**
 - 11.01 DIS - Standard Agreements**
 - 11.02 OCC - Standard Agreements**
 - 11.03 CCC - Standard Agreements (Scope of Work)**
- 12.00 Authorization for Purchase of Institutional Memberships**
 - 12.01 DIS - Institutional Memberships**
 - 12.02 GWC - Institutional Memberships**
 - 12.03 OCC - Institutional Memberships**
- 13.00 Authorization for Off-Campus Assignments**
 - 13.01 CCC - Off-Campus Assignments**
- 14.00 Authorization for Community Activities**
 - 14.01 GWC - Community Activities**
- 15.00 Authorization for Sailing Program**
 - 15.01 OCC - Sailing Program**
- 16.00 Personnel Items**
 - 16.01 District**
 - a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations**
 - b. Authorization for Leaves of Absence**
 - c. Authorization for Contract Amendments Based upon Horizontal Salary Moves**
 - d. Authorization for Changes in Salary Schedules**
 - e. Authorization for Additional Assignments, Classified Staff**
 - f. Authorization for Professional Experts**
- 17.00 Authorization for Independent Contractors**
 - 17.01 DIS - Independent Contractors**
 - 17.02 GWC - Independent Contractors**
 - 17.03 OCC - Independent Contractors**

- 17.04 CCC - Independent Contractors
- 18.00 Authorization for Professional Development Program
 - 18.01 DIS - Professional Development
 - 18.02 OCC - Professional Development
- 19.00 Authorization for Staff Development
 - 19.01 GWC - Staff Development
- 20.00 Approval of Purchase Orders
 - 20.01 DIS - Purchase Orders
- 21.00 Ratification/Approval of Checks
 - 21.01 DIS - Ratification/Approval of Checks
- 22.00 Check List for General Obligation Bond Fund
 - 22.01 DIS - Check List for General Obligation Fund

DISCUSSION CALENDAR

- 23.00 Approval of Agreements
 - 23.01 DIS - Approve Non-Standard Agreement between Keenan and Associates and the Coast Community College District for Self Insured Workers' Compensation Claims Administration.
 - 23.02 DIS - Approval of Agreement for Special Services between the Coast Community College District and the Law Firm of Liebert Cassidy Whitmore.
 - 23.03 DIS - Approve Agreement between School Services of California, Inc., and Coast Community College District for Legislative/Bill Monitoring Services.
 - 23.04 DIS - Authorization to Purchase a Three-Year Maintenance Agreement from ROI Networks to Cover the District's Centralized Avaya Telephone Switch and Voice Mail System using CMAS Contract 3-09-70-1163B.
 - 23.05 GWC - Approve Non-Standard Agreement between Foundation for California Community Colleges and the Coast Community College District for Operation of BAR Smog Referee and Student Technician Training Program.
 - 23.06 GWC - Approve Non-Standard Agreement between Commission on Peace Officer Standards and Training (POST) and the Coast Community College District for Production of Training Video: Case Law Today and Legal Update.
 - 23.07 GWC - Approve Non-Standard Agreement between Peace Officer Standards and Training (POST) and the Coast Community College District for Dispatch Supervisory Course.

- 23.08 **OCC - Authorization to Enter into a Non-Standard Agreement between the Coast Community College District (Orange Coast College) and Cisco Corporation for the Purpose of Offering Instruction in the Cisco Networking Academy Program for Students Enrolled in the Information and Communications Technology Programs.**
- 23.09 **OCC - Approve Agreement between Pinnacle Landscape Company (Pinnacle) and the Coast Community College District (OCC School of Sailing and Seamanship) for the Purpose of Providing Landscape Maintenance Services at the OCC Sailing Facility.**
- 23.10 **CCC - Approve Agreement between Times Media Co., Ltd. and the Coast Community College District to Provide the Education Bound United States (EBUS) Program to Include English Language Assessment, Counseling and Instruction.**
- 23.11 **CCC - Approve Agreement between the Embassy Suites Sacramento and the Coast Community College District for the Location of the California Business Collaborative (CalBC) and Business Education Statewide Advisory Committee (BESAC) Annual Conference.**
- 23.12 **CCC - Approve Agreement between Kingston Technology Company, Inc. and the Coast Community College District to Provide English as a Second Language (ESL) Assessment and Training Services.**
- 24.00 **Buildings and Grounds Approvals**
 - 24.01 **DIS - Authorization for Approval and Submission of Cambridge West Partnership, LLC, 2014-2018 Five Year Construction Plan, for Orange Coast College, Golden West College, Coastline College and the District.**
 - 24.02 **DIS - Approve Standard Professional Services Agreement with UCMI, Inc., for Inspection Services, Orange Coast College Music Modernization Project.**
 - 24.03 **DIS - Approve Standard Architectural and Engineering Services Agreement with MVE Institutional, Orange Coast College RFQ No. 2007 for the Gymnasium Ceiling Retrofit Project.**
 - 24.04 **DIS - Approve Change Order No. 2, Coastline Community College Newport Beach Learning Center, Increment II, Bid No. 1992.**
 - 24.05 **DIS - Approve Change Order No. 2, Coastline Community College Newport Beach Learning Center, Increment II Rebid, Bid No. 1994.**
 - 24.06 **DIS - Authorization to Employ Sun Environmental Engineering Services for Asbestos Abatement Services at the Orange Coast College Music Building.**
 - 24.07 **DIS - Bid Tabulations and Award of Contract: Orange Coast College Temporary Chiller Music Modernization Project; Bid No. 2010.**
- 25.00 **General Items of Business**

- 25.01 DIS - Approval of Instructional Material Fees.
- 25.02 DIS - Dell and Apple Computer Purchase.
- 25.03 OCC - Naming of Classroom in Honor of Mary McChesney.
- 25.04 OCC - Naming of the Oscar Taylor Architectural Studio.
- 25.05 OCC - Independent Contractors Over \$50,000.
- 25.06 CCC - Independent Contractors Over \$50,000.
- 26.00 Resolutions
 - 26.01 Adoption of Resolution #12-24 Entering into an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care and Development Program Grant (CCTR-2167).
 - 26.02 Adoption of Resolution #12-25 Entering into an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center State Preschool Program Grant (CSPP-2325).
 - 26.03 Adoption of Resolution #12-26 Establishing the Appropriation Limit, Gann Initiative for 2012-2013.
- 27.00 Approval of Minutes
 - 27.01 DIS - Approval of Minutes
- 28.00 Close of Meeting
 - 28.01 Adjournment

PRELIMINARY MATTERS
(White Pages)

**Wednesday, July 18, 2012
Regular Meeting**

1. Preliminary Matters

Subject **1.01 - 1.09 Preliminary Matters**
Meeting Jul 18, 2012 - Regular Meeting
Category 1. Preliminary Matters
Access Public
Type Preliminary Matters

1.01 Call to Order at 4:00 p.m.

1.02 Roll Call

1.03 Public Comment (Items on Closed Session Agenda)

1.04 Recess to Closed Session

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

1.06 Pledge of Allegiance - Student Trustee Torre

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session)

1.09 Presentations and Ceremonial Resolutions

1.09.01 Ceremonial Resolutions

a. Coast Community College District Ceremonial Resolution Honoring Dr. Jack Scott, California Community Colleges Chancellor

Whereas, Dr. Jack Scott began his term as the 14th Chancellor of the California Community Colleges in 2009; and

Whereas, a former State Legislator and Community College Administrator, Dr. Jack Scott has demonstrated a strong commitment to community colleges and the opportunities they offer to millions of Californians each year; and

Whereas, prior to being elected to the State Senate, Dr. Jack Scott was President of Pasadena City College, having previously served as President of Cypress College, Dean of Instruction at Orange Coast College, and as teacher and administrator at Pepperdine University; and

Whereas, as a member of the State Legislature, Dr. Jack Scott served as Chair of the Senate Committee on Education and Senate Budget Subcommittee on Education, authoring 146 bills in the Assembly and Senate that were signed into law, including several key bills important to community colleges; and

Whereas, Dr. Jack Scott has been honored with Lifetime Achievement Awards from the Faculty Association of California Community Colleges, was named Alumnus of the Year at Claremont Graduate University and Abilene Christian University, and is the recipient of an honorary doctorate from Pepperdine University.

Now Therefore be it Resolved, on this day, the eighteenth day of July in the year two thousand and twelve, the Board of Trustees of the Coast Community College District hereby acknowledges Dr. Jack Scott for his many contributions to community colleges, and wishes him all the best in his upcoming retirement.

b. Coast Community College District Ceremonial Resolution Honoring Theresa Lavarini

Whereas, Theresa Lavarini served as the Golden West College Senate President from June 2010-2012, ending her term with the Senate's gratitude for her outstanding leadership, dedication and service regarding academic and professional matters, especially the defense of the 10+1; and

Whereas, Theresa Lavarini served as the Golden West College SLO Coordinator, an accreditation faculty leader, and on many college and District committees, most notably as GWC Chair of the Institute for Professional Development for three years, supporting faculty professional growth; and

Whereas, Theresa Lavarini has been nominated for GWC Teacher of the Year, GWC Charlie Sianez Exceptional Service Award, and volunteered as club advisor to the Catholic, Red Cross and Feminist Clubs during her 13 years as a full time English Assistant Professor, demonstrating her commitment to students and the campus community; and

Whereas, Theresa Lavarini will continue to play a role in faculty leadership through her work on the Institutional Effective Committee, the Academic Petitions Review Committee, as SLO Coordinator, and in whatever capacity the Senate President asks of her; and

Whereas, Theresa Lavarini has brought a sense of humor, passion for intellectual inquiry, and a talent for celebrating birthdays and holidays to her colleagues and students.

Now Therefore be it Resolved, on this day, the eighteenth day of July in the year two thousand and twelve, the Board of Trustees of the Coast Community College District hereby acknowledges Theresa Lavarini for her exemplary leadership on the Academic Senate and for her outstanding contributions to Golden West College, the students and community.

c. Coast Community College District Ceremonial Resolution Honoring Margaret Lovig

Whereas, Margaret Lovig brought the fledgling Paralegal Studies program to Coastline Community College when it opened its doors in 1976; and

Whereas, Margaret Lovig built and expanded the program until it received approval from the American Bar Association (ABA), and has continued to improve and grow the program through the years, conducting the ABA-required program review every year. Under her guidance, care and leadership, today it is an outstanding Paralegal Studies program; and

Whereas, in addition to serving as Department Chair for the Paralegal Studies program, Margaret Lovig has been involved in all aspects of Coastline life, serving on numerous committees, task forces and program review. She has served several times as Academic Senate President, has been Curriculum Committee Faculty Co-Chair, Co-Chair of the Accreditation Self-Study in 2006-2007, and continues her efforts on the Budget Committee and the Planning, Institutional Effectiveness and Accreditation Committee (PIEAC).

Additionally, for two years, Margaret Lovig served as the Le-Jao Center Dean and was very much appreciated by the faculty and those under her supervision; and

Whereas, with her unswerving commitment to equity and participatory government, and a great sense of humor, Margaret Lovig has touched the lives of many Coastliners, and has contributed enormously to what Coastline is today.

Now Therefore be it Resolved, on this day, the eighteenth day of July in the year two thousand and twelve, the Board of Trustees of the Coast Community College District hereby acknowledges Margaret Lovig for her exemplary leadership on the Academic Senate and for her outstanding contributions to Coastline Community College, the students and community.

d. Coast Community College District Ceremonial Resolution Commemorating the Funding of the Orange Coast College Music Classroom Modernization Project

Whereas, Orange Coast College was founded in 1946, and the music classrooms and facilities were originally constructed in 1954; and

Whereas, the Coast Community College District has expanded over the last 66 years; and

Whereas, through community changes and funding challenges, the College has continued its strong commitment to music education and maintained a tradition of academic excellence in the performing and fine arts; and

Whereas, modernization of the music classrooms and facilities was identified as a need in the Orange Coast College Facilities Master Plan and Vision 2020; and

Whereas, in 2006 the District submitted a project proposal seeking partial funding from the State Capital Outlay Bond Program for design and construction; and

Whereas, the State of California has not passed a school facilities bond since 2006 and has subsequently not funded capital outlay projects; and

Whereas, with the adoption of the 2011-2012 Budget Act, Orange Coast College Music Classroom Modernization was one of only three projects to be awarded State Capital Outlay funding; and

Whereas, it is anticipated that construction of the Orange Coast College Music Classroom Modernization will be completed by Summer 2013 and classes will occupy the renovated facility in Fall 2013.

Now, Therefore, Be It Resolved, on this day, the eighteenth day of July in the year two thousand and twelve, the Board of Trustees of the Coast Community College District, congratulates the administration and staff of Orange Coast College and the Coast Community College District Facilities Office for providing outstanding leadership and commitment in pursuing all available funding sources, maximizing our local financial resources, and ensuring excellence in and beyond the classroom.

1.09.02 Acceptance of Retirements

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

Faculty

Akers, Thomas M., OCC, Instructor, retirement effective 5/28/12
Conley, Brian E., GWC, Instructor, retirement effective 6/30/12
Keegan, Mary K., GWC, Instructor, retirement effective 5/28/12
Primich, Sue A., CCC, Counselor, retirement effective 7/1/12
Webb, Debbie K., OCC, Librarian, retirement effective 5/28/12

Classified

Conley, Margaret A., GWC, Resource Center Assistant, retirement effective 6/30/12

Thomas Akers

Whereas, Thomas Akers, Instructor, English, retired from Orange Coast College effective May 28, 2012; and

Whereas, Thomas Akers joined the Coast Community College District as a Special Education Instructor on September 4, 1975, and in August of 1985 he was hired as an English Instructor; and

Whereas, Thomas Akers received his Bachelor of Arts degree in English, and his Master of Arts degree in English from California State University, Fullerton. He also attended the University of Washington, Biola University and Chapman University, earning a Life Community College Credential in Language Arts and Literature: Special Education; and

Whereas, Thomas Akers taught at Newport Mesa Adult Education and Fairview State Hospital prior to joining the Coast Community College District; and

Whereas, Thomas Akers is wished all the best in retirement by his colleagues at Orange Coast College.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Thomas Akers on this day, the eighteenth day of July in the year two thousand and twelve.

Brian Conley

Whereas, Brian Conley, Program Assistant, retired from Golden West Community College effective June 30, 2012; and

Whereas, Brian Conley holds an Associate of Science degree from Sacramento City College, a Bachelor of Arts degree from California State Sacramento, a Master of Arts degree from California State Fresno, and has completed graduate studies at University of California, Los Angeles, Pepperdine, and Beaux-Arts in Geneva, Switzerland; and

Whereas, Brian Conley has been a Professor of Art since September 1975, teaching Introduction to Art, Drawing, and Printmaking Classes, has served as Department Chair for several years and participated on numerous Academic Committees; and

Whereas, Brian Conley was elected to the Board of Trustees for the Rancho Santiago Community College District in 1988, served as President of the Board five times, and was Chair of the Board's Policy Committee. In addition, Brian Conley served as the Regional State Coordinator for Association of Community College

Trustees in 2009, also participating in federal advocacy efforts spearheaded by them. Brian Conley was appointed by California Assembly Speaker John Perez to serve a five year term on the California Student Aid Commission; and

Whereas, in addition to these leadership positions, Brian Conley was an appointee of the California State Assembly to the Statewide Pupil Assessment Review Board, and in 1999 was appointed by Governor Gray Davis to the Board of Governors of the California Community College System, a position he held for four years; and

Whereas, Brian Conley served two years as an aide to California Congressman Jerome R. Waldie. As a member of the Orange County Community College Legislative Task Force, Brian Conley has also served as an advisor on higher education issues for California Assembly members, California State Senators, State Cabinet members, and Congressional leaders; and

Whereas, Brian Conley has received many awards and accolades including the National Trustee Leadership Award from ACCT, Advocate of the Year Award from the Faculty Association of California Community Colleges, Community College Leadership Award from the California Federation of Teachers, and Outstanding Alumni Awards from Sacramento City College and California State University, Sacramento. Brian Conley has also received Television Arts & Sciences "Emmy" nominations for educational productions he directed and produced; and

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Brian Conley on this day, the eighteenth day of July in the year two thousand and twelve.

Margaret Conley

Whereas, Margaret "Peggy" Conley, Program Assistant, retired from Golden West College effective June 30, 2012; and

Whereas, Peggy Conley began her career in the Golden West College Library Media Center as an hourly employee in 1979, and from there she transferred to the Women's Center. In 1982, Peggy Conley was hired at Orange Coast College to supervise a federally funded grant program that promoted, recruited and advised students interested in non-traditional career programs. Upon completion of the grant, Peggy Conley took time off to have a family and enrolled in library science classes, while working for the Assistant Director of Santa Ana Library. In 1988, Peggy Conley returned to the Golden West College Library on a full-time basis, and since 2000 has been a Program Assistant in the International Student Program.

Whereas, Peggy Conley is proud to have been appointed to the Huntington Beach Allied Arts Board where, during her five year tenure, she oversaw the transition of the gallery in the Central Library to the new Huntington Beach Art Center.

Whereas, Peggy Conley is looking forward to splitting her time between the mountain home she shares with her husband, retiring faculty member, Brian Conley, and Washington, D.C., where their daughter lives. She also plans to volunteer at the Smithsonian, finish writing a children's book, travel abroad, and hug trees.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Peggy Conley on this day, the eighteenth day of July in the year two thousand and twelve.

Mary Keegan

Whereas, Mary Kay Keegan, Instructor, Nursing, retired from Golden West College effective May 28, 2012; and

Whereas, Mary Kay Keegan joined the nursing faculty on August 27, 2001, and her first assignment was to develop and implement a psychiatric technician program; and

Whereas, Mary Kay Keegan was an asset to the new faculty; she took them under her wing and helped orientate the new faculty to the clinical setting. She was encouraging to new faculty, sharing with them the opportunities available, and did her best to make them feel at ease; and

Whereas, Mary Kay Keegan was very detail-oriented and worked diligently to ensure the students received the information and guidance necessary to become excellent nurses. She held students to high standards and, even though some students found her intimidating, many would return to visit her after working as Registered Nurses for many years, and attributed their professional success to the quality of her teaching; and

Whereas, Mary Kay Keegan's colleagues will remember her wearing her kelly green raincoat every St. Patrick's Day.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Mary Kay Keegan on this day, the eighteenth day of July in the year two thousand and twelve.

Sue Primich

Whereas, Sue Primich, Counselor, retired from Coastline Community College effective July 1, 2012; and

Whereas, Sue Primich began her career at Coastline on January 13, 1987, after receiving her Bachelor of Arts degree in Secondary Education from Western Michigan University, and her Master of Science degree in Counseling from California State University, Fullerton; and

Whereas, before joining the Coast Community College District, Sue Primich was a French and English teacher, Social Worker, and Counselor for a Title III Project; and

Whereas, Sue Primich recalls that she was the first full time counselor hired at Coastline and says that her twenty-five years at the college have been filled with numerous successes, changes and challenges. Having worked in education for most of her career, she feels that working with Coastline students has been one of the highlights.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Sue Primich on this day,

the eighteenth day of July in the year two thousand and twelve.

Debbie Webb

Whereas, Debbie Webb, Associate Professor and Librarian, retired from Orange Coast College effective May 28, 2012; and

Whereas, Debbie Webb is a third generation Southern Californian, and the first person in her family to attend college. She received her MLS degree from the University of Southern California, and also holds a Bachelor of Arts degree from California State University, Long Beach, and an Associate of Arts degree from East Los Angeles College; and

Whereas, prior to coming to Orange Coast College in 1984, Debbie Webb worked for seven years at Pasadena Public Library; and

Whereas, during her tenure at Orange Coast College, Debbie Webb was a prominent member of the curriculum committee for over two decades; and

Whereas, during retirement, Debbie Webb looks forward to more traveling, reading, attending the theater, movie watching and dancing with her husband, Michael.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Debbie Webb on this day, the eighteenth day of July in the year two thousand and twelve.

GENERAL INFORMATION AND REPORTS
(White Pages)

2. Special Presentation

Subject	2.01 Update on Bond Development and Informational Phase
Meeting	Jul 18, 2012 - Regular Meeting
Category	2. Special Presentation
Access	Public
Type	Informative Reports

On February 1, 2012, the Board of Trustees authorized the Internal Working Group (IWG) to proceed with information gathering regarding the facility and infrastructure needs identified in the District's master planning, Vision 2020. The Board also approved professional services agreements with consultants for Informational Campaign Consulting, Polling Services, Underwriting Services, and Bond Counsel. The purpose of this presentation is to report to the Board regarding the findings of the Internal Working Group, including:

- Brief Overview of Project Scope (Coast Colleges Internal Working Group)
- Results of Recent Polling (Dr. Richard Bernard, FM3)
- Analysis of Polling Results (Catherine Lew, Lew Edwards Group)
- Analysis of Underwriting/Finance Research (Ryan Vollmer, RBC Capital)
- Analysis of Draft Resolution and Ballot Language (David Casnocha, Stradling Yocca Carlson & Rauth)

3. Matters for Review, Discussion and/or Action

Subject	3.01 - 3.09 Matters for Review, Discussion and/or Action
Meeting	Jul 18, 2012 - 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

August 1, 2012 - Regular Meeting/Study Session
August 15, 2012 - Regular Meeting
September 5, 2012 - Regular Meeting also including Final Budget Adoption
September 19, 2012 - Regular Meeting
October 3, 2012 - Regular Meeting
October 17, 2012 - Regular Meeting/Study Session
November 7, 2012 - Regular Meeting
November 21, 2012 - Regular Meeting
December 12, 2012 - Regular/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)

October 10-13, 2012, Boston, MA, ACCT Leadership Congress
November 15-17, 2012, Los Angeles, CA, CCLC Annual Convention & Partner Conferences

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

Coastline College Newport Beach Learning Center

Architect: LPA Architecture
Construction Manager: CW Driver
DSA Approval (Phase II: Building Construction): May 2011
Est. Construction Start: August 2010 (Phase I: Site Preparation)
Est. Completion: October 2012
Funding: Measure C General Obligation Bond

Project Status: The project has encountered a few challenges in the past month, with the requirement by the Division of State Architects to install a smoke evacuation system in the building and the delayed receipt of glass, exterior metal panels, and storefront materials. Despite these hurdles, the project team has worked to re-sequence construction activities in order to maintain the project completion date of October 1, 2012. Drywall, ceiling, lighting, painting, and finishes are continuing to be installed rapidly with approximately 140

contractors onsite daily.

Orange Coast College Music Modernization

Architect: MVE Institutional

Construction Manager: Orange Coast College/District

DSA Approval: May 2012

Est. Construction Start: August 13, 2012

Est. Completion: April 30, 2013

Funding: Measure C G.O. Bond & State Capital Outlay Bond Program (50/50)

Project Status: The bid deadline for this project is July 19, 2012 at 10:00 a.m. After a "due diligence" review of the bid responses, a recommendation for award will be presented to the Board of consideration on August 1, 2012. Construction is scheduled to commence on 8/13/12.

3.05 Opportunity for the Board of Trustees to Review Revisions to Board Policies, and New or Revised Administrative Procedures.

These existing Board Policies were revised to reflect current state laws and regulations, and local practices. The Administrative Procedure component has been removed from the respective Board Policy and revised, or new associated Administrative Procedures have been created to conform with the CCLC standards and accreditation requirements:

BP 4225 (030-4-3) Course Repetition

AP 4225 (030-4-3) Course Repetition

BP 4235 (030-4-2) Credit by Examination

AP 4235 Credit By Examination

BP 4240 (030-4-4) Academic Renewal

AP 4240 Academic Renewal

After review by the Vice Presidents, Vice Chancellor of Educational Services and Technology, members of the Chancellor's Cabinet, and upon recommendation by the Chancellor, these revised Board Policies and revised or new Administrative Procedures are brought to the Board for first-reading and, based on Trustee review and input, will be returned for approval or ratification at the August 15, 2012 Agenda. (See Attachment #1)

3.06 Approval of Letter Supporting Senate Bill 1456

Senate Bill 1456 aims to dramatically improve services that support our students in their academic careers. After review of the Bill, the Legislative Affairs Committee is recommending to the Board of Trustees that they support this bill, and authorize the Board President to send a letter of support to the appropriate Legislative Committee. (See Attachment #2)

3.07 Approval of Letters Supporting Senate Bills 1356 and 1466

Senate Bills 1356 and 1466 would create a tax credit system that would incentive contributions to the Higher Education Investment Tax Credit Program Special Fund used to expand the Cal Grant Program, a cornerstone of California student financial aid system. After review of these Bills, the Legislative Affairs Committee is recommending to the Board of Trustees that they support these two companion bills and authorize the Board President to send a letter of support to the appropriate Legislative Committee. (See Attachment #3)

3.08 Opportunity for the Board of Trustees to Review Proposed Board Policy "Code of Professional Ethics for All Employees of the Coast Community College District."

Based on accreditation requirements, the District is required to have a Code of Ethics policy for its employees. This proposed Board Policy has been reviewed by members of Chancellor's Cabinet, the Academic Senates, the Personnel Committee, and District General Counsel.

At this time, Trustees have the opportunity to review the proposed Board Policy, "Code of Professional Ethics for all Employees of the Coast Community College District." Based on Trustee review and input, this item will be returned to the Discussion section of the August 15, 2012 Agenda for adoption. (See Attachment #4)

3.09 Opportunity for the Board of Trustees to Review Board Policy 2715 Code of Ethics for Members of the Board of Trustees

At this time, Trustees shall have the opportunity to perform an annual review of Board Policy 2715, Code of Ethics for Members of the Board of Trustees. Based on Trustee review and input, this policy will be returned for action at the July 25, 2012 Special Meeting. (See Attachment #28)

File Attachments

[July 18, 2012 Meeting.pdf \(74 KB\)](#)

[Letter of Support SB 1356.PDF \(34 KB\)](#)

[Letter of Support SB 1456.PDF \(36 KB\)](#)

[Letter of Support SB 1466.PDF \(35 KB\)](#)

[Proposed Code of Ethics Policy.pdf \(220 KB\)](#)

[BP 4225 \(030-4-3\) Course Repetition 7-10-2012.pdf \(50 KB\)](#)

[AP 4225 \(030-4-3\) Course Repetition 7-10-2012.pdf \(65 KB\)](#)

[BP 4235 \(030-4-2\) Credit by Examination 7-10-2012.pdf \(49 KB\)](#)

[AP 4235 Credit By Examination 7-10-2012.pdf \(73 KB\)](#)

[BP 4240 \(030-4-4\) Academic Renewal 7-10-2012.pdf \(56 KB\)](#)

[AP 4240 Academic Renewal Administrative Procedures 7-10-2012.pdf \(20 KB\)](#)

[BP 2715 \(010-2-1\) Code of Ethics for the Board of Trustees.pdf \(84 KB\)](#)



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
Meeting	Jul 18, 2012 - Regular Meeting
Category	4. Travel
Access	Public
Type	Consent

These items are listed for Board ratification, having been previously approved by the Chancellor due to extreme hardship or substantial impairment to the District, pursuant to Board Policy 6972.

ADMINISTRATIVE APPROVALS

June 14, 2012-July 10, 2012

Aureliano Cervantes, Inst Assoc-Weld Mach (OCC), to attend the 2012 Society of Manufacturing Engineers, June 2 - 7, 2012, Cleveland, OH, without loss of salary, with reimbursement for allowable expenses of \$2500, including a registration fee of \$495, travel by Air Coach, to be paid from IDRC Digital Manufacturing Grant - Categorical Funds. The reason for this revision is to change the travel return date due to airline cancelation of return flight.

Revised Admin. Approval: 6/27/2012

Kristin L Clark, Vice Pres, Stud Svcs (OCC), to attend the Association of Chief Business Officials Enrollment Management Workshop, July 12, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including a registration fee of \$75, travel by Air Coach, to be paid from Ancillary Account.

Administrative Approval: 6/19/2012

Kathleen J Franz, Instructor (OCC), to attend the Academic Plenary, February 24 - 25, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including a registration fee of \$290, to be paid from Academic Senate Professional Development, submitted after the fact for administrative approval due to late submittal to the President's Office.

Administrative Approval: 6/18/2012

Patrick G Gleason, Hourly Instructor (OCC), to attend the American Collegiate Rowing Association Rowing Championship, May 23 - 27, 2012, Gainesville, GA, without loss of salary, with reimbursement for allowable expenses of \$11,000, including travel by Air Coach, rental car and insurance, to be paid from Men's Crew Ancillary Funds. This included airfare, lodging and transportation for the novice teams of eights and fours and two coaches. Because of the short time period between the races, Pat Gleason had to buy the plane tickets, book the hotel and arrange van transportation using his own funds. The reason for this revision is to correct reimbursement amount.

Revised Admin. Approval: 6/20/2012

Raine L Hambly, Director-Career Services (OCC), to attend the Curriculum Institute, July 11 - 14, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$755, travel by Air Coach, to be paid from Grant Indirect Funds, submitted for late approval due to late submittal to President's Office.

Administrative Approval: 6/18/2012

Ryane N Jones, Instructor (GWC), to attend the Squaw Valley Conference, July 7-14, 2012, Lake Tahoe, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Administrative Approval: 6/27/2012

Bryan J Kramer, Instructor (GWC), to attend the 2012 Professional Automotive Career Training (PACT) Conference, July 7-13, 2012, Williamsport, PA, without loss of salary, with reimbursement for allowable expenses of \$1,565, including travel by Air Coach, to be paid from Auto Foundation Account.

Administrative Approval: 6/21/2012

Fabienne McPhail Naples, Vice President (GWC), to attend the Stanford Human Rights Education Initiative Symposium, June 8-11, 2012, Stanford, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including travel by Air Coach, rental car and insurance, to be paid from General Funds. The reason for this revision is to correct the dates of travel.

Revised Admin. Approval: 6/28/2012

Deborah G Orrill, Hourly Instructor (GWC), to attend the Mid-Scale Vermicomposting Seminar and Tour, June 29, 2012, Santa Monica, CA, without loss of salary, with reimbursement for allowable expenses of \$164, including a registration fee of \$69, to be paid from CBJT Grant. Administrative approval is being requested as the seminar occurs before the next Board meeting.

Administrative Approval: 6/15/2012

Richard T Pagel, Vice President (OCC), to attend the Association of Chief Business Officials Enrollment Management Workshop, July 12, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including a registration fee of \$75, travel by Air Coach, to be paid from Ancillary Account.

Administrative Approval: 6/19/2012

Hue T Pham, Dean (OCC), to attend the 12th International Conference on Diversity in Organizations, Communities and Nations, June 9 - 14, 2012, Vancouver, BC, Canada without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$450, travel by Air Coach, to be paid from CDMA Professional and Staff Development General Funds. The reason for this revision is to be reimbursed for lodging and travel expenses for an additional day due to late night and early meetings.

Revised Admin. Approval: 6/27/2012

Colleen D Rymas, Insur Claims Special (CCCD), to attend the Statewide Association of Community Colleges (SWACC), June 21 - 22, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Risk Services CFCE Conference Funds to attend claims and coverage meeting. Airfare and hotel to be covered by SWACC.

Administrative Approval: 6/13/2012

Michael R Warner, Instructor (CCC), to attend the Cisco Academy Conference, June 18-20, 2012, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$189, travel by Air Coach, to be paid from VTEA 1-C grant. Approval was granted at the campus on 5/16/12, but due to a clerical error, the travel request did not get released to the travel database system until 6/25/12.

Administrative Approval: 6/25/2012

Michael R Warner, Instructor (CCC), to attend the Cisco Live 2012, June 10-14, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$3,300, including a registration fee of \$1,995, to be paid from VTEA 1C Grant funds. Approval was granted at the campus on 5/16/12, but due to a clerical error, the travel request did not get released to the travel database system until 6/25/11.

Administrative Approval: 6/25/2012

John Weispenning, Vice President Instruction (OCC), to attend the Association of Chief Business Officials Enrollment Management Workshop, July 12, 2012, Sacramento, CA, without loss of salary, with

reimbursement for allowable expenses of \$375, including a registration fee of \$75, travel by Air Coach, to be paid from Ancillary Account.

Administrative Approval: 6/19/2012

Subject	4.02 DIS - Authorization for Attendance at Meetings and/or Conferences
Meeting	Jul 18, 2012 - Regular Meeting
Category	4. Travel
Access	Public
Type	Consent

(1) Meetings for the Board of Trustees

Jerry M Patterson, Board Member (DIST), to attend the Association Community College Trustees (ACCT) 43rd Annual Leadership Congress, October 8-17, 2012, Boston, MA, with reimbursement for actual expenses, including a registration fee of \$725, travel by Air Coach, to be paid from District Conference Funds. The reason for this revision is to revise the dates.

(2) Meetings for Faculty and Staff

Robin A Boyle, Mil/Cont Ed Tech Int (CCC), to attend the Coast Guard San Pedro Education Fair, August 13, 2012, San Pedro, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Contract Education ancillary funds.

Hoai-Huong D Bush, Counselor (GWC), to attend the UC Counselor Conference, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$40, to be paid from IPD AFT Conference Funds.

Rozanne M Capoccia-White, Cont Mil Ed Prog Ops Asst Mgr (CCC), to attend the Department of Defense Worldwide Conference 2012, July 23, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$400, including travel by Air Coach, to be paid from Contract Education Ancillary funds.

Jerry B Castillo, Counselor (GWC), to attend the UC Counselor Conference, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$40, to be paid from IPD AFT Conference Funds.

Wendy L Clark, Mil/Cont Ed Tech Int (CCC), to attend the Coast Guard San Pedro Education Fair, August 13, 2012, San Pedro, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Contract Education Ancillary Funds.

Julia L Clevenger, Exec Asst To Pres (OCC), to attend the BoardDocs Annual eGovernance Workshop, September 5 - 9, 2012, Park City, UT, without loss of salary, with reimbursement for allowable expenses of \$1,000, including travel by Air Coach, rental car and insurance, to be paid from President's Ancillary Budget.

Paula L Coker, Foundation Staff Aide (CCC), to attend the California Women's Conference, September 23-24, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$249, to be paid from Foundation Ancillary funds.

Lynn M Dahnke, Director, Marketing/Product Dev (CCC), to attend the National University Technology Network, September 12-19, 2012, Kansas City, MO, without loss of salary, with reimbursement for allowable expenses of \$1,100, including travel by Air Coach, rental car and insurance, to be paid from Ancillary OLIT funds.

Stephanie L Dumont, Counselor (GWC), to attend the UC Counselor Conference, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$40, to be paid from IPD AFT Conference Funds.

W. A Dunn III, Vice Chancellor (CCCD), to attend the Chancellor's Office State Budget Workshop, July 31, 2012, Rancho Cucamonga, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$85, to be paid from Administrative Services Management Conference Funds.

Nathaniel C Harrison, Coord Cont Ed Instr Services (CCC), to attend the Department of Defense's 24th Annual Professional Development and Training Symposium, September 22-28, 2012, Memphis, TN, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$150, travel by Air Coach, to be paid from Contract Education Ancillary funds.

Karen L Hinton, Counselor (GWC), to attend the UC Counselor Conference, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$120, including a registration fee of \$40, to be paid from IPD AFT Conference Funds.

Andrew C Jones, Chancellor (CCCD), to attend the Research & Planning Group 2012 Student Success Conference, October 3-5, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$450, to be paid from Chancellor's Office conference funds.

Mariam Khosravani, Exec Dir Cc Foundatn (CCC), to attend the California Women's Conference, September 23-24, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$249, to be paid from Foundation Ancillary funds.

Ashley B Lopez, Staff Aide - Foundation Office (CCC), to attend the California Women's Conference, September 23-24, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$249, to be paid from Foundation Ancillary funds.

Earnest G Marchbank, Counselor (GWC), to attend the UC Counselor Conference, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$40, to be paid from IPD AFT Conference Funds.

Laurie R Melby, Dir Tlcrs Pr & Tmdia (CCC), to attend the Coastline's Education Bound United States (EBUS) Program Site Visit, August 24-30, 2012, Ho Chi Minh, Vietnam without loss of salary, with reimbursement for allowable expenses of \$2,200, including travel by Air Coach, to be paid from Contract Education Ancillary funds.

Bradley A Moore, Informatn Sys Tch II (GWC), to attend the Gathering of Health Care Simulation Technology Specialists, August 2-4, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$400, travel by Air Coach, to be paid from RHORC trust funds.

Jimmy Nguyen, Counselor (GWC), to attend the UC Counselor Conference, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$40, to be paid from IPD AFT Conference Funds.

Tri D Nguyen, Counselor (GWC), to attend the UC Counselor Conference, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$120, including a registration fee of \$40, to be paid from IPD AFT Conference Funds.

Colleen D Rymas, Insur Claims Special (CCCD), to attend the Statewide Association of Community Colleges (SWACC), July 8 - 9, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Risk Services CFCE Conference Funds, to attend Claims and Coverage Committee meeting. Airfare and hotel to be covered by SWACC.

Michelle Y Sambrano, Counselor (GWC), to attend the UC Counselor Conference, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration

fee of \$40, to be paid from IPD AFT Conference Funds.

Russell A Terry, Counselor (GWC), to attend the UC Counselor Conference, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$40, to be paid from IPD AFT Conference Funds.

Daniela A Thompson, Admin Dir Fiscl Affr (CCCD), to attend the Chancellor's Office State Budget Workshop, July 31, 2012, Rancho Cucamonga, CA, without loss of salary, with reimbursement for allowable expenses of \$85, including a registration fee of \$85, to be paid from General Funds (Admin. Services) to get latest update on the State Budget and how it will affect the District.

Thao T Tran, Inst Assoc-Couns/Gdn (GWC), to attend the UC Counselor Conference 2012, September 20, 2012, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$40, to be paid from Copier Trust Funds.

Thao T Tran, Inst Assoc-Couns/Gdn (GWC), to attend the CSU Community College Counselor Conference, October 2, 2012, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$118, including a registration fee of \$65, to be paid from Copier Trust Funds.

Michael R Warner, Instructor (CCC), to attend the Cisco Academy Conference, June 18-20, 2012, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$189, to be paid from VTEA 1-C grant. The reason for this revision is to reimburse for mileage on personal auto in lieu of airfare, not to exceed coach airfare equivalency.

Sylvia L Worden, Assoc Dean/Director St Hlth Ct (OCC), to attend the Comprehensive Colposcopy, August 7 - 11, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including travel by Air Coach, to be paid from CDMA Professional and Staff Development Funds.

Linda K York, Counselor (GWC), to attend the UC Counselor Conference, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$120, including a registration fee of \$40, to be paid from IPD AFT Conference Funds.

5. Curriculum Approval

Subject **5.01 DIS - Curriculum Approval**
Meeting **Jul 18, 2012 - Regular Meeting**
Category **5. Curriculum Approval**
Access **Public**
Type **Consent**

Approval of New Courses

Approval of Programs/Options/Revisions/Suspensions/Retirements/Reinstatements

File Attachments

[Curriculum - 7-18-2012.docx \(27 KB\)](#)

Curriculum - July 18, 2012

Approval of New Courses

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

Golden West College

Effective Fall 2012

Automotive Technology G201 – Chassis and Drivetrain Specialist 1; 14.0 units

Semester length; 202 semester lecture hours, 158 semester non lecture hours; prerequisite: none; fee: \$30.00; grading method: student option. Auto G201 is the first of two training courses leading to the Option 1 - Auto Technology Chassis and Drivetrain Specialist Certificate. It covers three automotive technical areas: electrical, brakes, and manual transmissions. Students will be responsible for providing their own textbooks, personal safety equipment, protective clothing, a basic hand tool set, and project related materials.

Automotive Technology G202 – Chassis and Drivetrain Specialist 2; 9.0 units

Semester length; 126 semester lecture hours, 114 semester non lecture hours; prerequisite: Auto G201; fee:\$20.00; grading method: student option. Auto G202 is the second of two training courses leading to the Option 1 - Auto Technology Chassis and Drivetrain Specialist Certificate. It covers two automotive technical areas: Steering and Suspension, and Automatic Transmissions. Auto G202 has a prerequisite of Auto G201. Students will be responsible for providing their own textbooks, personal safety equipment, protective clothing, a basic hand tool set, and project related materials.

Automotive Technology G204 – Engine Performance Specialist 2; 9.5 units

Semester length; 144 semester lecture hours, 81 semester non lecture hours; prerequisite: Auto G203; fee: \$20.00; grading method: letter grade. Auto G204 is the second of two training courses leading to the Option 2 - Auto Technology Engine Performance Specialist Certificate. It covers two automotive technical areas: Engine Performance Advanced, and Basic Clean Air Car Course. Students will be responsible for providing their own textbooks, personal safety equipment, protective clothing, a basic hand tool set, and project related materials.

Approval of Programs/Options/Revisions/Suspensions/Retirements/Reinstatements

Approval of New Program/Options

The Coastline College and Golden West College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommends the following program be approved for inclusion in the curriculum:

Coastline College

Effective Fall 2012

**Associate in Science in Mathematics for Transfer (AS-T)
Transfer Degree**

<u>REQUIRED COURSES</u> (at least 12 units)		Units
MATH C180	Calculus 1	5.0
MATH C185	Calculus 2	5.0
MATH C280	Calculus 3	5.0

Choose a minimum of 6 units from Groups A and B below with at least 3 units from Group A.

Group A

Math C285	Introduction to Linear Algebra and Differential Equations	5.0	<input type="radio"/>
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Group B

PHYS C185	Calculus Based Physics: Mech	4.0	
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MATH C160	Introduction to Statistics	4.0	
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Total Program Units		21.0	
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6. Authorization for Student Trips

Subject **6.01 GWC - Student Trips**
Meeting Jul 18, 2012 - 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.

National Student Nurses Association Mid-Year Convention

Location: San Diego, CA

Date(s): November 8-12, 2012

Department: Student Activities

Cost/purpose/funding source: \$10,000 for transportation and lodging from CNSA Club and CNSA Foundation funds.

Regional Meeting of the California Student Nurse Association (Membership South)

Location: Hollywood, California

Date(s): August 18, 2012

Department: Student Activities

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

State Meeting of the California Student Nurse Association

Location: Irvine, California

Date(s): October 19-21, 2012

Department: Student Activities

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

Away Athletic Contests

Location: Various

Date(s): Fall 2012

Department: Health Ed/Kinesiology/Athletics

Cost/purpose/funding source: \$8,500 for entry fees from auxiliary and/or foundation funds.

Cross Country Overnight Trips Fall 2012

Locations & Dates:

September 6-8 @ San Diego

October 11-13 @ Walnut

November 16-18 @ Fresno (if qualified)

Department: Health Education/Kinesiology/Athletics

Cost/purpose/funding source: \$1,800 for lodging, transportation and meals from trust funds.

Men's Water Polo Overnight Trips Fall 2012

Locations & Dates:

September 12-16 @ Cuesta College

October 11-14 @ University of the Pacific/West Valley College

November 15-18 @ DeAnza College (if qualified)

Department: Health Education/Kinesiology/Athletics

Cost/purpose/funding source: \$3,000 for lodging, transportation and meals from trust funds.

Women's Water Polo Overnight Trips Fall 2012

Location & Dates:

September 5-9 @ American River College

September 27-30 @ Cuesta College

November 15-18 @ DeAnza College (if qualified)

Department: Health Education/Kinesiology/Athletics

Cost/purpose/funding source: \$3,000 for lodging, transportation, and meals from trust funds.

Subject **6.02 OCC - Student Trips**
Meeting Jul 18, 2012 - 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.

Fall 2012/Winter 2013 – OCC Overnight Athletic Trips

Transportation: District and Personal Vehicles

Men's Basketball, Coach: Steve Spencer
Assistant Coaches: Duy Tran, Steve Tamanaha, Guy Perry
November 8-12, Ventura Tournament, Ventura
December 12-16, Glendale Tournament, Glendale
December 26-30, College of the Canyons Tournament, Valencia
February 26-28, Southern California Regionals – 1st Round, TBA
February 29-March 3, Southern California Regionals – 2nd Round, TBA
March 8-10, Southern California Regional Finals, TBA
March 14-18, State Championships, Cosumnes River College, Sacramento

Football, Coach: Mike Taylor
Assistant Coaches: Doug Smith, John Young, Rudy Caamano, Stephen Fullmer, Joel Wittenberg
November 16-18, Bowl/Playoff, TBA
November 23-25, Southern California Finals, TBA
December 7-9, State Championship, TBA

Women's Basketball, Coach: Mike Thornton
Assistant Coaches: Steve Popovich, Teeya Fernandez, Val Katayama
November 9-12, Mt. SAC Tournament, Walnut
November 15-18, Palomar Tournament, San Diego
November 28-December 2, Cuesta Tournament, San Luis Obispo
December 19-23, San Diego Mesa Tournament, San Diego
December 27-31, Ventura Tournament, Ventura
February 26-28, Southern California Regionals – 1st Round, TBA
February 28-March 3, Southern California Regionals – 2nd Round, TBA
March 8-10, Southern California Regional Finals, TBA
March 14-18, State Championships, Cosumnes River College, Sacramento

Men's & Women's Cross Country, Coach: Marco Ochoa
Assistant Coaches: John Knox, Jeff Davis, Sue Davis, David Fier, Larry Knuth
September 6-9, Fresno Invite, Woodward Park/Fresno
October 11-13, Santa Barbara Invite, Santa Barbara
November 15-18, State Championships, Woodward Park/Fresno

Men's Soccer, Coach: Kevin Smith
Assistant Coaches: Glenn Strachan, Chris Ketcham, Peter Dang, Miguel Ochoa
November 16-18, Southern California Regionals – 1st Round, TBA

November 19-21, Southern California Regionals – 2nd Round, TBA
November 23-25, Southern California Regionals – 3rd Round, TBA
November 29-December 3, State Championships, TBA

Women's Soccer, Coach: Kevin Smith

Assistant Coaches: Glenn Strachan, Peter Dang, Heather Hutton, Chris Ketcham, Miguel Ochoa

August 30-September 1, Ventura Tournament, Ventura
November 16-18, Southern California Regionals – 1st Round, TBA
November 19-21, Southern California Regionals – 2nd Round, TBA
November 23-25, Southern California Regionals – 3rd Round, TBA
November 29-December 3, State Championships, TBA

Women's Volleyball, Coach: Chuck Cutenese

Assistant Coaches: Adrian Delgado, Dodi Drozd

September 5-7, Glendale College & Citrus College, Glendale/Glendora
November 19-21, Southern California Regionals – 1st Round, TBA
November 23-25, Southern California Regionals – 2nd Round, TBA
November 26-28, Southern California Regionals – 3rd Round, TBA
November 30-December 3, State Tournament, TBA

Men's Water Polo, Coach: Julian Gonzalez

Assistant Coach: N/A

October 11-14, Cuesta Tournament, San Luis Obispo
October 31-November 4, OEC Tournament, TBA
November 8-11, Southern California Regionals, TBA
November 15-18, State Championships, TBA

Women's Water Polo, Coach: Anthony Iacopetti

Assistant Coach: Adam Lee

September 20-23, Mt. Sac Tournament, Walnut
September 27-30, Cuesta Tournament, San Luis Obispo
October 4-7, Pasadena Tournament, Pasadena
October 31-November 4, OEC Championships, TBA
November 8-11, Southern California Regionals, TBA
November 15-18, State Championships, TBA

Associated Collegiate Press National College Media Convention

Location: Chicago, Ill

Date: October 31- November 4, 2012

Department: Journalism and Literature and Languages

Cost/Purpose/Funding Source: to an amount of \$5,700 for 2 students and one faculty advisor's conference registration airfare and hotel fees. To be paid from ASOCC funds

Transportation: Air

Honors Program/Honors Student Council Activities

Location: Various locations within the local five-county area

Dates: July 2012 —June 2013

Department: Academic Honors

Cost/Purpose/Funding Source: Total Amount \$800 per event; for materials, supplies, registration/admission costs, rentals, catering, refreshments, entertainment, speakers, awards, promotional items, printed items, gift cards, and miscellaneous expenses; Ancillary Funds, ASOCC funds, club funds,

fundraising, sponsorships, and student personal funds.

Transportation: District and personal vehicle.

Phi Theta Kappa Honor Society – Beta Mu Alpha Chapter at OCC

Location: Various locations within the local five-county area

Dates: July 2012 —June 2013

Department: Academic Honors

Cost/Purpose/Funding Source:Total Amount \$800 per event; for materials, supplies, registration/admission costs, rentals, catering, refreshments, entertainment, speakers, awards, promotional items, printed items, gift cards, and miscellaneous expenses; Ancillary Funds, ASOCC funds, club funds, fundraising, sponsorships, and student personal funds.

Transportation: District and personal vehicle.

Alpha Gamma Sigma Honor Society – Alpha Kappa Chapter at OCC

Location: Various locations within the local five-county area

Dates: July 2012 —June 2013

Department: Academic Honors

Cost/Purpose/Funding Source:: Total Amount \$800 per event; for materials, supplies, registration/admission costs, rentals, catering, refreshments, entertainment, speakers, awards, promotional items, printed items, gift cards, and miscellaneous expenses; Ancillary Funds, ASOCC funds, club funds, fundraising, sponsorships, and student personal funds.

Transportation: District and personal vehicle.

Mu Alpha Theta Honor Society – OCC Chapter

Location: Various locations within the local five-county area

Dates: July 2012 —June 2013

Department: Academic Honors

Cost/Purpose/Funding Source:Total Amount \$800 per event; for materials, supplies, registration/admission costs, rentals, catering, refreshments, entertainment, speakers, awards, promotional items, printed items, gift cards, and miscellaneous expenses; Ancillary Funds, ASOCC funds, club funds, fundraising, sponsorships, and student personal funds.

Transportation: District and personal vehicle

Alpha Beta Gamma Honor Society – Theta Zeta Chapter at OCC

Location: Various locations within the local five-county area

Dates: July 2012 —June 2013

Department: Academic Honors

Cost/Purpose/Funding Source:Total Amount \$800 per event; for materials, supplies, registration/admission costs, rentals, catering, refreshments, entertainment, speakers, awards, promotional items, printed items, gift cards, and miscellaneous expenses; Ancillary Funds, ASOCC funds, club funds, fundraising, sponsorships, and student personal funds.

Transportation: District and personal vehicle

Omega Psi Sigma Honor Society – Alpha Chapter at OCC

Location: Various locations within the local five-county area

Dates: July 2012 —June 2013

Department: Academic Honors

Cost/Purpose/Funding Source:Total Amount \$800 per event; for materials, supplies, registration/admission costs, rentals, catering, refreshments, entertainment, speakers, awards, promotional items, printed items, gift cards, and miscellaneous expenses; Ancillary Funds, ASOCC funds, club funds, fundraising, sponsorships, and student personal funds.

Transportation: District and personal vehicle

Phi Alpha Mu Honor Society at OCC

Location: Various locations within the local five-county area

Dates: July 2012 —June 2013

Department: Academic Honors

Cost/Purpose/Funding Source: Total Amount \$800 per event; for materials, supplies, registration/admission costs, rentals, catering, refreshments, entertainment, speakers, awards, promotional items, printed items, gift cards, and miscellaneous expenses; Ancillary Funds, ASOCC funds, club funds, fundraising, sponsorships, and student personal funds.

Transportation: District and personal vehicle

Subject **6.03 CCC - Student Trip**
Meeting Jul 18, 2012 - 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.

Conference/Activity: Various Activities
Location: Indicated Below
Dates: Indicated Below
Department: Fairview Developmental Center
Transportation: Fairview Developmental Center Bus

September 14 – Huntington Beach Pier, Huntington Beach
September 21 – Fashion Island, Newport Beach
September 28 – Environmental Nature Center, Newport Beach
October 5 – Irvine Park and Zoo, Orange
October 12 – Fullerton Arboretum, Fullerton
October 19 – Huntington Central Park, Huntington Beach
October 26 – Downtown Disney, Anaheim
November 2 – Te Winkle Park, Costa Mesa
November 16 – Fountain Bowl, Fountain Valley
November 30 – Charter Centre Cinemas, Huntington Beach
December 7 – South Coast Plaza, Costa Mesa
December 14 – Little Saigon, Westminster
January 4 – Nixon Library, Yorba Linda
January 11 – Huntington Beach Central Library, Huntington Beach

Conference/Activity: Various Activities
Location: Indicated Below
Dates: Indicated Below
Department: Special Programs and Services for the Disabled, Intellectual Disabilities (ID) Program
Transportation: District transportation

August 31 – Main Place Mall, Santa Ana
September 14 – Huntington Beach Pier, Huntington Beach
September 21 – Elwyn Industries, Fountain Valley
September 28 – Goodwill Industries, Santa Ana
October 5 – Ralphs/Costco, Fountain Valley
October 12 – Hoag Medical Center, Newport Beach
October 19 – McDonald's, Newport Beach
October 26 – Main Place Mall, Santa Ana
November 2 – Ralphs/Costco, Fountain Valley
November 9 – Elwyn Industries, Fountain Valley
November 16 – Goodwill Industries, Santa Ana
November 30 – Hoag Medical Center, Newport Beach

December 7 – McDonald's, Newport Beach
December 14 – Costa Mesa Square Shopping Center, Costa Mesa



7. Authorization for Special Projects

Subject 7.01 DIS - Special Projects
Meeting Jul 18, 2012 - Regular Meeting
Category 7. Authorization for Special Projects
Access Public
Type Consent

Project/Activity: District Wellness Committee Activities

Dates and Locations: July 1, 2012 - June 30, 2013; various events held at District and/or campus sites.

Purpose: Promote health and wellness among benefit-eligible District employees through participation in various activities at the District and/or campus sites. The District Wellness Committee offers health and wellness activities and information, including, but not limited to, flu shots, Weight Watchers, newsletters, and fitness workshops.

Cost/Funding Source: Not to exceed District Wellness Committee approved budget of \$20,000 (general funds).

Project/Activity: Administratively schedule volunteers to assist in college and District related activities for the academic school year. All records and lists of volunteers and their activities will be maintained in the President's office at each campus and/or the sponsoring District department.

Dates: August 27, 2012 - May 26, 2013

Department: Various departments at CCC, GWC, OCC and District Office

Purpose: Provide opportunity for volunteers to assist in college and District related activities.

Cost/Funding Source: \$0

Subject **7.02 GWC - Special Projects**
Meeting Jul 18, 2012 - Regular Meeting
Category 7. Authorization for Special Projects
Access Public
Type Consent

Foundation Managed Accounts Expenditures

Date(s): Summer and Fall 2012

Department: Foundation

Purpose: To allow purchasing from Foundation managed accounts. These accounts are individually funded through private and public donations provided by, or solicited from, the community, students, faculty and staff on campus. The funds are used to directly support student programs, activities and services as designated by donor(s), and include financial support for students and student programs and services, as well as financial support for student resources for campus instructional programs. There are currently 232 managed accounts housed in the Foundation.

Cost/purpose/funding source: \$45,000 for supplies, contractors, payroll, equipment, scholarships from Foundation managed funds.

Courtyard of Honor Ceremony

Date(s): October 25, 2012

Department: Foundation

Purpose: Donor and alumni recognition ceremony

Cost/purpose/funding source: \$18,000 for supplies, refreshments, installation services, and printing from Foundation funds.

Intercultural Program Events 2012/2013

Date(s): July 19, 2012 – June 30, 2013

Department: Student Activities/Intercultural Program

Purpose: Golden West College Intercultural Program to sponsor a variety of activities and events, including but not limited to community service, entertainment, speakers, field trips, fundraisers, drives, conferences/travel, donations, giveaways, equipment rentals, software, audio/visual fees, awards, gift cards, food and demonstrations throughout the 2012/2013 academic year. All activities and events will be individually submitted to the President's Office for approval. An advisor or designated staff member will be present at all times.

Cost/purpose/funding source: \$7,306 for various expenses from Intercultural Program account funds.

ASGWC and Club Events 2012/2013

Date(s): July 19, 2012 – June 30, 2013

Department: Student Activities

Purpose: Golden West College Associated Students and all officially registered Golden West College clubs in good standing are approved to sponsor a variety of activities and entertainment, including but not limited to musicians, speakers, food, awards, gift cards, raffle prizes, fundraisers, drives, conferences/travel, giveaways, community service, and demonstrations throughout the 2012/2013 academic year. Performances and activities will take place at pre-approved locations throughout Golden West College campus. The Student Activities Coordinator through the Student Activities Office will approve all special events. If necessary, the sponsoring program will pay all expenses and an advisor or designated staff member will be present at all times.

Cost/purpose/funding source: \$20,000 for various expenses from Associated Students and Club account

funds.

Fred Hoover Golf Tournament (GWC Baseball)

Date(s): November, 2012

Department: Health Education/Kinesiology/Athletics

Purpose: Fundraiser for baseball team.

Cost/purpose/funding source: \$25,000 for tournament expenses (deposit, fees, meals, awards, giveaways, and other related expenses) to be paid for by tournament entry fees of participants and auxiliary funds.

Men's & Women's Water Polo Tournaments

Date(s): Fall 2012

Department: Health Education/Kinesiology/Athletics

Purpose: Hosting two tournaments.

Cost/purpose/funding source: \$3,500 for payment of game officials and helpers from tournament entry fees of participants and auxiliary funds.

Clothing Sales Fundraiser

Date(s): August 2012 – December 2012

Department: Health Education/Kinesiology/Athletics

Purpose: Raise funds for sports programs.

Cost/purpose/funding source: \$3,000 for purchase of clothing from auxiliary and/or foundation funds.

Men's & Women's Cross Country Invitational

Date(s): September 21, 2012

Department: Health Education/Kinesiology/Athletics

Purpose: Hosting a cross country meet.

Cost/purpose/funding source: \$3,500 for payment of food, game officials, helpers and trophies from entry fees of participants and auxiliary funds.

Athletic Team Banquets

Date(s): November 2012 – January 2013

Department: Health Education/Kinesiology/Athletics

Purpose: Award ceremony for fall athletic teams.

Cost/purpose/funding source: \$1,000 for food, drinks, supplies, and awards from trust and/or foundation funds.

Nursing Student Association Family Lab Night

Date(s): September 29, 2012

Department: Student Activities

Purpose: Fundraising for student leadership opportunities

Cost/purpose/funding source: \$400 for food and supplies from GWC CNSA club funds.

California Nursing Student Association Hurst Review

Date(s): January 2-4, 2013

Department: Student Activities

Purpose: To provide a learning opportunity and donations to nursing club (GWC CNSA) for student nursing conferences

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

California Nursing Student Association Fundraiser

Date(s): July 19, 2012 – June 30, 2013

Department: Student Activities

Purpose: Raise funds for student nursing conferences by selling t-shirts, clipboards and other nursing items.

Cost/purpose/funding source: \$4,000 for supplies from CNSA Club Funds.

Nursing Student Welcome Luncheon

Date(s): August 20, 2012

Department: Student Activities

Purpose: Introduce incoming nursing students to the GWC student nurses association

Cost/purpose/funding source: \$400 for food and supplies from CNSA club funds.

Academic Senate Meetings & Events

Date(s): Fall 2012

Department: Academic Senate

Purpose: Academic Senate meetings and events

Cost/purpose/funding source: \$500 for refreshments from College Discretionary funds.

Nursing Program Special Events

Date(s): August 1, 2012 – July 31, 2013

Department: School of Nursing

Purpose: School of Nursing events, such as student pinning/ graduation ceremonies, receptions, new nursing student orientations and BBQs.

Cost/purpose/funding source: \$2,000 for food, supplies, decorations, and other as needed items from Foundation and Trust funds.

Nursing Simulation Lab Use

Date(s): July 19, 2012-June 30, 2013

Department: RHORC-HWI

Purpose: Use of nursing simulation lab for simulation workshops and HWI specialty courses.

Cost/purpose/funding source: \$3,000 for equipment and supplies from RHORC Trust or EWD grant funds.

Creative Teaching Strategies Workshop

Date(s): January 16, 2013

Department: HWI-RHORC

Purpose: Professional development workshop for nursing and allied health faculty.

Cost/purpose/funding source: \$4,000 for lodging for presenter, food, supplies from RHORC Trust or EWD grant funds.

Health Workforce Initiative Regional Advisory and Sub-Committee Meetings Los Angeles, Orange County, Inland Empire

Date(s): Sept/Oct 2012, January 2013, May/June 2013

Department: HWI-RHORC

Purpose: Required grant activity for regional advisory meetings- three or four each quarter in each region

Cost/purpose/funding source: \$6,000 for meeting space, food, supplies from RHORC Trust or EWD grant funds.

Team Meals

Date(s): July 2012 – December 2012

Department: HE/PE/Athletics

Purpose: Team bonding game meals

Cost/purpose/funding source: \$9,500 for meals and/or supplies from trust and/or fundraising funds.

Hosted Athletic Events/Meetings

Date(s): August, 2012 – June, 2013

Department: Health Ed/Kinesiology/Athletics

Purpose: Provide food and/or drinks for hosted events

Cost/purpose/funding source: \$2,500 for food, drinks and supplies from auxiliary and/or foundation funds.

Holiday Art Sale

Date(s): November 27-28, 2012

Department: Art

Purpose: Showcase student work

Cost/purpose/funding source: \$500 for refreshments, facilities, printing, and supplies from ASB and Art Department Foundation funds.

Art Gallery Show "Painting & Sculpture"

Date(s): September 6-27, 2012

Department: Art

Purpose: Educate our students and community on various art forms

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, supplies, guest speakers, and performers from Art Gallery Trust, ASB and Art Gallery Foundation funds.

Art Gallery Show "Day of the Dead"

Date(s): October 11 – November 1, 2012

Department: Art

Purpose: Educate our students and community on various art forms

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, supplies, guest speakers, and performers from Art Gallery Trust, ASB and Art Gallery Foundation funds.

Art Gallery Show "Drawing & Painting & Photo"

Date(s): November 15 – December 13, 2012

Department: Art

Purpose: Educate our students and community on various art forms

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, supplies, guest speakers, and performers from Art Gallery Trust, ASB and Art Gallery Foundation funds.

Art Gallery Show "Digital Art/3 Dimensional"

Date(s): March 21 – April 18, 2013

Department: Art

Purpose: Educate our students and community on various art forms

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, supplies, guest speakers, and performers from Art Gallery Trust, ASB and Art Gallery Foundation funds.

Art Gallery Show "2013 Student Show"

Date(s): May 2-22, 2013

Department: Art

Purpose: To provide students with the opportunity to experience having their art work displayed in a professional gallery, and to expose the campus and community to the quality of art experiences offered at Golden West College.

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, supplies, guest speakers, and performers from Art Gallery Trust, ASB and Art Gallery Foundation funds.

Art Gallery Show "Plein Air Painting"

Date(s): February 7 – March 7, 2013

Department: Art

Purpose: Educate our students and community on various art forms

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, supplies, guest speakers, and performers from Art Gallery Trust, ASB and Art Gallery Foundation funds.

Symphonic Band Concert "Fall into Winter"

Date(s): December 4, 2012

Department: Music

Purpose: Student Symphonic Band concert

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

Symphonic Band Concert "Spring into Summer"

Date(s): May 14, 2013

Department: Music

Purpose: Student Symphonic Band concert

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

Jazz Band Concert "Have a Jolly, Jazzy Christmas"

Date(s): November 26, 2012

Department: Music

Purpose: Student Big Band fall concert

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, and supplies from Jazz Band Trust, ASB funds, to be covered by admission fees (\$15 general; \$13 ASB/GWC, seniors and children under 12).

Jazz Band Concert "Swingin' into Spring"

Date(s): May 20, 2013

Department: Music

Purpose: Student Big Band spring concert

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, and supplies from Jazz Band Trust, ASB funds, to be covered by admission fees (\$15 general; \$13 ASB/GWC, seniors and children under 12).

International Student Program Fall 2012 Orientation

Date(s): August 24, 2012

Department: International Student Program

Purpose: Required orientation for new international students

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

Semi Annual Math Competition

Date(s): September 14, 2012

Department: Math/Sciences

Purpose: To showcase student mathematical knowledge.

Cost/purpose/funding source: \$340 awards and registration from Math Competition Foundation funds.

Semi Annual Math Competition

Date(s): March 15, 2013

Department: Math/Sciences

Purpose: To showcase student mathematical knowledge.

Cost/purpose/funding source: \$340 awards and name plate from Math Competition Foundation funds.

New Student Council Leadership Training

Date(s): July 19, 2012 – June 30, 2013

Department: Student Activities

Purpose: Work on goals, team building, and leadership development

Cost/purpose/funding source: \$500 for speakers, food, and supplies from student leadership funds.

College Preview Day

Date(s): March 7, 2013

Department: Special Events/Administrative Services

Purpose: Host local district high school students on campus for an educational day about Golden West College.

Cost/purpose/funding source: \$20,000 for transportation, food, entertainment, publications, giveaways, gift cards, donations, fundraisers, t-shirts, rental equipment, speakers, decorations and other items needed from General, Associated Students, and Financial Aid funds.

District sponsored Chicano/Latino College Day

Date(s): November 16, 2012

Department: Administrative Services/Special Events

Purpose: To encourage and inspire local high school students to attend college and provide a motivational day.

Cost/purpose/funding source: \$11,000 for transportation, food, entertainment, publications, giveaways, gift cards, donations, fundraisers, rental equipment, t-shirts, speakers and decorations from Promotions General funds, Associated Students Trust funds, and Foundation funds.

Environmental Sustainability Advisory Committee's Donation to NaturalistForYou

Date(s): July 19, 2012

Department: Student Activities

Purpose: Donation given to NaturalistForYou

Cost/purpose/funding source: \$25 donation from Environmental Sustainability Advisory Committee funds.

Vietnamese Student Association End-of-the-Year Banquet

Date(s): May 26, 2012

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: \$900 for scholarship awards, food and supplies from VSA club funds.

(Item is being submitted for approval after the fact because the club advisor was out on vacation and not available for approval of funds usage.)

Refreshments for Campus Meetings (Managers Meetings, Chancellor's Cabinet, Forums, etc.)

Date(s): Spring & Summer 2012

Department: President's office

Purpose: Refreshments for campus meetings

Cost/purpose/funding source: \$1,000 for refreshments from President's Discretionary funds.

(Revision is to add summer. Previous Board action: 1/18/12.)

Subject 7.03 OCC - Special Projects
Meeting Jul 18, 2012 - Regular Meeting
Category 7. Authorization for Special Projects
Access Public
Type Consent

OCC Recycling Center Meeting and Events

Date: 2012-2013 Fiscal Year

Department: OCC Recycling Center

Purpose: To host various functions and meetings for the recycling department and community during the 2012-2013 school year. Function and activity expenses to include food.

Cost/Purpose/Funding Source: To an amount of \$900 to be paid by ASOCC funds.

Omega Psi Sigma Honor Society – Scholarship Run

Date: January 21, 2013

Department: Honors

Purpose: The first annual fun-runs (2K, 5K, 10K) specifically held in order to raise funds for scholarships to be awarded at the annual OCC Honors Night. Open to the public.

Cost/Purpose/Funding Source: NTE \$20,000 for expenses to include, but not limited to, printing, refreshments, supplies, decorations, t-shirts, numbered bibs, prizes, awards, services, equipment rentals, advertising and promotion. To be paid from registrations, donations, sponsorship fees, and OPS/ASOCC funds

General Activities for Children's Center

Date: 2012-2013

Department: Harry and Grace Steele Children's Center

Purpose: Special events held during the year to include overnight camp-outs on Children's Center grounds (to include parents); annual Trike-a-thon fundraiser; annual Fall Festival/Literacy Night; annual Thanksgiving Feast; ASOCC Santa visit and activities; annual Holiday Faire; winter and spring book fair; Spring Literacy Night, Summer Literacy Night, Teach Appreciation Dinner monthly Saturday garden work parties, summer garden work evenings; parent orientation nights, evening Parent enrichment activities, student parent budget update meetings, family picnics at local parks; fundraising events; onsite special events; National Charity League literacy and play events; and improvement activities with outside groups such as the Kiwanis Club; National Charity League and Eagle Scout projects.

Cost/Purpose/Funding Source: Cost dependent upon type of event, to include refreshments, supplies, advertising and other expenses related to the event. To be paid from Foundation and ASOCC funds

Fellowship of Christian Athletes Football Camp

Date: July 23-26, 2012

Department: OCC Kinesiology & Athletics

Purpose: The OCC football coaches, full and part-time to host the Fellowship of Christian Athletes Football Camp at OCC in order to promote the OCC campus, its facilities, and the football program. The campus will allow local student-athletes the opportunity to use OCC facilities.

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

Events and Meetings

Date: 2012 - 2013

Department: OCC Student Health Center

Purpose: To host various health focused events on campus annually.

Cost/Purpose/Funding Source: Up to \$1,000 per event for refreshments, supplies, advertising and other items related to the event to be paid from ASOCC, Foundation or ancillary funds.

Alcoholics Anonymous Meetings

Date: 2012 - 2013

Department: OCC Student Health Center

Purpose: To promote/host the campus AA group as part of its comprehensive alcohol program.

Cost/Purpose/Funding Source: No cost to the campus. AA is a self-sufficient group.

Dental services, including dental exams and dental hygiene, to continue to be provided to OCC students through the dental assisting program at OCC, assisted by the OCC Student Health Center.

Date: July 19, 2012 through June 30, 2013

Department: OCC School of Allied Health Professions and OCC Student Health Center

Purpose: This program provides a convenient, low-cost dental resource on campus that many ace students currently need. This program is an important teaching resource for the Dental Assisting Program, providing the dental assisting students with clinical experience. Professor Joy Myers of the OCC Dental Assisting Program provides the leadership for this student service using the dental assisting students, a dental hygienist, and a dentist to provide dental exams and cleaning at low cost to OCC students. Students needing services beyond the scope of this program are referred to local dental practices. This program is based in the Allied Health building, and the dentist and dental hygienist are hired by the Division of Consumer and Health Sciences. The OCC Student Health Center schedules appointments, accepts payments, and makes deposits into an ancillary account on behalf of this program. Dr. Lester Lim, DDS, and Jennifer Rafferty, Dental Hygienist, are both independently insured in their private practices and while providing professional services at OCC. This program is self-supporting. Fees paid by students pay for all supplies and all payments for professional services.

Cost/Purpose/Funding Source: Income to OCC Ancillary Fund account established by the School of Allied Health Professions.

Project/Activity: Exhibition – Title TBA

Date: August 25, 2012 through October 13, 2012

Opening reception: September 5, 2012 and September 8, 2012 5-8 pm.

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

Purpose: Art exhibit, installation, printing, reception, catering, music, misc. supplies, installation, art lecture.

Cost/Purpose/Funding Source: Expenses to an amount of \$1,000. To be paid by from ASOCC.

Project/Activity: Exhibition – Title TBA

Date: August 11, 2012 through October 30, 2012

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

Purpose: Art pick up and delivery.

Cost/Purpose/Funding Source: Expenses to an amount of \$500. To be paid from ASOCC funds.

Project/Activity: OCC Faculty and Staff exhibition

Date: October 24, 2012 through December 17, 2012 Opening reception and lectures: October 24, 2012 5-9 pm and November 14 and 17, 2012 5-9pm.

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

Purpose: Art exhibit, installation, printing, reception, catering, misc. supplies.

Cost/Purpose/Funding Source: Expenses to an amount of \$1,200. To be paid from ASOCC.

Project/Activity: OCC Faculty and Staff Exhibition

Date: October 15, 2012 through December 21, 2012

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

Purpose: Art pick up and delivery of art.

Cost/Purpose/Funding Source: Expenses to an amount of \$400. To be paid from ASOCC.

Project/Activity: The OCC Kinesiology & Athletics Division will be hosting a campus luncheon to announce the new division name and to thank various departments on the OCC campus for all that they do for our division. Lunch will be served and t-shirts will be given out.

Date: July 26, 2012

Department: OCC Kinesiology & Athletics

Purpose: To announce the new division name and thank campus departments for their help.

Cost/Purpose/Funding Source: The approximate cost will be \$500 for refreshments and will be paid from the OCC Foundation.

Project/Activity: Foundation Meetings & Receptions

Date: July 1, 2012 through June 30, 2013

Department: Foundation and various Foundation supported fundraising groups and committees.

Purpose: To host breakfast, lunch or dinner in support of Foundation activities

Cost/Funding source: Expenses not to exceed \$1,000 per event paid from Foundation funds.

Project/Activity: Friends of the Library Lectures, Film Festivals, Book Sales

Date: July 1, 2012 through June 30, 2013

Department: Foundation and Library

Purpose: Fundraisers for the Friends of the Library

Cost/Funding source: Expenses to an amount of \$200 for lectures and book sales, and to an amount of \$2100.00 per event to be paid from proceeds and Foundation Funds.

Project/Activity: Orange County Children's Book Festival

Date: September 30, 2012

Department: Foundation and timeless Learning, LLC

Purpose: Community Outreach and to promote literacy.

Cost/Funding: Expenses of \$10,000 from event proceeds and Foundation funds.

Revision to Previous Board Action

National Intercollegiate Soccer Officials Association (NIOA) Meeting

Date: July 28, 2012

Location: OCC track and Lecture Hall

Department: OCC Kinesiology & Athletics

Purpose: Full-time faculty member (and head coach) Kevin Smith to host this annual soccer officials meeting on the OCC campus. The meeting will promote awareness of the college facilities and the men's and women's soccer programs.

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

Subject **7.04 CCC - Special Projects**
Meeting Jul 18, 2012 - Regular Meeting
Category 7. Authorization for Special Projects
Access Public
Type Consent

Event Sponsorship: Council of College and Military Education Symposium

Date: February 24-27 2013

Location: Hilton San Diego Bayfront Hotel

Department: Military/Contract Education

Purpose: Outreach and Marketing

Cost/purpose: \$3,500/Distribute Padfolio and pen marketing tools to approximately 1,000 conference attendees; Clickable link to CCC website in program.

Funding source: Contract Education ancillary funds

Business Education Statewide Advisory Committee (BESAC) Meetings

Date: Various dates between July 19, 2012 and June 30, 2013

Location: Various locations

Department: Office of Instruction

Purpose: Advisory committee to the State Chancellor's Office

Cost/purpose/funding source: \$5,000/Materials, Speakers, Presenters, Training, Marketing, Travel, and Refreshment expenses covered by the Business Education Statewide Advisory Committee (BESAC) contract funds, Business Education Statewide Advisory Committee (BESAC) Foundation funds, and California Business Collaborative (CalBC) grant funds.

29th Annual California Business Collaborative (CalBC) and Business Education Statewide Advisory Committee (BESAC) Staff Development Conference.

Date: April 10 - 13, 2013

Location: Embassy Suites, Sacramento

Department: Office of Instruction

Purpose: Host annual conference as required by the California Business Collaborative (CalBC) grant.

Cost/purpose/funding source: \$35,000/Conference Rooms, Breakout Rooms, Audiovisual Equipment Rental, Meals, Refreshments, Speakers, Presenters, Training, Marketing and Travel expenses covered by the Business Education Statewide Advisory Committee (BESAC) contract funds, Business Education Committee (BESAC) Foundation funds, and California Business Collaborative (CalBC) grant funds.

California Business Collaborative (CalBC) Meetings

Date: Various dates between July 19, 2012 and June 30, 2013

Location: Various locations

Department: Office of Instruction

Purpose: Business collaborative to the State Chancellor's Office

Cost/purpose/funding source: \$5,000/Materials, Speakers, Presenters, Training, Marketing, Travel and Refreshment expenses covered by California Business Collaborative (CalBC) grant funds, Business Education Statewide Advisory Committee (BESAC) contract funds, and Business Education Statewide Advisory Committee (BESAC) Foundation funds.

Navy College Program for Afloat College Education (NCPACE) Partner Meeting

Date: July 25, 2012; 11:30 a.m. – 1 p.m.

Location: MGM Grand, Las Vegas, Nevada
Department: Contract Education
Purpose: Provide policy/operation updates to partners
Cost/purpose/funding source: \$1,150/Materials and Refreshments
Funding Source: Contract Education ancillary funds

Special Events

Date: Various dates throughout the 2012-13 Academic Year
Location: Costa Mesa Center and Newport Beach Center
Department: Special Programs and Services for the Disabled
Purpose: Various
Cost/purpose: Varying cost dependant on the event and number of participants.
Funding source: Special Programs Foundation funds

Acquired Brain Injury Ice Cream Social and Award Ceremony

Date: May 22, 2013; 10:00 a.m. – 12:30 p.m.
Location: Newport Beach Center
Department: Special Programs and Services for the Disabled, Acquired Brain Injury (ABI) Program
Purpose: ABI Student Recognition and Fundraiser
Cost/purpose: \$1,000/Materials and Refreshments
Funding source: Special Programs Foundation funds

8. Authorization to Apply for Funded Programs

Subject	8.01 DIS - Authorization to Apply for Funded Programs
Meeting	Jul 18, 2012 - Regular Meeting
Category	8. Authorization to Apply for Funded Programs
Access	Public
Type	Consent

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

Coast Community College District has been awarded funding from the 2012-2013 California Community Colleges Chancellor's Office Carl D. Perkins Career and Technical Education Act of 2006, Title 1-C grant titled "**Perkins VTEA 1-C.**" The purpose of the Perkins VTEA 1-C Act is to develop more fully the academic, career and technical skills of secondary students and post secondary students who elect to enroll in CTE programs by: strengthening the academic and career and technical skills of students participating in career and technical education programs; linking career and technical education at the secondary level and career and technical education at the post secondary level; providing students with strong experience in and understanding of all aspects of an industry; developing, improving, or expanding the use of technology in career and technical education; providing professional development programs for secondary and post secondary teachers, faculty, administrators, and career guidance and academic counselors who are involved in integrated career and technical education programs; developing and implementing evaluations of the career and technical education programs carried out with funds under this title; including an assessment of how the needs of special populations are being met; initiating, improving, expanding, and modernizing quality career and technical education programs; providing to prepare special populations, including single parents and displaced homemakers who are enrolled in career and technical education programs, for high skill, high wage or high demand occupations that will lead to self-sufficiency.

Fiscal Impact: Coast Community College District has been awarded \$1,187,369 between July 1, 2012 to and including August 31, 2013. No matching funds required.

Orange Coast College has re-applied for the California Community College Chancellor's Office grant titled "**Career Development Collaborative Grant**". The Career Development Collaborative Grant provides access to the knowledge, resources, and the tools needed to help students in their struggle to find careers and job opportunities to succeed in today's workplace. The project in partnership with the Career Development Advisory Committee, Regional Consortia, Discipline/Industry Collaboratives will research, develop and disseminate information, resources activities, training and technical assistance to California Community College career practitioners who face special challenges in meeting the career development needs of highly diverse community college student population. The career development information, resources and activities will help all students to clarify their career goals and find rewarding employment or further education.

Fiscal Impact: Orange Coast College will receive \$150,000 from July 1, 2012 through June 30, 2013. There are no matching funds required.

Orange Coast College has re-applied for the California Community College Chancellor's Office grant titled "**Work-Based Learning Collaborative Grant**". This project responds to the need to continue expanding access to all students for all types of high-quality work-based learning and workplace success skills. Work-based learning (WBL) activities and strategies need to be integrated across the curriculum and delivered to faculty, counselors, students, and career centers. Research supports the value of work-based learning. WBL gets students to jobs faster, helps them earn higher wages in the first few years of employment, and supports the completion of occupational certificates. In addition, work-based learning opportunities help students clarify their career goals.

Fiscal Impact: Orange Coast College will receive \$90,000 from July 1, 2012 through June 30, 2013. There are no matching funds required.

Orange Coast College has re-applied for the California Department of Education, Child Development Division grant titled "**Harry & Grace Steele Children's Center General Child Care & Development Program Grant (CCTR-2167)**". The Children's Center has been receiving funds to subsidize childcare for low-income student-parents since 1978. OCC provides comprehensive child development services that include: quality childcare for student-parents enrolled at OCC, a food and nutrition program, parent enrichment and resource/referral services. This funding provides child care services for infants and toddlers for low income students enrolled in a minimum of 6 units while attending Orange Coast College, Golden West College or Coastline Community College.

Fiscal Impact: This is a re-application for the Orange Coast College Children's Center General Child Care Funds for 2012-2013. Orange Coast College will receive \$162,883 from July 1, 2012 through June 30, 2013. This grant allows the Children's Center to be reimbursed at a rate not to exceed \$34.38 per child per day of full time enrollment of 228 days of operation. A resolution is required as part of this grant and is included in the resolution pages. (Attachment #25, Resolution #12-24)

Orange Coast College has re-applied for the California Department of Education, Child Development Division grant titled "**Harry & Grace Steele Children's Center California State Preschool Program Grant (CSPP-2325)**". The Children's Center has been receiving funds to subsidize childcare for low-income student-parents since 1978. OCC provides comprehensive child development services that include: quality childcare for student-parents enrolled at OCC, a food and nutrition program, parent enrichment and resource/referral services. This funding provides child care services for preschool children ages 3-5 years for low income students enrolled in a minimum of 6 units while attending Orange Coast College, Golden West College or Coastline Community College.

Fiscal Impact: This is a re-application for the Orange Coast College Children's Center Preschool Program Funds for 2012-2013. Orange Coast College will receive \$108,345 from July 1, 2012 through June 30, 2013. This grant allows the Children's Center to be reimbursed at a rate not to exceed \$34.38 per child per day of full time enrollment for a minimum of 228 days of operation. A resolution is required as part of this grant and is included in the resolution pages. (Attachment #26, Resolution # 12-25)

File Attachments

[California State Preschool Program Contract - CCTR-2167.PDF \(190 KB\)](#)

[California State Preschool Program Contract - CSPP-2325.PDF \(296 KB\)](#)

[Resolution 12-24 Children's Center.pdf \(342 KB\)](#)

[Resolution 12-25 Children's Center.pdf \(342 KB\)](#)

9. Authorization to Enter Into Standard Telecourse Agreements

Subject	9.01 Coastline Community College - Authorization to Enter Into Standard Telecourse Agreements
Meeting	Jul 18, 2012 - Regular Meeting
Category	9. Authorization to Enter Into Standard Telecourse Agreements
Access	Public
Type	Consent

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

ANTHROPOLOGY: THE FOUR FIELDS

El Paso Community College (TX)

Term of Agreement: September 1, 2012 – August 31, 2013

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

10. Approval of Clinical Contracts

Subject **10.01 GWC - Clinical Agreements**
Meeting Jul 18, 2012 - 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. (Only copies of non-standard agreements or amendments are attached to each Trustee's agenda.)

RENEWAL

Woodglen Recovery Function, Inc.
Fullerton, California
August 1, 2012 – July 31, 2017
Compensation – None

Standard Clinical Affiliation Agreement

Twin Town Corporation, DBA Treatment Centers
Los Alamitos, California
August 1, 2012 – July 31, 2017
Compensation – None

Standard Clinical Affiliation Agreement

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.

11. Approval of Standard Agreements

Subject 11.01 DIS - Standard Agreements
Meeting Jul 18, 2012 - Regular Meeting
Category 11. Approval of Standard Agreements
Access Public
Type Consent

Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2013 Short-term Study Abroad Program in Madrid, Spain.

After review by the Dean of Literature and Languages and the President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a Summer in Madrid, Spain Study Abroad Program during Summer 2013. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Jeff Brown, Orange Coast College, will serve as faculty. Authorization to conduct the Summer in Madrid, Spain Study Abroad Program was given on June 20, 2012. It is recommended that the Chancellor or the Vice Chancellor, Educational Services and Technology and the Vice Chancellor, Administrative Services be authorized to sign the agreement.

Fiscal Impact: No replacement costs for faculty assigned to the program. 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.

Authorization for Coastline College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2013 Short-term Study Abroad Program in Florence, Italy.

After review by the Dean of Instruction and the President of Coastline College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in Florence, Italy Study Abroad Program during summer 2013. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Jane Bauman and Lisa Dowling, Coastline College, will serve as faculty. Authorization to conduct the summer in Florence, Italy Study Abroad Program was given on August 3, 2011. It is recommended that the Chancellor or the Vice Chancellor, Educational Services and Technology and the Vice Chancellor, Administrative Services be authorized to sign the agreement.

Fiscal Impact: No replacement costs for faculty assigned to the program. 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.

Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2013 Short-term Study Abroad Program in Florence, Italy.

After review by the Dean of Literature and Languages and the President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a Summer in Florence, Italy Study Abroad Program during Summer 2013. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Franca Hamber, Orange Coast College, will serve as faculty. Authorization to conduct the Summer in Florence, Italy Study Abroad Program was given on May 2, 2012. It is recommended that the Chancellor or the Vice Chancellor, Educational Services and Technology and the Vice Chancellor, Administrative Services be authorized to sign the agreement.

Fiscal Impact: No replacement costs for faculty assigned to the program. 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.

Subject 11.02 OCC - Standard Agreements
Meeting Jul 18, 2012 - Regular Meeting
Category 11. Approval of Standard Agreements
Access Public
Type Consent

Approve Standard Student Intern Placement Agreement between Azusa Pacific University and the Coast Community College District (Orange Coast College) for the Purpose of Training/Mentoring Student Interns in the Counseling Department.

Background: Graduate student interns have been placed in the Counseling department at Orange Coast College on an unpaid basis, in order to gain experience and mentorship with full time Counseling faculty members.

Goal/Purpose: Provide graduate students with an unpaid Counseling internship/mentorship experience.

Comments: Reviewed by Risk Services

Recommendation Statement: After review by the College President, District General Counsel and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board approves the Student/Intern Placement Agreement between Azusa Pacific University and the Coast Community College District (Orange Coast College) for the purpose of field placement of students as Counseling training interns from July 23, 2012 through the Spring 2013 semester. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None

Approve Standard Student Intern Placement Agreement between California State University, Long Beach and the Coast Community College District (Orange Coast College) for the Purpose of Training/Mentoring Student Interns in the Counseling Department.

Background: Graduate student interns have been placed in the Counseling department at Orange Coast College on an unpaid basis, in order to gain experience and mentorship with full time Counseling faculty members.

Goal/Purpose: Provide graduate students with an unpaid Counseling internship/mentorship experience.

Comments: Reviewed by Risk Services.

Recommendation Statement: After review by the College President, District General Counsel and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board approves the Student/Intern Placement Agreement between University of Southern California and the Coast Community College District (Orange Coast College) for the purpose of field placement of USC students as Counseling training interns from July 23, 2012 through the Spring 2013 semester. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None

Approve Standard Student Intern Placement Agreement between National University and the Coast Community College District (Orange Coast College) for the Purpose of Training/Mentoring Student Interns in the Counseling Department.

Background: Graduate student interns have been placed in the Counseling department at Orange Coast College on an unpaid basis, in order to gain experience and mentorship with full time Counseling faculty members.

Goal/Purpose: Provide graduate students with an unpaid Counseling internship/mentorship experience.

Comments: Reviewed by Risk Services.

Recommendation Statement: After review by the College President, District General Counsel and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board approves the Student/Intern Placement Agreement between National University and the Coast Community College District (Orange Coast College) for the purpose of field placement of students as Counseling training interns from July 23, 2012 through the Spring 2013 semester. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None

Approve Standard Student Intern Placement Agreement between University of Southern California and the Coast Community College District (Orange Coast College) for the Purpose of Training/Mentoring Student Interns in the Counseling Department.

Background: Graduate student interns have been placed in the Counseling department at Orange Coast College on an unpaid basis, in order to gain experience and mentorship with full time Counseling faculty members.

Goal/Purpose: Provide graduate students with an unpaid Counseling internship/mentorship experience.

Comments: Reviewed by Risk Services.

Recommendation Statement: After review by the College President, District General Counsel and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board approves the Student/Intern Placement Agreement between University of Southern California and the Coast Community College District (Orange Coast College) for the purpose of field placement of USC students as Counseling training interns from July 23, 2012 through the Spring 2013 semester. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None

Subject 11.03 CCC – Scope of Work (Standard Agreement)
Meeting Jul 18, 2012 - Regular Meeting
Category 11. Approval of Standard Agreements
Access Public
Type Consent

Approve District Standard Scope of Work #2012-78 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2012-78 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the Heat Exchangers for Maintenance training course. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$31,875 income from Chevron Products Company payable upon completion of project deliverables based on five stages of completion.

Approve District Standard Scope of Work #2012-79 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2012-79 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the Power Tools for Metals Mechanics training course. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$31,875 income from Chevron Products Company payable upon completion of project deliverables based on five stages of completion.

12. Authorization for Purchase of Institutional Memberships

Subject 12.01 DIS - Institutional Memberships
Meeting Jul 18, 2012 - Regular Meeting
Category 12. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

Renewal

Name and Acronym: American Council on Education (ACE)
Term of Membership: October 1, 2012 – September 30, 2013
Cost: \$1,444.00

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

Name and Acronym: Community College League of California (CCLC), Board Docs Services
Term of Membership: July 1, 2012 – June 30, 2013
Cost: \$9,000.00

Purpose: Membership includes the opportunity to utilize BoardDocs at a pre-negotiated price. BoardDocs has been developed for school boards, local governments, and private and public boards to help alleviate the enormous task of assembling, printing, distributing and revising agenda items and policies.

Name and Acronym: Community College League of California/California Community College Athletic Association (CCLC/CCCAA)
Term of Membership: July 1, 2012 – June 30, 2013
Cost: \$18,155.00

Purpose: Institutional fee per sport offering based upon institutionally verified sport teams; membership qualifies each institution for national awards consideration.

Name and Acronym: Association of Chief Human Resources Officers/Equal Employment Officers (ACHRO/EEO)
Term of Membership: July 1, 2012 - June 30, 2013
Cost: \$450.00

Purpose: Membership provides the District Human Resources staff with access to statewide training and articulation in all aspects of human resource development, recruitment, and affirmative action.

Name and Acronym: Community College Public Relations Organization (CCPRO)
Term of Membership: July 1, 2012 – June 30, 2013
Cost: \$175

Purpose: Supports District in promoting excellence in California's community college public relations and related professions. The organization serves as a central resource of information and provides counsel and assistance relating to the advancement of community colleges statewide and the professional growth of its members.

Subject 12.02 GWC - Institutional Memberships
Meeting Jul 18, 2012 - Regular Meeting
Category 12. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

Renewal

Name and Acronym: Academic Senate for California Community Colleges (ASCCC)

Term of Membership: July 1, 2012 – June 30, 2013

Cost: \$2,500

Purpose: Provides statewide faculty participation in the formation of state policies on academic and professional matters.

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

Term of Membership: July 19, 2012 – June 30, 2013

Cost: \$500

Purpose: Our membership in the SCR TTC organization provides our Automotive faculty (full-time and part-time) the ability to attend training classes throughout the year. The membership also provides GWC faculty the ability to teach SCR TTC training classes throughout the year. Obtaining a certain number of formal training hours is a requirement of NATEF (NATEF is the certifying board for our Automotive program). This membership also enables our faculty to stay current with local, state and national educational and technological developments in the automotive industry.

Name and Acronym: Southern California Football Association (SCFA)

Term of Membership: July, 2012 – June, 2013

Cost: \$1,800

Purpose: Football Conference dues pay for the assignor of officials, payment to the conference commissioner and other conference related expenses.

Subject 12.03 OCC - Institutional Memberships
Meeting Jul 18, 2012 - Regular Meeting
Category 12. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

Renewal

Name and Acronym: Association of Core Texts and Courses (ACTC)

Term of Membership: 2012-2013

Cost: \$500

Purpose: Membership provides essential information about the development and administration of Core Text Courses; required for participation by OCC students who wish to present research papers at the annual conference or for subsequent publication of research.

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

Term of Membership: 2012-2013

Cost: \$100

Purpose: Membership provides essential information about Honors Program administration, assessment, and continuous improvement on the state level among community colleges; required for participation by OCC students who wish to present research at the annual honors conference or compete for statewide scholarships; provides OCC with representation in negotiating honors transfer agreements with public and private universities.

Name and Acronym: National Collegiate Honors Council (NCHC)

Term of Membership: 2012-2013

Cost: \$600

Purpose: Membership provides essential information about Honors Program administration, assessment, and continuous improvement on the national level among community colleges and universities; required for participation by OCC students who wish to present research at the annual honors conference.

Name and Acronym: Western Regional Honors Council (WRHC)

Term of Membership: 2012-2013

Cost: \$100

Purpose: Membership provides essential information about Honors Program administration, assessment, and continuous improvement on the regional level among community colleges and universities; required for participation by OCC students who wish to present research at the annual honors conference or submit creative works in competition for publication and scholarships.

13. Authorization for Off-Campus Assignments

Subject **13.01 CCC - Off-Campus Assignments**
Meeting **Jul 18, 2012 - Regular Meeting**
Category **13. Authorization for Off-Campus Assignments**
Access **Public**
Type **Consent**

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

Name: Jones, Dan

Title: Executive Dean, Office of Learning and Information Technology

Organization: American Association of Community Colleges Instructional Technology Council

Assignment: Board Member

Term: July 19, 2012 — June 30, 2013

14. Authorization for Community Activities

Subject	14.01 GWC - Community Activities
Meeting	Jul 18, 2012 - Regular Meeting
Category	14. Authorization for Community Activities
Access	Public
Type	Consent

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

The following not for credit programs will be offered by Community Services throughout Summer 2012, Fall 2012 and Spring 2013. The presenters will be paid a flat fee or on a fee-split based on actual enrollment. (P) = per participant (F) = flat rate

Professional Experts

ART STUDIO, 48 hours per semester. July 19, 2012 – June 30, 2013. Presenter Amanda Best. Compensation equals 50% of the number of participants registered times the program fee, minus direct costs/administration fee.
Participant Fee: \$225. (F) First offered in 2011.

ADVANCED HOLISTIC BODY THERAPIES PROGRAM I, 100 hours, July 19, 2012 – June 30, 2013. Presenters James Bechter to receive \$97 per participant, Robert Davis to receive \$73 per participant, Kathleen Mondello to receive \$49 per participant, and Gretchen Thomas to receive \$73 per participant.
Participant Fee: \$602 and \$40 Material Fee. (P) First offered in 1999.

ADVANCED HOLISTIC BODY THERAPIES PROGRAM I INTERNSHIP, 25, 50, 75 and 100 hours, July 19, 2012 – June 30, 2013. Presenters James Bechter, Robert Davis, Kathleen Mondello and Gretchen Thomas to receive \$1.30 per participant per hour for 25 hours, \$1.40 per participant per hour for 50 hours, \$1.43 per participant per hour for 75 hours and \$1.45 per participant per hour for 100 hours.
Participant Fee: \$75/25 hours, \$150/50 hours, \$225/75 hours and \$300/100 hours. (P) First offered in 2001.

HOLISTIC MASSAGE CERTIFICATE PROGRAM, 100 hours, July 19, 2012 – June 30, 2013. Presenters James Bechter to receive \$186.90 per participant and Kathleen Mondello to receive \$80.10 per participant.
Participant Fee: \$552 and \$40 Material Fee. (P) First offered in 1996.

HOLISTIC MASSAGE CERTIFICATE PROGRAM INTERNSHIP, 25, 35, 65 and 100 hours, July 19, 2012 – June 30, 2013. Presenters James Bechter and Kathleen Mondello to receive \$1.20 per participant per hour for 25 hours, \$1.21 per participant per hour for 35 hours, \$1.27 per participant per hour for 65 hours, and \$1.30 per participant per hour for 100 hours.
Participant Fee: \$70/25 hours, \$96/35 hours, \$178/65 hours and \$275/100 hours. (P) First offered in 1996.

WATERCOLOR WORKSHOP, 18 hours, July 19, 2012 – June 30, 2013. Presenter Harvey Clemans to receive \$43 per participant.
Participant Fee: \$98. (P) First offered in 2003.

CHINESE FACE READING, 3 HOURS, July 19, 2012 – June 30, 2013. Presenter Julia Gentry Johnson to

receive \$15 per participant.

Participant Fee: \$40. (P) First offered in 2012.

FENG SHUI: THE ART OF CHINESE ENVIRONMENTAL DESIGN, 4 hours, July 19, 2012 – June 30, 2013.

Presenter Julia Gentry Johnson to receive \$20 per participant.

Participant Fee: \$50. (P) First offered in 2006.

ICRT USUI/TIBETAN REIKI, LEVEL I, 7 hours, July 19, 2012 – June 30, 2013. Presenter Antony Guiffreda to receive \$82.50 per participant.

Participant Fee: \$175. (P) New offering.

ICRT USUI/TIBETAN REIKI, LEVEL II, 7 hours, July 19, 2012 – June 30, 2013. Presenter Antony Guiffreda to receive \$82.50 per participant.

Participant Fee: \$175. (P) New offering.

AROMATHERAPY FOR THE CHAKRAS, 6 hours, July 19, 2012 – June 30, 2013. Presenter Deborah Halvorson to receive \$27 per participant.

Participant Fee: \$66 and \$10 Material Fee. (P) First offered in 2008.

INTRODUCTION TO HEALING TOUCH, 6 hours, July 19, 2012 – June 30, 2013. Presenter Rumi Hashimoto to receive \$29 per participant.

Participant Fee: \$68 and \$5 Material Fee. (P) First offered in 2000.

INTRODUCTION TO GUITAR, 12 hours, July 19, 2012 – June 30, 2013. Presenter Michael Higgins to receive \$43 per participant.

Participant Fee: \$104 and \$15 Material Fee. (P)

INTRODUCTION TO CRANIOSACRAL THERAPY, 12 hours, July 19, 2012 – June 30, 2013. Participant Jill K. Mabry to receive \$58 per participant.

Participant Fee: \$133 and \$25 Material Fee. (P) First offered in 2009.

SWEDISH MASSAGE INTENSIVE, 6 hours, July 19, 2012 – June 30, 2013. Presenter Kathleen Mondello to receive \$31 per participant.

Participant Fee: \$72 and \$6 Material Fee. (P) First offered in 2010.

ESSENTIAL LYMPHATIC PERFORMANCE™, 16 hours, July 19, 2012 – June 30, 2013. Presenter Teresa Rogers to receive \$108 per participant.

Participant Fee: \$229. (P) First offered in 2010.

SABAI THAI™ – TRADITIONAL THAI MASSAGE: TABLE THAI FOR THE SPA™, 16 hours, July 19, 2012 – June 30, 2013. Presenter Teresa Rogers to receive \$108 per participant.

Participant Fee: \$229. (P) First offered in 2011.

T'AI CHI/QIGONG: MODIFIED YANG SHORT FORM, PART I, 12 hours, July 19, 2012 – June 30, 2013.

Presenter Diana Shakarian to receive \$37 per participant.

Participant Fee: \$92. (P) First offered in 2009.

INTRODUCTION TO ACUPRESSURE, 6 hours, July 19, 2012 – June 30, 2013. Presenter Gretchen Thomas to receive \$27 per participant.

Participant Fee: \$64 and \$5 Material Fee. (P) First offered in 2004.

INTRODUCTION TO CHAIR MASSAGE, 6 hours, July 19, 2012 – June 30, 2013. Presenter Gretchen

Thomas to receive \$27 per participant.
Participant Fee: \$64 and \$5 Material Fee. (P) First offered in 2004.

Independent Contractors

DIVORCE OPTIONS, 4 hours, July 19, 2012 – June 30, 2013. Presenter Yaffa Balsam to receive \$18 per participant.
Participant Fee: \$46. (P) New offering.

BEGINNING GAME DESIGN (AGES 7-12), 12 hours, July 19, 2012 – June 30, 2013. Presenter Freshi Films, LLC to receive \$94 per participant.
Participant Fee: \$119. (P) New offering.

THE PIRATE MOVIE (AGES 5-10), 12 hours, July 19, 2012 – June 30, 2013. Presenter Freshi Films, LLC to receive \$94 per participant.
Participant Fee: \$119. (P) New offering.

ONCOLOGY MASSAGE WORKSHOP, 24 hours, July 19, 2012 – June 30, 2013. Presenter Johnnette du Rand of Greet the Day to receive \$218 per participant for general participants and \$180.50 per participant for current GWC massage participants or nursing students.
Participant Fee: \$450/general and \$375/current GWC massage participant or nursing student. (P) First offered in 2010.

COMPUTERIZED MEDICAL INSURANCE BILLING ORIENTATION, 0.25 hours, July 19, 2012 – June 30, 2013. Presenter Kris Hall-Patterson of KGP Consulting, LLC to receive \$7.50 per participant.
Participant Fee: \$25 and \$89 Material Fee. (P) New offering.

PASSPORT TO RETIREMENT, 9 hours, July 19, 2012 – June 30, 2013. Presenters Thane McCready and Barbara Stowell waive fee.
Participant Fee: \$59. (Presenters Waive Fee) First offered in 2005.

MAKE EXTRA INCOME AS A WHOLESALE AUTO DEALER FROM HOME, 6 hours, July 19, 2012 – June 30, 2013.
Presenter Ronald Wayne Williams of Trust Auto Sales to receive \$37 per participant.
Participant Fee: \$86 and \$20 Material Fee. (P) New offering.

Revisions to Previous Board Action

BASIC DIGITAL PHOTOGRAPHY FOR DSLR CAMERAS, 5 hours, July 19, 2012 – June 30, 2013. Presenter Mary-Linn Hughes to receive \$29.50 per participant.
Participant Fee: \$69. (P)
(Revision is to change the number of hours. Previous Board action: 5/2/12.)

COMPUTER PROGRAMMING FOR MIDDLE SCHOOL (AGES 11-13), 12 hours, July 19, 2012 – June 30, 2013. Presenter Carl Johnson to receive \$92 per participant.
Participant Fee: \$92 and \$10 Material Fee. (P)
(Revision is to change the participant fee. Previous Board action: 5/2/12.)

ADVANCED MEDICAL INSURANCE BILLING, 5 hours, July 19, 2012 – June 30, 2013. Presenter Kris Hall-Patterson of KGP Consulting, LLC to receive \$39.50 per participant.
Participant Fee: \$91 and \$39 Material Fee. (P)
(Revision is to change number of hours. Previous Board action: 5/2/12.)

START A MEDICAL BILLING SERVICE, 2.5 hours, July 19, 2012 – June 30, 2013. Presenter Kris Hall-Patterson of KGP Consulting, LLC to receive \$28.50 per participant.
Participant Fee: \$67 and \$29 Material Fee. (P)
(Revision is to change number of hours. Previous Board action: 5/2/12.)

WORKERS' COMPENSATION AND PERSONAL INJURY BILLING, 5 hours, July 19, 2012 – June 30, 2013. Presenter Kris Hall-Patterson of KGP Consulting, LLC to receive \$39.50 per participant.
Participant Fee: \$91 and \$39 Material Fee. (P)
(Revision is to change number of hours. Previous Board action: 5/2/12.)

HATHA YOGA, 18 hours, July 19, 2012 – June 30, 2013. Presenter Nanc Hemp to receive \$52 per participant.
Participant Fee: \$122 (P)
(Revision is to change hours, participant fee and presenter compensation. Previous Board action: 5/2/12.)

HATHA YOGA, 13.5 hours, July 19, 2012 – June 30, 2013. Presenter Diane Pavesic to receive \$37 per participant.
Participant Fee: \$92 (P)
(Revision is to change hours, participant fee and presenter compensation. Previous Board action: 5/2/12.)

CREATE UNIQUE JEWELRY, 3 hours, July 19, 2012 – June 30, 2013. Presenter Teresa Rodriguez to receive \$19.50 per participant.
Participant Fee: \$49 and \$30 Material Fee. (P)
(Revision is to change hours and material fee. Previous Board action: 5/2/12.)

ACTIVE AGING PROGRAM, 12 hours, July 19, 2012 – June 30, 2013. Presenter Raul Ruiz to receive \$27 per participant.
Participant Fee: \$54 with a Gold Key Card and \$59 without a Gold Key Card. (P)
(Revision is to change hours and program fee. Previous Board action: 5/2/12.)

15. Authorization for Sailing Program

Subject 15.01 OCC - Sailing Program
Meeting Jul 18, 2012 - Regular Meeting
Category 15. Authorization for Sailing Program
Access Public
Type Consent

The following non-credit classes will be offered by the Marine Programs Office during the period of July 19, 2012- June 30, 2013. 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

INDEPENDENT CONTRACTORS

UNDER \$10,000

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: Total contract amount \$2,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

Term of Agreement: July 19, 2012-June 30, 2013

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

IC Name: The Mailing Source

Services: Preparation, sorting and label affixing for Sailing Center mailings.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$6,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

Source of Funding: To be paid from Sailing Center Funds

Men's Crew "Learn to Row"

Location: OCC Boathouse

Dates: August 7-23, 2012

Department: OCC Kinesiology & Athletics

Purpose: Summer pre-training for men entering OCC in the Fall, and intending to join the Men's Crew.

Cost/Funding Source: No cost to the college. The camp will be coached by volunteer coaches. A list of volunteer coaches will be on file in the President's office. A minimal fee may be charged per student to offset men's crew maintenance expenses.

Men's Crew Varsity Training Camp

Location: OCC Boathouse

Dates: August 20 - 24, 2012

Department: OCC Kinesiology & Athletics

Purpose: Pre-season training for returning Men's Varsity rowers.

Cost/Funding Source: No cost to the college. The camp will be coached by volunteer coaches. A list of volunteer coaches will be on file in the president's office. A minimal fee may be charged per student to offset

men's crew maintenance expenses.

Men's Crew Friday Afternoon Races

Location: OCC Boathouse

Dates: Fri, September 14, 21, 28, Oct 5, 12, 2012

Department: OCC Kinesiology & Athletics

Purpose: Informal races for members of the OCC Varsity Crew, and experienced Freshman Crew.

Cost/Funding Source: No cost to the college.

Women's Crew "Learn to Row" and Conditioning Rowing Camp for incoming and returning rowers

Location: OCC Boathouse

Dates: 7/27/12-8/24/12

Department: OCC Kinesiology & Athletics.

Cost/Purpose/Funding Source: No cost to the college. A \$20 fee per participant will be charged to help cover women's crew maintenance expenses.

REVISION TO PREVIOUS BOARD Action

PROFESSIONAL EXPERTS

COAST CREW SUMMER CAMP, Fee \$150, 2 weeks, 20 hours

ADD-PRESENTERS: Tom Graves, Peter Graves, Steve Guentz, Jeff Collett (F) (prior approval June 20, 2012)

16. Personnel Items

Subject **16.01 District**
Meeting Jul 18, 2012 - Regular Meeting
Category 16. Personnel Items
Access Public
Type Consent

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

File Attachments

[Open.pdf \(22 KB\)](#)

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 Management

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Harris, Andrea	OCC	Director of Arts Pavilion	Resign	07/10/12

Classified

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Arroyo, Judith	CCC	Typist Clerk, Intermediate	Resign	06/30/12

b. Authorization for Leaves of Absence

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

Faculty

Mushkin, Hilary, OCC, Instructor, Art, 100% LOA/wop for the period 08/27/12 to 05/27/13 for Service to Education.

Classified

Ausmus, Colleen, OCC, Library Assistant, 100% LOA/wop under the Family and Medical Leave Act of 1993, for the period 08/06/12 to 08/23/12.

Raddavong-Jaime, Anna, DIS, Information Systems Tech I, LOA/wop for the period 08/02/12 to 11/01/12 for personal reasons.

c. Authorization for Contract Amendments Based upon Horizontal Salary Moves

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

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>	<u>To Col/Step</u>
Scane, Danielle	OCC	IV 12	V 13

d. Authorization for Changes in Salary Schedules

It is recommended that authorization be given for the following changes in the District salary schedules:

<u>Classification</u>	<u>Range</u>	<u>Changes</u>
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Classified Manager

Manager, Contract Education Operations	G-22	Title change only
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e. Authorization for Additional Assignments, Classified Staff

It is recommended that authorization be given for the following additional assignment for Classified Staff:

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Kumar, Kunaal	OCC	Hrly/Temp Instruct/Resch Asst	06/01/12	06/30/12	H-07/03

f. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Carrera, Walter A., CCC, to serve as consultant providing root cause analysis, development of data tracking and integration of new system for Orange County One-Stop Center, for the period 07/01/12 to 06/30/13, to be paid by timecard at \$10.00 per unit, 99.23 units per week for 52 weeks, compensation to be \$51,600.00, funding source is Categorical Funds.

Greene, Kellyann L., OCC, to assist with alcohol prevention program and health promotion, for the period 07/01/12 to 06/30/13, to be paid at \$100.00 per unit, 6.78 units per week for 52 weeks, compensation to be \$35, 256.00, funding source is Alcohol Prevention Grant.

Nguyen, Thu Thi, CCC, to provide on-site counseling and facilitate counseling activities in support of Contract Education CCC Education Bound U.S. (CCC-EBUS) Program, for the period 07/19/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 2.8 units per week for 50 weeks, compensation to be \$14,000.00, funding source is Ancillary Funded Program.

Pao, Shuchiao A., CCC, to provide internship, employment training panel and Career Center business plan development through the Orange County One-Stop Career Center, for the period 07/01/12 to 12/31/12, to be paid by timecard at \$100.00 per unit, 11.815 units per week for 26 weeks, compensation to be \$30,720.00, funding source is Ancillary Funds.

Roda, Mary M., OCC, to write, edit, research, and proofread for Communications & Marketing, for the period 07/02/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 5 units per week for 50 weeks, compensation to be \$25,000.00, funding source is General Fund.

Roohk, Bonnie, DIST, implementing and training for the Curriconet Program, for the period 07/19/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 2.09 units per week for 48 weeks, compensation to be \$10,000.00 funding sources is District Voyager.

Other Professional Experts

Roda, Mary, OCC, to write, edit, research, and proofread for 2012 Self Evaluation Report, for the period 07/01/12 to 11/30/12, to be paid by timecard at \$100.00 per unit, 1.64 units per week for 22 weeks, compensation to be \$3,600.00, funding source is General Fund.

Smead, John D., OCC, to provide mental health counseling for students, for the period 08/16/12 to 12/14/12, to be paid by timecard at \$100.00 per unit, 0.28 units per week for 18 weeks, compensation to be \$500.00, funding source is Health Fees.

The following DIST Professional Experts to serve as liaisons between middle school site and college and to develop/implement program plan for integrating career exploration activities into middle school as part of the SB70/SB1133 CTE Community Collaborative Middle School Program, for the period 07/19/12 to 06/30/13, to be paid by timecard at \$10.00/unit, 2 units per week for 50 weeks, compensation to be \$1,000.00, funding source is SB70 Community Collaborative Grant Year Four & Year Five Funding.

Erickson, Jessica
Hoffman, M. Kathleen

The following DIST Professional Experts to serve as liaisons between middle school site and college and to develop/implement program plan for integrating career exploration activities into middle school as part of the SB70/SB1133 CTE Community Collaborative Middle School Program, for the period 07/19/12 to 06/30/13, to be paid by timecard at \$100.00/unit, 0.2 units per week for 50 weeks, compensation to be \$1,000.00, funding source is SB70 Community Collaborative Grant Year Four & Year Five Funding.

Agnes, Nicole L.
Buker, April
Cameron, Scott W.
Cho, Esther S.
Derbish, Michael E.
Hardison, Terrilynn
Hoang, Tu A.
Leroux, My-Duc
Levy, Marisa
Nagel, Erin C.
Pham, Debra
Reddingius Tintorer, Jodie B.
Vu, Joanne T.
Washington, Jacqueline M.
Whitman, Dayna M.
Young, Lori E.

17. Authorization for Independent Contractors

Subject **17.01 DIS - Independent Contractors**
Meeting Jul 18, 2012 - Regular Meeting
Category 17. 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: Cerritos Franchise, Inc.

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

Payment Schedule/Compensation: \$12,000 payable in monthly increments upon receipt and approval of invoice

Term of Agreement: July 1, 2012 – June 30, 2013

Source of Funding: Public Relations Funds

Subject **17.02 GWC - Independent Contractors**
Meeting Jul 18, 2012 - Regular Meeting
Category 17. 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: Ignatavicius, Donna
Services: Consulting services to Nursing faculty/program in preparation for NLNAC visit.
Payment Schedule/Compensation: \$13,000, to be paid per invoice upon completion of project.
Term of Agreement: July 19, 2012 – July 1, 2013
Source of Funding: Foundation funds

IC Name: Baker, Sandy
Services: Consulting services to Nursing faculty/program in preparation for curriculum revision per BRN recommendations.
Payment Schedule/Compensation: \$10,000, to be paid per invoice upon completion of project.
Term of Agreement: July 19, 2012 – July 1, 2013
Source of Funding: Foundation and Grant funds

UNDER \$10,000

IC Name: Bishop, Bruce
Services: Student Council Brown Act and Parliamentary Procedures Training
Payment Schedule/Compensation: \$450, to be paid within 7 business days of completion of training.
Term of Agreement: August 21, 2012
Source of Funding: Advisor's projects funds

IC Name: OC Ackerman Enterprises LLC (OC Games 2U)
Services: Game limo rental at Chefs for Scholarships event
Payment Schedule/Compensation: \$450, to be paid a deposit of \$225 on July 20, 2012 & \$225 on September 23, 2012.
Term of Agreement: September 23, 2012
Source of Funding: Foundation funds

IC Name: Tran, Phi
Services: To provide water safety instruction certification for swim program.
Payment Schedule/Compensation: \$1,350, to be paid lump sum upon completion of certification.
Term of Agreement: June 1 – July 31, 2012
Source of Funding: Summer Swim trust funds
(This item is being submitted late due to a redirection of how the contractor should be approved.)

IC Name: Freeman, Michael
Services: To provide water safety instruction certification for swim program.

Payment Schedule/Compensation: \$1,350, to be paid lump sum upon completion of certification.

Term of Agreement: June 1 – July 31, 2012

Source of Funding: Summer Swim trust funds

(This item is being submitted late due to a redirection of how the contractor should be approved.)

Subject 17.03 OCC - Independent Contractors
Meeting Jul 18, 2012 - Regular Meeting
Category 17. Authorization for Independent Contractors
Access Public
Type Consent

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

UNDER \$10,000

IC Name: Beachwood Construction

Services: For the purposes of facility and playground improvements, repairs and small projects needed.

Payment Schedule/Compensation: to be paid upon submittal of invoice as work is completed to a total amount of \$4,000.

Terms of Agreement: July 1, 2012 - June 30, 2013

Source of Funding: to be paid from Early Childhood Lab School's Ancillary funds

IC Name: Dr. Edwin Barnhart

Services: Distinguished Speaker Fall Keynote

Payment Schedule/Compensation: To be paid \$4,500 for December presentation to be paid after presentation upon receipt of invoice, to include mileage and hotel accommodations, from Staff Development Distinguished Speaker ancillary funds.

Term of Agreement: December 2012

Source of Funding: To be paid from Staff Development and Foundation Funds

OVER \$10,000

IC Name: Elizabeth Parker

Services: Fundraising consulting services for planetarium, Science Night, athletics and alumni of Orange Coast College and Foundation publications

Payment Schedule/Compensation: To be paid \$3,000 per month as invoiced for July 2012 through December 2012 from Foundation Funds.

Term of Agreement: July 19, 2012 through January 18, 2013

Source of Funding: Foundation Funds

IC Name: Daniel F. Exley

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

Payment Schedule/Compensation: Daniel F. Exley to be paid by monthly invoice a total of \$10,000.

Terms of Agreement: July 19, 2012- December 31, 2012

Source of Funding: HIT Consortium Grant.

IC Name: CR&R Incorporated

Services: Provide trash and recycling services for OCC Swap Meet.

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

Term of Agreement: 2012-2013 Fiscal Year

Source of Funding: Swap Meet funds

IC Name: Ware Disposal Inc.

Services: Provide trash and recycling services for OCC Swap Meet.

Payment Schedule/Compensation: Monthly payments upon receipt of invoice; total contract amount \$35,000 to be paid upon submittal of invoice as work is completed.

Term of Agreement: 2012-2013 Fiscal Year

Source of Funding: Swap Meet funds

IC Name: Trojan Portable Toilets

Services: Provide portable toilet service for OCC Swap Meet.

Payment Schedule/ Compensation: Monthly Payments upon receipt of invoice; total contract \$20,000 to be paid upon submittal of invoice as work is completed.

Term of Agreement: 2012-2013 Fiscal year

Source of funding: Swap Meet funds

Subject **17.04 CCC – Independent Contractors**
Meeting Jul 18, 2012 - Regular Meeting
Category 17. 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: California Education and Training Export Consortium
Services: Provide personnel services for Contract Education EBUS Program at Xiang Jiang High School (XJHS) in China
Payment Schedule/Compensation: \$40,000; \$3,636.36 paid monthly upon receipt and approval of invoices.
Term of Agreement: July 19, 2012 – June 30, 2013
Source of Funding: Contract Education ancillary funds

IC Name: Denise Cusano Instructional Design, Inc.
Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-78, Heat Exchangers for Maintenance, \$5,500; SOW #2012-79, Power Tools for Metals Mechanics, \$5,500.
Payment Schedule/Compensation: \$11,000 upon completion of project deliverables broken down into five stages of completion.
Term of Agreement: July 19, 2012 – June 30, 2013
Source of Funding: Chevron Products Company in support of this project.

IC Name: Ryther, Susan
Services: Instructional Design Services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-78, Heat Exchangers for Maintenance, \$20,000; SOW #2012-79, Power Tools for Metals Mechanics, \$20,000.
Payment Schedule/Compensation: \$40,000 upon completion of project deliverables broken down into five stages of completion.
Term of Agreement: July 19, 2012 – June 30, 2013
Source of Funding: Chevron Products Company in support of this project.

IC Name: Cat, Ben V.
Services: On-site coordination and facilitation of EBUS Program and services offered at Vietnam Aviation Academy.
Payment Schedule/Compensation: \$42,000 paid in six equal increments of \$7,000 upon receipt and approval of invoices.
Term of Agreement: August 1, 2012 – June 30, 2013
Source of Funding: Contract Education ancillary funds

UNDER \$10,000

IC Name: Hasson, Cathy Ed.D.

Services: To review Coastline's Accreditation Self-Study Report.
Payment Schedule/Compensation: Total compensation \$1,500
Term of Agreement: July 19, 2012 – June 30, 2013
Source of Funding: General funds

18. Authorization for Professional Development Program

Subject **18.01 DIS- Professional Development**
Meeting Jul 18, 2012 - Regular Meeting
Category 18. Authorization for Professional Development Program
Access Public
Type Consent

OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Seminar	Date	Amount
Critina M Arellano EOPS/CARE Outreach Tech CCC	BMGT 408 Intro to Data Analysis & Presentation	<i>07/11/12 – 08/08/12</i>	
	BMGT 409 Cultural Influences in the Workplace	<i>08/15/12 - 09/12/12</i>	\$4,905.00
	BMGT 411 A Christian World view and The Professions	<i>09/19/12 – 10/17/12</i>	
Rachel Martinez Instr. Assoc. Spec Serv. OCC	EDS 285 Strategies to Enhance Academic Skills in Adults with Learning Disabilities	<i>07/16/12 – 08/17/12</i>	\$1480.00
	Cal State University, Sacramento		

Subject 18.02 OCC - Professional Development
Meeting Jul 18, 2012 - Regular Meeting
Category 18. Authorization for Professional Development Program
Access Public
Type Consent

Alternative Methods and Professional Improvement Committee PROJECTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Polk, Sherana	5/20/12	8/31/12	SAC	N/A	SAC, 5 units

Alternative Methods Project: Production of Educational Materials

Justification: Applicant was pre-approved by the Alternative Methods Committee in May, 2012 for this summer project. The Forensics Handbook for Communication 150 and time-log documentation are due to the Academic Senate Office no later than August 31, 2012.

Lohman, Ben	5/20/12	4/30/13	Non-Instr. OL		NTE, \$1000
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Alternative Methods Project: Leadership in a Professional Organization

Justification: Applicant was pre-approved by the Alternative Methods Committee June, 2012. A time log of his work, a letter from the Secretary/Treasurer of the California Community College Forensics Association and documentation from a colleague that his goals were met during his term of office are due to the Academic Senate Office no later than April 30, 2013.

Arismendi-Pardi, Eduardo	5/20/12	4/30/13	Non-Instr. OL		NTE, \$1000
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Alternative Methods Project: Leadership in a Professional Organization

Justification: Applicant was pre-approved by the Alternative Methods Committee June, 2012. A time log of his work, a letter from the Secretary/Treasurer of the California Community College Forensics Association and documentation from a colleague that his goals were met during his term of office are due to the Academic Senate Office no later than April 30, 2013.

19. Authorization for Staff Development

Subject **19.01 GWC - Staff Development**
Meeting Jul 18, 2012 - Regular Meeting
Category 19. Authorization for Staff Development
Access Public
Type Consent

Farazdaghi, Farzanne, part-time instructor, to attend Dahn Master Course at the Dahn Yoga & Health Centers, Inc., July 22, 2012 – July 31, 2013. Reimbursement of \$3,184 for registration to be paid from Foundation and ASB Trust funds.

20. Approval of Purchase Orders

Subject **20.01 DIS - Purchase Orders**
Meeting Jul 18, 2012 - Regular Meeting
Category 20. Approval of Purchase Orders
Access Public
Type Consent

File Attachments

[Final PO Board List.pdf \(24 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0327425	Memorialcare Medical Group Open PO for student health services	CCC	5899	135,000.00
P0327209	Dell Higher Education Dell Storage Area Network equipment	CCC	6402	96,522.94
P0327354	Townsend Public Affairs Inc District legislative consulting services. Board Date: 05/02/12	DIS	5899	78,600.00
P0327538	Dell Higher Education Computer servers for IT Dept	DIS	6402	71,262.57
P0327250	ii Fuels, Inc FY 2012/2013 District Wide Fuel	TRANS	4676	65,000.00
P0327542	CR & R Inc Bid #1993 - Collection & disposal of solid waste. Board Date: 05/18/11	OCC	5510	60,000.00
P0327217	Cambridge West Partnership LLC FY 2012/2013 OCC, GWC, CCC Building/Facilities CAP-LOAD Planning. Board Date: 06/20/12	DIS	5899	58,000.00
P0327237	Certified Transportation Services Inc FY 2012/2013 District-wide charter bus services	TRANS	5857	50,000.00
P0327258	United States Postal Service Open PO for postage for mailroom	OCC	5831	50,000.00
P0327270	Mobile Modular Management Corp Open purchase order for rental of fifteen modular units. Board Date: 06/20/12	CCC	5684	44,322.00
P0327279	Waxie Sanitary Supply Open PO paper custodial supplies	OCC	4312	40,000.00
P0327453	Postmaster Open PO for bulk mailing postage	DIS	5831	40,000.00
P0327194	Bob's Shade & Linoleum Carpeting installation	CCC	5899	28,045.39
P0327278	Xerox Corp CCCD truck load of white copier paper	DIS	4312	26,066.88
P0327280	Trend Offset Printing Class schedule & catalog printing	CCC	4321	26,000.00
P0327423	Cablemasters Classroom computer cable infrastructure	CCC	5899	25,971.24
P0327431	Knorr Systems Inc Open PO for chemicals as needed for campus pools	OCC	4312	25,000.00
P0327541	Ascent Elevator Services SMA for elevators and dumbwaiter	OCC	5638	25,000.00
P0327169	ABTECH Virtualization equipment, software & maintenance	GWC	6412	23,869.67
P0327294	L & T Print Corp	CCC	4321	20,000.00

Purchase Orders

P0327301	Open PO for printing envelopes Postmaster	CCC	5831	20,000.00
P0327263	Open PO for mailing class schedules & catalogs TechRoom Inc	CCC	5638	18,000.00
P0327544	Open PO for service & maintenance for Apple computers Vital Link OC	DIS	5899	17,200.00
P0327545	Open PO to provide participant facilitation for externship - Board Date: 04/06/11 Vital Link OC	DIS	5899	16,000.00
P0327210	Open PO for participant facilitation for Externship. Board 04/06/11 Apple Computer Inc	CCC	4315	15,568.37
P0327286	Student Apple iPad's for basic skills grant Coastal Press Inc	CCC	4321	15,000.00
P0327289	Open PO for printing services Home Depot	OCC	4312	15,000.00
P0327292	Open PO for general maint supplies Irvine Pipe & Supply	OCC	4677	15,000.00
P0327435	Open PO for plumbing repair parts Unisource Worldwide Inc	OCC	4312	15,000.00
P0327436	Open PO for general custodial supplies Waxie Sanitary Supply	OCC	4312	15,000.00
P0327546	Open PO for general custodial supplies Vital Link OC	DIS	5899	15,000.00
P0327412	Open PO for participant facilitation for Externship. Business Properties Partnership No 15	CCC	5684	13,557.39
P0327304	Lease payments at 10156 Adams Ave for Art Gallery Chem Pro Laboratory Inc	GWC	5650	13,488.00
P0327183	Open PO for water treatment chemicals campus-wide Digital Networks Group Inc	OCC-GB	6250	12,938.72
P0327182	Upgrade audio visual infrastructure in Fine Arts Room 119 (GOB) Digital Networks Group Inc	OCC-GB	6250	12,067.18
P0327185	Upgrade audio visual infrastructure in Fine Arts Room 116 (GOB) Study in the USA Inc	GWC	5850	10,995.00
P0327159	Printed and website advertisements Western Graphics Plus	DIS	5899	10,775.00
P0327179	Open PO for print & storage of grant material. Board Date: 04/06/11 Lighting Specialties	OCC-GB	4312	10,639.81
P0327212	Lab tables for New Consumer Health & Lab Science Building (GOB) SIGMAnet Inc	CCC	4315	10,609.33

P0327268	Computer network infrastructure upgrade Vietnamese Community of OC Open PO for facility usage for classes	CCC	5684	10,539.00
P0327253	Iron Mountain Open PO for offsite storage of backup cartridges	DIS	5899	10,522.32
P0327247	Newport-Mesa Unified Sch Dist FY 2012/2013 Open PO for bus repair parts & service	TRANS	5657	10,000.00
P0327281	Alan's Lawnmower & Garden Ctr Inc Open PO for general grounds supplies	OCC	4312	10,000.00
P0327283	Eberhard Equipment Inc Open PO for repair parts for mowers	OCC	4677	10,000.00
P0327285	Eberhard Equipment Inc Open PO for repairs/service to Grounds equipment	OCC	5657	10,000.00
P0327287	Main Electric Supply Co Open PO for campus electrical supplies	OCC	4312	10,000.00
P0327291	Consolidated Electrical Distributors Open PO for electrical repair parts	OCC	4677	10,000.00
P0327293	Johnstone Supply Open PO for HVAC repair parts	OCC	4677	10,000.00
P0327430	Smith Pipe & Supply Inc Open PO for campus irrigation system repair parts	OCC	4677	10,000.00
P0327432	Carter Brothers Fire & Life Safety Campus fire alarm repair parts	OCC	4677	10,000.00
P0327433	Smith Pipe & Supply Inc Open PO for sports fields irrigation system repair parts	OCC	4677	10,000.00
P0327434	Carter Brothers Fire & Life Safety Open PO for service & repairs to fire alarm systems	OCC	5650	10,000.00
P0327437	Greenleigh & Wong Technical Services LLC Open PO for projector bulbs	OCC	4401	10,000.00
P0327438	Scott Electric Open PO for projector bulbs	OCC	4401	10,000.00
P0327440	Ganahl Lumber Co Open PO for general building maintenance supplies	OCC	4312	10,000.00
P0327452	B & P Services Inc Open PO for HVAC repairs/maintenance	CCC	5650	10,000.00
P0327548	Xerox Corp Open purchase order for print shop copier supplies	OCC	4312	10,000.00
P0327415	Mobile Modular Management Corp	CCC	5684	9,594.00
P0327464	PL Hawn Co Inc	OCC	4312	9,500.00
P0327167	ePlus Technology inc	CCC	4315	9,280.50
P0327276	Oracle Corp	DIS	5638	9,196.00

Purchase Orders

P0327249	Chevron	TRANS	4676	9,000.00
P0327494	Normans Nursery Inc	OCC	4312	9,000.00
P0327322	UPS Protection Inc	DIS	5638	8,999.00
P0327461	Main Electric Supply Co	OCC	4312	8,500.00
P0327491	Calif Commercial Lighting Supply Inc	OCC	4312	8,500.00
P0327153	ThreeForks Inc	CCC	5899	8,000.00
P0327251	Union 76	TRANS	4676	8,000.00
P0327298	Halo Branded Solutions	CCC	5850	8,000.00
P0327473	Chem Pro Laboratory Inc	OCC	4312	7,980.00
P0327505	Knorr Systems Inc	OCC	5638	7,970.04
P0327235	Shell Oil	TRANS	4676	7,500.00
P0327328	Home Depot	OCC	4312	7,500.00
P0327277	Synegi Inc	DIS	5638	7,488.00
P0327516	Leonard Chaidez Tree Service	OCC	5665	7,200.00
P0327382	Saddleback Materials Co Inc	OCC	4312	7,000.00
P0327469	Montgomery Hardware Co	OCC	4677	7,000.00
P0327517	Leonard Chaidez Tree Service	OCC	5665	7,000.00
P0327275	GTC Systems	DIS	5638	6,821.76
P0327236	Mutual Liquid Gas & Equipment	TRANS	4676	6,500.00
P0327240	Daniels Tire Service	TRANS	4677	6,500.00
P0327356	Airgas West Inc	OCC	4312	6,500.00
P0327208	JDK Drilling Inc	DIS	5665	6,200.00
P0327316	Grainger	GWC	4677	6,000.00
P0327325	Star Microwave Service Corp	DIS	5657	6,000.00
P0327449	Home Depot	GWC	4677	6,000.00
P0327450	Minuteman Plumbing & Drains	GWC	5899	6,000.00
P0327218	Campus Solutions	CCC	5899	5,834.75
P0327184	Digital Networks Group Inc	OCC-GB	6250	5,577.86
P0327321	UPS Protection Inc	DIS	4315	5,400.00
P0327262	StreetWise Networks LLC	DIS	5638	5,280.00
P0327507	Steris Corp	GWC	5638	5,211.80
P0327222	Amy Transportation	DIS	5857	5,000.00
P0327223	ABC Companies	TRANS	5657	5,000.00
P0327238	Liberty Charter Inc	TRANS	5857	5,000.00
P0327242	Hub Auto Supply	TRANS	4677	5,000.00
P0327309	ControlWorks Inc	GWC	5650	5,000.00
P0327332	Yale Chase Equipment & Services Inc	OCC	5657	5,000.00
P0327334	McMaster-Carr	OCC	4677	5,000.00
P0327357	Crop Production Services Inc	OCC	4312	5,000.00
P0327359	Bee Busters Inc	OCC	5510	5,000.00
P0327373	Crop Production Services Inc	OCC	4312	5,000.00
P0327378	Northern Tool & Equipment Co	OCC	4312	5,000.00
P0327390	John Deere Landscapes Inc	OCC	4677	5,000.00
P0327395	ADI	OCC	4312	5,000.00
P0327397	Battery Systems Inc	OCC	4312	5,000.00
P0327400	Clark Security Products Inc	OCC	4312	5,000.00
P0327402	Dunn-Edwards Corp	OCC	4312	5,000.00
P0327404	Grainger	OCC	4312	5,000.00
P0327418	StreetWise Networks LLC	DIS	5657	5,000.00

Purchase Orders

P0327459	B & P Services Inc	CCC	5650	5,000.00
P0327476	Day & Nite Door Service Inc	OCC	5650	5,000.00
P0327477	Climatec Building Technologies Group	OCC	5650	5,000.00
P0327478	MS Rouse Co	OCC	5650	5,000.00
P0327479	Tint Pros	OCC	5650	5,000.00
P0327480	Professional Plumbing Inc	OCC	5650	5,000.00
P0327483	Main Electric Supply Co	OCC	4312	5,000.00
P0327484	SC Signs & Supplies LLC	OCC	4312	5,000.00
P0327487	Electro Systems Electric	OCC	5665	5,000.00
P0327489	Aguinaga Green Inc	OCC	4312	5,000.00
P0327490	Cal Partitions Inc	OCC	4312	5,000.00
P0327492	Home Depot	OCC	4312	5,000.00
P0327495	Sign-Mart	OCC	4312	5,000.00
P0327496	Simplot Partners	OCC	4312	5,000.00
P0327498	Waterline Technologies Inc	OCC	4312	5,000.00
P0327502	Storefront Door Repair	OCC	5650	5,000.00
P0327506	Castagna Awnings	OCC	5510	5,000.00
P0327510	Elmco Duddy	OCC	4677	5,000.00
P0327536	Commercial Door of OC Inc	OCC	5650	5,000.00
P0327551	Monoprice Inc	CCC	4315	5,000.00
P0327166	Studica Inc	CCC	5699	4,742.40
P0327164	SIGMANet Inc	CCC	4315	4,600.45
P0327205	Cal State Fullerton Philanthropic Found	DIS	5112	4,500.00
P0327333	Mesa Golf Carts Inc	OCC	5657	4,500.00
P0327514	Vital Link OC	DIS	5899	4,500.00
P0327539	GTC Systems	DIS	5699	4,322.24
P0327196	Dell Higher Education	CCC	4315	4,307.59
P0327197	Dell Higher Education	CCC	4315	4,307.59
P0327207	Atlas Environmental Engineering Inc	DIS	5665	4,163.50
P0327151	ThreeForks Inc	CCC	5899	4,000.00
P0327156	gopixel design studios inc	DIS	5899	4,000.00
P0327245	Grainger	OCC	4312	4,000.00
P0327512	Montgomery Hardware Co	OCC	4677	4,000.00
P0327552	Office Depot	CCC	4312	4,000.00
P0327192	Cal-Olympic Safety	GWC	4312	3,889.34
P0327302	Brink's Inc	CCC	5749	3,800.00
P0327241	Pep Boys	TRANS	4677	3,500.00
P0327335	United Parcel Service Inc	OCC	5831	3,500.00
P0327369	Staples Advantage	OCC	4312	3,500.00
P0327515	LRH Consulting	DIS	5899	3,500.00
P0327323	Quinn Power Systems	DIS	5638	3,463.00
P0327181	ThyssenKrupp Elevator Corp	GWC	5650	3,320.00
P0327172	ePlus Technology inc	CCC	5638	3,082.95
P0327248	Smog & Gas of Costa Mesa	TRANS	5657	3,000.00
P0327252	Transportation Charter Services Inc	TRANS	5857	3,000.00
P0327329	Home Depot	OCC	4312	3,000.00
P0327348	Dept of Industrial Relations	OCC	6205	3,000.00
P0327361	Baker Rentals & Sales Inc	OCC	5682	3,000.00
P0327368	Fry's Electronics	OCC	4312	3,000.00

Purchase Orders

P0327371	Aguinaga Green Inc	OCC	4312	3,000.00
P0327380	Rain Bird Services Corp	OCC	4312	3,000.00
P0327389	Mesa Golf Carts Inc	OCC	4677	3,000.00
P0327392	Turf Tire Distributors	OCC	4677	3,000.00
P0327417	Model Glass & Mirror	OCC	5650	3,000.00
P0327462	Nexgen	OCC	4312	3,000.00
P0327485	Eberhard Equipment Inc	OCC	4677	3,000.00
P0327486	Kelly Equipment	OCC	4677	3,000.00
P0327319	Verizon Wireless	CCC	4312	2,844.61
P0327556	Time Dated Services	DIS	4312	2,800.00
P0327158	PGINET Consulting	DIS	5899	2,550.00
P0327221	Theodore Robins Ford	TRANS	5657	2,500.00
P0327225	Buswest LLC	TRANS	5657	2,500.00
P0327234	Prudential Overall Supply Co	TRANS	5899	2,500.00
P0327244	Southern Counties Lubricants LLC	TRANS	4676	2,500.00
P0327337	Federal Express Corp	OCC	5831	2,500.00
P0327405	Harbor Freight Tools	OCC	4312	2,500.00
P0327467	Accessorie Air Compressor Systems Inc	OCC	4677	2,500.00
P0327482	Dunn-Edwards Corp	OCC	4312	2,500.00
P0327501	Knorr Systems Inc	OCC	5657	2,500.00
P0327422	Hewlett Packard	CCC	6412	2,485.82
P0327162	Computerland of Silicon Valley	CCC	5638	2,410.05
P0327214	Hewlett Packard	CCC	4312	2,397.67
P0327254	Evisions Inc	DIS	5638	2,340.00
P0327177	Pivot Interiors Inc	OCC-GB	6250	2,287.54
P0327255	Facilities Protection Systems	DIS	5638	2,262.00
P0327176	Ganahl Lumber Co	OCC-GB	6120	2,211.41
P0327220	Dartco Transmission Sales & Service Inc	DIS	5657	2,000.00
P0327239	Enterprise Fleet Mgmt	TRANS	4677	2,000.00
P0327243	Battery Systems Inc	TRANS	4677	2,000.00
P0327246	Pete's Road Service Inc	DIS	5899	2,000.00
P0327260	Office Depot	CCC	4312	2,000.00
P0327269	Office Depot	OCC	4312	2,000.00
P0327272	Office Depot	OCC	4312	2,000.00
P0327295	South Beach Media Inc	CCC	4321	2,000.00
P0327308	Bob's Shade & Linoleum	GWC	5650	2,000.00
P0327318	Great Western Sanitary Supply	GWC	4312	2,000.00
P0327330	Powertron Battery Co	OCC	4312	2,000.00
P0327351	Dell Higher Education	OCC	4315	2,000.00
P0327364	Saddleback Golf Cars	OCC	4677	2,000.00
P0327370	Grainger	OCC	4312	2,000.00
P0327394	Daniels Tire Service	OCC	5657	2,000.00
P0327396	Austin Hardwoods	OCC	4312	2,000.00
P0327398	Builders Security Locks & Services Inc	OCC	4312	2,000.00
P0327403	Graybar Electric	OCC	4312	2,000.00
P0327409	Home Depot	OCC	4312	2,000.00
P0327441	Allied Refrigeration Inc	GWC	4677	2,000.00
P0327446	OC Fire Protection Inc	GWC	5899	2,000.00
P0327465	Plastic Sales Southern Inc	OCC	4312	2,000.00

Purchase Orders

P0327475	Agriserve Pest Control	OCC	5510	2,000.00
P0327481	Fry's Electronics	OCC	4312	2,000.00
P0327493	Neozyme Int'l Inc	OCC	4312	2,000.00
P0327503	ID Card Technology Corp	OCC	5657	2,000.00
P0327509	BAVCO Backflow Apparatus-Valve	OCC	4677	2,000.00
P0327513	Shiffler Equipment Sales Inc	OCC	4312	2,000.00
P0327528	Hoover Printing & Lithography Inc	OCC	4312	2,000.00
P0327531	Electro Systems Electric	OCC	5657	2,000.00
P0327420	League for Innovation	DIS	5320	1,980.00
P0327203	gopixel design studios inc	DIS	5899	1,900.00
P0327150	C2 Reprographics	OCC-GB	6269	1,850.00
P0327451	Storage Place	CCC	5684	1,800.00
P0327187	All Pro Building Maintenance Inc	GWC	5899	1,758.00
P0327224	Zep Manufacturing Co	TRANS	4312	1,750.00
P0327213	Apple Computer Inc	CCC	4315	1,743.69
P0327527	The Shredders	OCC	4312	1,600.00
P0327533	KK Termite Inc	OCC	5510	1,600.00
P0327180	CDWG	CCC	4315	1,575.78
P0327206	Digital Networks Group Inc	OCC-GB	5899	1,544.16
P0327267	Office Depot	OCC	4312	1,500.00
P0327297	ocdm marketing	CCC	5899	1,500.00
P0327315	Ewing Irrigation Products Inc	GWC	4312	1,500.00
P0327338	Pitney Bowes Presort Services Inc	OCC	5831	1,500.00
P0327339	Priority Mailing Systems LLC	OCC	4312	1,500.00
P0327366	Grainger	OCC	4312	1,500.00
P0327383	Southern Counties Lubricants LLC	OCC	4312	1,500.00
P0327391	Turf Star Inc	OCC	4677	1,500.00
P0327407	Industrial Metal Supply	OCC	4312	1,500.00
P0327439	ActiveCare Inc	CCC	4312	1,500.00
P0327466	Sims-Orange Welding Supply Inc	OCC	4312	1,500.00
P0327504	Roto-Rooter Plumbers	OCC	5665	1,500.00
P0327532	Yale Chase Equipment & Services Inc	OCC	5657	1,500.00
P0327171	Hewlett Packard	GWC	6412	1,354.31
P0327163	SIGMAnet Inc	CCC	4315	1,346.88
P0327211	Office Depot	DIS	4312	1,300.00
P0327190	Orvac Electronics Pasadena	CCC	4312	1,298.60
P0327261	System One Business Products Inc	CCC	5638	1,295.00
P0327199	Sehi Computer Products Inc	GWC	4315	1,288.34
P0327259	Micro Center	CCC	4312	1,200.00
P0327310	Dakota Backflow Co	GWC	5899	1,170.00
P0327195	Dell Higher Education	CCC	4315	1,101.61
P0327188	Automatic Boiler Co	GWC	5899	1,092.80
P0327219	Herff Jones - Cap & Gown Div	CCC	4312	1,064.80
P0327193	Orvac Electronics Pasadena	CCC	4315	1,021.52
P0327152	ThreeForks Inc	CCC	5899	1,000.00
P0327229	Glenn's Alignment & Brake Service	TRANS	5657	1,000.00
P0327230	Mesa Muffler Services Inc	TRANS	5657	1,000.00
P0327231	Sun-X Auto Glass	TRANS	5657	1,000.00
P0327273	Office Depot	OCC	4312	1,000.00

Purchase Orders

P0327274	Office Depot	OCC	4312	1,000.00
P0327296	Pcc Technology	CCC	4310	1,000.00
P0327299	RingClear LLC	CCC	5850	1,000.00
P0327341	Coastline Equipment Co	OCC	5657	1,000.00
P0327343	GlaxoSmithKline	OCC	4312	1,000.00
P0327344	Medical Arts Press	OCC	4312	1,000.00
P0327345	Waxie Sanitary Supply	OCC	4312	1,000.00
P0327346	Follett Higher Education Group Inc #1094	OCC	4312	1,000.00
P0327360	Extron Electronics	OCC	4677	1,000.00
P0327365	mac guys	OCC	5657	1,000.00
P0327372	Digital Networks Group Inc	OCC	4401	1,000.00
P0327374	Digital Networks Group Inc	OCC	4677	1,000.00
P0327375	DM Color Express Inc	OCC	4312	1,000.00
P0327376	Hub Auto Supply	OCC	4312	1,000.00
P0327377	Industrial Metal Supply	OCC	4312	1,000.00
P0327379	Kimball Midwest	OCC	4312	1,000.00
P0327388	Irvine Pipe & Supply	OCC	4677	1,000.00
P0327393	South Coast Bobcat Inc	OCC	5657	1,000.00
P0327399	Cal-Wal Gypsum Supply	OCC	4312	1,000.00
P0327410	AA Equipment	OCC	4677	1,000.00
P0327444	Home Depot	GWC	4312	1,000.00
P0327445	Johnstone Supply	GWC	4677	1,000.00
P0327463	Russell Sigler Inc	OCC	4677	1,000.00
P0327468	White Cap Construction Supply	OCC	4312	1,000.00
P0327470	Wells Supply Co	OCC	4677	1,000.00
P0327471	Won Door Corp	OCC	4677	1,000.00
P0327472	State Industrial Products Corp	OCC	4312	1,000.00
P0327488	C2 Reprographics	OCC	4312	1,000.00
P0327497	Village Nurseries LP	OCC	4312	1,000.00
P0327508	KK Termite Inc	OCC	5510	1,000.00
P0327511	Knorr Systems Inc	OCC	4677	1,000.00
P0327518	OCC Food Services	OCC	4312	1,000.00
P0327520	All-Pack Co Inc	OCC	4312	1,000.00
P0327522	Saddleback Golf Cars	OCC	4312	1,000.00
P0327523	System One Business Products Inc	OCC	4312	1,000.00
P0327524	Print & Finishing Solutions	OCC	4312	1,000.00
P0327537	Follett Higher Education Group Inc #1094	OCC	4312	1,000.00
P0327233	Siemens Industry Inc	DIS	5899	875.00
P0327165	SIGMAnet Inc	CCC	4315	833.13
P0327191	On-Site LaserMedic Corp	GWC	4315	826.30
P0327540	Office Depot	OCC	4312	800.00
P0327198	Hewlett Packard	CCC	4315	784.43
P0327525	Micro Center	OCC	4312	750.00
P0327327	CI Business Equipment Inc	DIS	5638	729.00
P0327535	Alliance Payphone Inc	OCC	5519	708.00
P0327216	Hewlett Packard	CCC	4315	697.84
P0327186	Smardan Supply Co-Orange Coast	GWC	4312	627.83
P0327178	Int'l Business Machines Corp	CCC	5699	605.40
P0327340	Prudential Overall Supply Co	OCC	5510	600.00

Purchase Orders

P0327555	Costa Mesa Chamber of Commerce	DIS	5320	600.00
P0327200	Pearson Education	CCC	4312	561.70
P0327201	Pearson Education	CCC	4312	561.70
P0327189	Scantron Corp	CCC	4312	516.77
P0327226	Anaheim-Fullerton Towing	TRANS	5899	500.00
P0327228	TrucParCo	TRANS	4677	500.00
P0327232	Tom's Truck Center Inc	TRANS	5657	500.00
P0327264	Office Depot	CCC	4312	500.00
P0327288	Jalema Inc	CCC	4312	500.00
P0327303	Cameron Welding Supply Inc	GWC	4312	500.00
P0327305	B & P Services Inc	GWC	5650	500.00
P0327306	Community Lock & Safe Service	GWC	4677	500.00
P0327307	Battery Systems Inc	GWC	4312	500.00
P0327312	Dunn-Edwards Corp	GWC	4312	500.00
P0327313	Eberhard Equipment Inc	GWC	4677	500.00
P0327324	Micro Center	DIS	4312	500.00
P0327342	Crown Ace Hardware	OCC	4312	500.00
P0327347	OCC Food Services	OCC	4312	500.00
P0327352	Office Depot	OCC	4312	500.00
P0327353	Office Depot	GWC	4312	500.00
P0327362	Graybar Electric	OCC	4677	500.00
P0327367	Follett Higher Education Group Inc #1094	OCC	4312	500.00
P0327381	Sims-Orange Welding Supply Inc	OCC	4312	500.00
P0327384	A & M Cleaning Equipment	OCC	4677	500.00
P0327385	Direct Edge Inc	OCC	4677	500.00
P0327386	Ditch Witch Southern Calif	OCC	4677	500.00
P0327387	Golf Ventures West	OCC	4677	500.00
P0327401	Certified Laboratories Division	OCC	4312	500.00
P0327406	Hub Auto Supply	OCC	4312	500.00
P0327408	Home Depot	OCC	4677	500.00
P0327421	CCIE	DIS	5320	500.00
P0327448	LT Enterprises	GWC	5657	500.00
P0327454	Alan's Lawnmower & Garden Ctr Inc	CCC	4312	500.00
P0327455	Abc Window Cleaning Inc	CCC	5899	500.00
P0327458	B & M Lawn & Garden Center	CCC	4312	500.00
P0327499	Tomark Sports	OCC	4312	500.00
P0327500	OC Pump Corp	OCC	5657	500.00
P0327521	Follett Higher Education Group Inc #1094	OCC	4312	500.00
P0327526	Lynde-Ordway Co	OCC	4312	500.00
P0327534	OCC Food Services	OCC	4312	500.00
P0327547	Office Depot	CCC	4312	500.00
P0327550	Office Depot	CCC	4312	500.00
P0327519	Displays2Go	OCC	4312	491.78
P0327424	Monoprice Inc	CCC	4315	487.39
P0327300	Pacific Typewriter & Communications Inc	CCC	5638	475.00
P0327170	Sehi Computer Products Inc	GWC	4315	451.01
P0327271	Office Depot	DIS	4312	450.00
P0327215	Hewlett Packard	CCC	4315	444.20
P0327266	Office Depot	CCC	4312	400.00

Purchase Orders

P0327349	Office Depot	OCC	4312	400.00
P0327350	Office Depot	OCC	4312	400.00
P0327529	Home Depot	OCC	4312	400.00
P0327204	OCC Food Services	OCC	5899	392.65
P0327202	Pearson Education	CCC	4312	374.90
P0327173	Office Depot	CCC	4312	351.71
P0327447	Ken's Locksmithery	GWC	4677	350.00
P0327314	Golf Ventures West	GWC	4677	300.00
P0327317	John Deere Landscapes Inc	GWC	4312	300.00
P0327336	Follett Higher Education Group Inc #1094	OCC	4312	300.00
P0327358	Portacraft Inc	OCC	4312	300.00
P0327429	Art Supply Warehouse	CCC	4312	300.00
P0327456	Beach City Lift Inc	CCC	5638	300.00
P0327457	Bob's Shade & Linoleum	CCC	4312	300.00
P0327160	Office Depot	CCC	4312	264.40
P0327175	RingClear LLC	CCC	5699	250.68
P0327227	Myers Tire Supply	TRANS	4677	250.00
P0327363	Mar Vac Electronics	OCC	4677	250.00
P0327442	Bishop Co	GWC	4312	250.00
P0327443	Fastenal Co	GWC	4677	250.00
P0327168	Amazon.com	DIS	4312	240.67
P0327157	Amazon.com	DIS	4312	202.53
P0327290	Lynde-Ordway Co	CCC	5899	200.00
P0327311	Fastenal Co	GWC	4677	200.00
P0327549	Office Depot	DIS	4312	141.29
P0327419	OC School Boards Assn	DIS	5320	125.00
P0327554	Amazon.com	DIS	4312	124.13
P0327161	MicroAge	GWC	4315	101.93
P0327530	LA Grinding Co	OCC	5657	100.00
P0327174	Bulbs.com Inc	DIS	4312	75.32
P327553	Amazon.com	DIS	4312	53.82
P0327355	Follett Higher Education Group Inc #1094	OCC	4312	50.00
P0327416	Office Depot	CCC	4312	42.66
P0327256	Educause	DIS	4312	40.00
P0327320	Hitt Marking Devices Inc	DIS	4312	37.28
P0327411	Hitt Marking Devices Inc	DIS	4312	18.64
	Total			<u>2,264,632.26</u>

Object Code Legend

3000-3999	Staff Benefits
4200-4299	Books, Replacement of
4300-4799	Supplies/Printing
5100-5199	Consultants/Lecturers
5200-5299	Conferences/Travel
5300-5399	Dues/Memberships/Subscriptions
5400-5499	Insurance
5500-5599	Utilities/Services/Contracts
5600-5601	Film Rental

5630-5673 Repairs/Equipment and Facilities
5682-5699 Lease/Rentals
5700-5899 Other Expense of Operations
6100-6299 Site/Site Improvements/Building
6300-6399 Books, New Acquisitions
6400-6499 Equipment, New/Replacement

21. Ratification / Approval of Checks

Subject **21.01 DIS - Ratification/Approval of Checks**
Meeting Jul 18, 2012 - Regular Meeting
Category 21. Ratification / Approval of Checks
Access Public
Type Consent

File Attachments

[07182012checkapproval.pdf \(353 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
169937	CCC Contract Education Military Student Fee Reconciliation	1,262,981.23
170161	Dennison Electric Inc Bid 1992 Newport Learning CTR	720,588.00
170572	West-Tech Mechanical Inc Bid 1992 Newport Learning CTR	648,474.00
169908	Medco Health Solutions Inc Medical Prescription claims	279,948.04
170576	Medco Health Solutions Inc Medical Prescription claims	263,923.46
170156	Anderson Charnesky Structural Steel Inc Bid 1992 Newport Learning CTR	216,532.00
170224	Haas Factory Outlet Bid 2006 OCC	206,261.51
170390	Coast Community College Dist Medical Claims Districtwide	192,310.42
170171	Coast Community College Dist Medical Claims Districtwide	155,111.88
170168	Superior Wall Systems Inc Bid 1992 Newport Learning Ctr	136,080.00
169907	Coast Community College Dist Medical Claims Districtwide	132,502.33
170362	Southern Calif Edison Co Districtwide Electricity	101,624.18
170162	Dennison Electric Inc Bid 1992 Newport Learning Ctr	80,065.00
170166	PK Mechanical Systems Inc Bid 1992 Newport Learning Ctr	71,780.00
169861	Lew Edwards Group Professional Consulting Services	65,403.65
170277	WestEd Services for BS70 Evaluation Grant	56,283.22
169889	SunGard Higher Education Inc Voyager Tech Support and Service	53,103.94
170165	Link-Nilsen Corp Bid 1992 Newport Beach Learning Ctr	50,025.00
170167	RC Construction Services Inc Bid 1994 Newport Learning Ctr	46,315.00
170070	Hewlett Packard CCC Computers for Classrooms	44,724.72

170401	Avalon Center at Garden Grove	44,056.21
	Lease Payment for One Stop Westminster	
170569	Graybar Electric	42,849.24
	CCC Cabling Supplies	
169846	Government.Jobs.com Inc	42,300.00
	District Hiring Management Software	
170265	The Irvine Co LLC	38,404.12
	Lease payment for One Stop Center, Irvine	
170283	Xerox Corp	33,040.90
	OCC Service Maintenance Agreement	
170010	VMWare Inc	29,691.38
	OCC Software Service Maintenance	
170027	Delta Health Systems	27,877.00
	Medical Administrative Services	
170389	Cambridge West Partnership LLC	25,000.00
	OCC,GWC,CCC Building/Facilities Program	
170157	Anderson Charnesky Structural Steel Inc	24,059.00
170566	Advanced Communications Engineering	21,863.92
170209	ePlus Technology inc	20,994.35
169896	West Coast Technology	20,795.11
170246	Paton Group	19,059.75
170567	Bundy-Finkel Architects Inc	18,110.82
169953	ePlus Technology inc	17,525.35
170026	Anthem Blue Cross	16,981.30
170308	ePlus Technology inc	16,535.42
170344	PGINET Consulting	15,950.00
170536	Vital Link OC	15,750.00
170520	Tangram	15,162.23
170143	Vasquez & Co LLP	15,000.00
170204	Cheryl Dettrick	15,000.00
170059	ePlus Technology inc	14,663.38
169905	Alliant Insurance Services Inc	13,750.00
170416	Commonwealth Annuity	13,740.54
170368	ThreeForks Inc	13,000.00
169873	OC Treasurer-Tax Collector	12,905.00
170425	Ellucian Support Inc	12,891.00
169848	GWC Associated Students	12,498.38
169942	City of Huntington Beach	11,712.93
170298	Cambridge West Partnership LLC	11,700.00
170568	Continental Flooring Inc	11,642.00
169994	Office Depot	11,591.64
170239	Mesa Consolidated Water Dist	11,423.70

170343	On-Site LaserMedic Corp	11,403.99
170373	Western Graphics Plus	10,775.00
169892	Unisource Worldwide Inc	10,703.41
170338	OCE' Financial Services Inc	10,233.59
170263	Superior Asphalt Paving Inc	10,000.00
169977	Lynberg & Watkins	9,883.78
170085	Kern Community College Dist	9,391.97
169938	CCCD Student Refunds	9,307.99
170531	Ultimate Gifts	9,296.63
170207	Elavon	9,270.03
170244	Oracle America Inc	9,247.69
170058	Electro Systems Electric	9,050.00
170164	Inland Building Construction Cos Inc	9,000.00
170095	Montgomery Hardware Co	8,874.95
170158	B & P Services Inc	8,860.00
169871	Normans Nursery Inc	8,741.00
170526	Total Compensation Systems Inc	8,300.00
170301	CCCD Student Refunds	8,263.00
170329	Main Electric Supply Co	8,062.68
170140	Total Recall Captioning Inc	8,030.00
169995	Pelican Center LP	8,000.00
170091	Steve Linthicum	8,000.00
170256	Amelia Schulz	8,000.00
170537	VWR Int'l LLC	7,778.01
170159	Best Contracting Services Inc	7,605.00
169986	OC Auditor-Controller	7,552.00
169987	OC Auditor-Controller	7,515.50
170133	The Gas Co	7,468.14
169966	ii Fuels, Inc	7,451.02
169958	Follett Higher Education Group Inc #1181	7,372.13
170107	Ovid Technologies Inc	7,280.00
170400	AT&T Datacomm Inc	7,219.25
170019	OCC Food Services	7,156.58
169957	Follett Higher Education Group Inc #1094	6,954.40
169456	Amer Underground Inc	6,850.00
170007	Total Recall Captioning Inc	6,765.00
170077	ii Fuels, Inc	6,690.64
170008	Townsend Public Affairs Inc	6,550.00
170432	Follett Higher Education Group Inc #1180	6,546.23
170571	Tint Pros	6,472.00
170230	Jobelephant.com Inc	6,372.00
169946	Constellation NewEnergy Inc	6,281.39

170199	Constellation NewEnergy Inc	6,185.31
169891	ThreeForks Inc	6,000.00
170150	Lale Yurtseven	6,000.00
170123	Sehi Computer Products Inc	5,954.18
170149	Xerox Corp	5,798.11
169490	Southern Calif Edison Co	5,725.40
169910	Aardvark Clay Supply	5,568.31
169952	Engineerica Systems Inc	5,160.00
170219	GovConnection Inc	5,057.90
170100	OC Business Council	5,000.00
170481	Pitney Bowes Reserve Account	5,000.00
170228	Infinity Designs	4,956.50
170037	AT & T	4,935.66
169923	B & P Services Inc	4,757.09
170532	Union Bank	4,726.04
170001	Riddell/All American Sports Corp	4,696.46
170468	Main Electric Supply Co	4,658.03
170325	Knorr Systems Inc	4,575.99
169936	CCC Contract Education	4,563.00
170296	Cal State Fullerton Philanthropic Foundation	4,500.00
170074	Home Depot	4,473.51
170096	MS Rouse Co	4,460.00
170051	CR & R Inc	4,433.85
170098	Newport-Mesa Unified Sch Dist	4,430.63
170138	The Gas Co	4,398.95
170453	Home Depot	4,392.99
169975	Long Beach Marine Institute	4,350.00
170264	Terremark North America Inc	4,235.00
169877	On-Site LaserMedic Corp	4,230.95
170288	Apex Audio Inc	4,179.07
170262	Southern Calif Edison Co	4,142.45
170014	Xerox Corp	4,121.50
170478	Office Depot	4,092.99
169965	HRMS Inc	4,000.00
170218	gopixel design studios inc	4,000.00
169903	Graybar Electric	3,888.13
170466	LRH Consulting	3,800.00
170130	State Board of Equalization	3,776.00
170163	Graybar Electric	3,765.08
170241	Northcott Painting Co	3,655.00
169479	NCS Pearson Inc	3,520.00
170235	LRH Consulting	3,500.00

170493	Rhino Electric Supply	3,479.16
170122	Sea Clear Pools Inc	3,400.00
170025	Graybar Electric	3,324.10
170476	Northcott Painting Co	3,150.00
170426	ePlus Technology inc	3,105.36
169884	Riddell/All American Sports Corp	3,007.92
169935	Craig Caughlin	3,000.00
169971	Darla Jones	3,000.00
170137	The Gas Co	2,967.56
170503	Sign-Mart	2,955.74
170193	CCCD-Cash Clearing	2,935.13
169838	Dell Higher Education	2,902.65
169945	Coast Fitness Repair Shop	2,865.30
169473	Huntington Beach High School	2,850.68
170045	Carter Brothers Fire & Life Safety	2,848.08
169947	Custom Building Maintenance	2,820.00
170424	Eberhard Equipment Inc	2,801.87
170294	Besam Entrance Solutions	2,766.16
169852	Haz Party Rentals	2,675.36
170548	Smart & Final Stores LLC	2,666.61
170303	Certified Transportation Services Inc	2,664.00
170132	SVM LP	2,606.45
170110	PGINET Consulting	2,550.00
170353	Respondus Inc	2,545.00
169976	Rachelle Lopez	2,509.07
170300	Carter Brothers Fire & Life Safety	2,501.63
170280	Xerox Corp	2,488.09
170227	Independent Electric Supply Inc	2,423.93
169955	Daniel Exley	2,400.00
170510	Southern Calif Edison Co	2,378.03
169492	Tangram	2,337.01
170490	Quality Fence Co Inc	2,318.00
170177	Allied Refrigeration Inc	2,283.17
170128	Southern Calif Edison Co	2,281.26
170372	Waxie Sanitary Supply	2,260.22
170255	Scantron Corp	2,207.85
170312	Fry's Electronics	2,148.57
170034	Ascent Elevator Services	2,145.00
170075	Hoover Printing & Lithography Inc	2,133.45
170570	South Coast Air Quality Mgmt District	2,123.92
169495	Vital Link OC	2,100.00
170205	DTA Consulting Engineers Inc	2,100.00

170226	Home Depot	2,096.61
169874	OCC Food Services	2,074.22
169929	Beeson, Tayer & Bodine	2,009.43
170194	Cerritos Franchise Inc	2,000.00
170530	Tim Tyrell-Smith	2,000.00
169962	Anna Hanlon	1,967.15
169493	Verizon Wireless	1,921.06
170267	TrainSignal	1,915.20
170285	CCCD Workers Comp Trust Fund	1,882.39
170179	Apple Computer Inc	1,878.25
169941	City of Fountain Valley	1,826.67
170342	Office Depot	1,789.46
170316	Grainger	1,787.24
170066	Graybar Electric	1,783.14
170088	KPSS Inc	1,774.85
170574	Coast Federation of Classified Employees	1,756.77
169934	Carter Brothers Fire & Life Safety	1,743.88
170438	Don Godfrey	1,726.65
170474	Mobile Modular Management Corp	1,722.92
170331	Mercedes Medical	1,652.40
169481	Nextel Communications	1,618.73
170184	AT & T	1,614.06
170521	TCD Services Inc	1,600.00
170528	Maria Traver	1,532.50
170306	Coastal Press Inc	1,511.73
170299	Carolina Biological Supply	1,507.44
170336	OC Wholesale Flowers	1,483.18
170238	McMaster-Carr	1,481.02
170441	Grainger	1,439.67
170151	Susan Bierlich	1,437.27
170269	UPS Protection Inc	1,414.84
170113	Professional Personnel Leasing Inc	1,401.00
170197	CoA-END	1,400.00
170174	Air Treatment Corp	1,370.00
169878	Phoenix Group Info Systems	1,357.18
169933	Calif Pro Sports	1,354.68
170397	ArdreyGroup LLC	1,320.00
169972	JW Pepper & Son Inc	1,318.65
170101	OC Fire Protection Inc	1,310.00
169969	Jobelephant.com Inc	1,303.00
170060	Fastenal Co	1,301.80
170109	Pep Boys	1,294.90

170341	Odyssey Power Corp	1,293.53
170236	MailFinance Inc	1,290.08
169882	Refrigeration Supplies Distrib	1,267.14
169851	Harbor Freight Tools	1,224.91
169997	Promotions 4 U!	1,212.85
169455	AMEC Geomatrix Inc	1,200.00
170188	Frank Baker	1,200.00
170309	Ewing Consulting Services	1,200.00
170105	Office Depot	1,199.77
170212	Nancy Fong	1,194.00
169470	Heat Transfer Solutions Inc	1,190.00
170108	Pacific Parking Systems Inc	1,181.83
169979	MailFinance Inc	1,148.06
169835	Chem Pro Laboratory Inc	1,140.00
169931	Bob's Shade & Linoleum	1,135.10
169959	Fontis Solutions	1,131.99
170363	Spicers Paper Inc	1,124.91
170351	Rancho Santiago Comm College Dist	1,124.00
170414	Chem Pro Laboratory Inc	1,124.00
170515	Stater Bros Markets	1,119.18
170428	Facilities Protection Systems	1,098.00
170079	Iron Mountain	1,088.37
170545	Xerox Education Services Inc	1,069.67
170364	Staples Advantage	1,045.50
169857	John Deere Landscapes Inc	1,032.63
169885	Smith Pipe & Supply Inc	1,030.36
170125	Siemens Industry Inc	1,029.00
169840	Dept of Toxic Substances Ctrl	1,024.50
170337	OCE'	1,013.06
170134	The Gas Co	1,000.05
170222	GWC Associated Students	1,000.00
170485	Eva-Tevi Pok	1,000.00
170278	White Cap Construction Supply	999.38
170437	Go With Jo Travel	990.00
170002	Sehi Computer Products Inc	956.82
170170	CCCD Workers Comp Trust Fund	948.03
170266	Time Warner Cable	940.00
170291	AT & T	905.94
169914	Alan's Lawnmower & Garden Ctr Inc	903.55
169494	Verizon Wireless	898.96
170254	SC Signs & Supplies LLC	897.56
170083	Kelly Paper	895.82

169980	Marina Landscape Inc	895.00
170340	Oceanside Photo & Telescope	883.33
170146	Verizon Wireless	875.26
170514	State of CA-Military Dept	867.26
170114	Promotions 4 U!	865.53
169866	MSC Industrial Supply Co	865.28
169949	Dept of Justice	852.00
170345	Pitney Bowes Inc	846.18
170160	Best Contracting Services Inc	845.00
170003	Shinoda Design Center Inc	838.51
170175	Aircraft Spruce & Specialty Co	835.98
170484	Pocket Nurse	834.19
169926	Stephen Barnes	827.14
169950	Shirley Donnelly	805.00
170092	Los Angeles Co Office of Educ	800.00
170208	Electro Systems Electric	800.00
170504	Simplot Partners	797.81
169480	Newport-Mesa Unified Sch Dist	795.85
170104	Odyssey Power Corp	793.46
170225	Home Depot	787.30
170311	Fitzpatrick Dental Equipment Co Inc	784.92
169853	Henry Schein Inc	779.38
170043	Calply	770.03
169856	Home Depot	769.93
170444	Raine Hambly	763.88
170078	Infinite Security Solutions	758.36
170117	Psychological Assessment Resources Inc	751.68
170371	Waterline Technologies Inc	750.72
170423	e-academy Inc	750.00
169489	South Beach Media Inc	749.94
169964	Home Depot	741.56
169919	ARC	726.50
170392	Academic Senate	725.00
170202	Datamax O'Neil Printer Supplies	717.72
169984	Christine Nguyen	715.00
170313	Ganahl Lumber Co	713.72
169932	Business Wire	712.00
170029	Airgas West Inc	710.19
169921	Artistic Flowers	706.88
169930	Bruce Belo	700.00
170106	Orange Coast Auto Repair	699.25
170004	Siemens Industry Inc	695.02

170259	Shinoda Design Center Inc	680.86
170509	South Beach Media Inc	678.83
170369	Village Nurseries LP	677.86
169906	Amer Fidelity Assurance	675.89
169466	W. Dunn III	670.58
170201	Dakota Backflow Co	660.00
170000	Public Economics Inc	650.49
170056	Dunn-Edwards Corp	649.36
170055	Dove Professional Apparel Inc	645.65
170229	Irvine Pipe & Supply	635.89
169909	Medco Health Solutions Inc	631.77
169841	DM Color Express Inc	630.34
169912	ACT Inc	626.03
170535	Village Nurseries LP	625.46
170276	VWR Int'l Inc	604.98
170513	Staples Advantage	602.16
169608	James Greenfield	599.40
169691	Paul Maull	599.40
169718	Martin Newitz	599.40
170169	Theodore Bandaruk	599.40
170328	Halyna Le	599.00
170519	TALX Corp	592.00
170327	KPSS Inc	581.04
169897	Susan Winterbourne	580.52
169985	Craig Oberlin	574.14
170243	OCE'	572.35
169913	Air Delights	568.81
169469	Fernando Gonzalez	566.26
170220	Grainger	557.10
169462	Calif Tool Welding Supply	557.08
170028	First Health	554.60
169982	Medical Graphics Corp	549.15
169888	Stater Bros Markets	542.50
170147	Ward's Natural Science	538.98
169845	Garden Grove Unified Schools	537.09
170094	Monoprice Inc	536.79
169876	Office Depot	525.33
170240	Nextel Communications	524.31
170231	Johnstone Supply	522.82
169865	Mesa Golf Carts Inc	522.33
169915	Alco Target Co	508.72
170135	The Gas Co	503.78

170196	Jeff Clendenning	500.00
170216	Frank Gladstone	500.00
170257	SCR TTC	500.00
169821	Jane Wood	499.50
169463	Campus Solutions	483.10
170187	Austin Hardwoods	482.36
170260	Sims-Orange Welding Supply Inc	474.63
170200	CR & R Inc	473.52
170456	Infinite Security Solutions	467.44
169925	Baker Party Rentals	460.42
170195	City of Newport Beach	458.20
170573	Shirley Brisacher	457.20
169850	GWC Student Health Center	456.00
170062	FitStix LLC	456.00
169880	Promotions 4 U!	455.53
170198	Commission Accreditation of Allied Health Ed	450.00
170357	Scantron Corp	450.00
170221	Graybar Electric	445.76
170433	Fry's Electronics	440.15
170190	BJ Bindery Inc	432.83
169465	Digital River Inc	431.01
170033	Art Supply Warehouse	426.60
169988	OC Auditor-Controller	425.00
170365	T-Mobile USA	417.10
170506	Smart & Final Stores LLC	412.76
170057	Eberhard Equipment Inc	412.40
170482	Place, Bryanna B.	405.00
170541	Wilson, Amanda K.	405.00
170543	Wooden, Angela R	405.00
170469	Iliana Marin	404.18
170046	CCC Petty Cash	404.03
170203	George Del Carmen	403.32
170215	Tina Gill	403.32
170234	Barbara Long	403.32
170279	Stephen Whitson	403.32
170217	Don Godfrey	403.31
170013	Michael Warner	403.16
169844	Fry's Electronics	401.84
170302	Central Net Operations Authority	400.00
170507	Smog & Gas of Costa Mesa	400.00
169576	Richard Edmonson	399.60

170172	Helen Dorosh	399.60
169854	Marcela Hernandez	392.56
169940	Chem Pro Laboratory Inc	388.00
170176	Alan's Lawnmower & Garden Ctr Inc	387.57
169454	Aircraft Spruce & Specialty Co	385.10
169993	OCLC Inc	380.58
169890	Thomson West	378.30
170367	Thomson West	378.30
169869	NCS Pearson Inc	368.34
170214	John Giaconia	365.31
170533	Upchurch, Devan L	364.50
170119	Refrigeration Supplies Distrib	364.18
170016	Hobart Service	355.00
170475	Nguyen, Huy T.	351.00
170081	Irvine Pipe & Supply	350.43
170124	Shinoda Design Center Inc	350.14
169893	United Parcel Service Inc	350.00
170355	RP Group Inc	350.00
170213	Paul Frey	349.97
169939	CDWG	349.24
169900	Smart & Final Stores LLC	348.49
169472	Home Depot	346.63
169967	Iron Mountain Records Mgmt	345.05
170049	Constructive Playthings	344.85
170173	ActiveCare Inc	343.00
170460	Lange, Nicole H.	337.50
170112	Prince Enterprises Inc	330.72
170178	Amazon.com	329.99
169992	ocdm marketing	328.38
170076	Hub Auto Supply	328.38
170270	US Zero Waste Business Council	325.00
170271	US Zero Waste Business Council	325.00
170402	Bailey, Alyssa	324.00
170465	Lopez, Violeta C.	324.00
170491	Ram, Komal R	324.00
170498	Rodriguez, Linda A	324.00
170275	Verizon California	322.17
170464	Vinicio Lopez	320.85
169944	James Cline	319.90
170041	Brink's Inc	312.44
170102	OCC Food Services	311.64
169916	Amico Scientific Corp	307.95

170009	Travel Store Inc	304.70
170360	Siemens Industry Inc	303.45
170516	Marsha Stead	301.08
170403	Bee Busters Inc	300.00
170512	Caroline Spoja	300.00
169496	Claudia Ackley	299.70
169497	Perry Ader	299.70
169498	Dennis Alsted	299.70
169499	Domenick Anadio	299.70
169500	Robert Angus	299.70
169501	David Anthony	299.70
169502	Dean Anthony	299.70
169503	Joann Anthony	299.70
169504	Patricia Anthony	299.70
169505	Evelyn Armstrong	299.70
169506	Stephen Axelrad	299.70
169507	Sandra Badenoch	299.70
169508	William Badenoch	299.70
169510	Douglas Barrett	299.70
169511	Joseph Bednarski	299.70
169512	Jane Bennett	299.70
169513	Phillip Bernard	299.70
169514	Dianne Booth	299.70
169515	Robert Borthwick	299.70
169516	Dean Bosse	299.70
169517	Mary Bosse	299.70
169518	Ann Boughey	299.70
169519	Elizabeth Bowers	299.70
169520	Carolyn Breihan	299.70
169521	John Breihan	299.70
169522	Kristina Bruning	299.70
169523	Carol Burke	299.70
169524	Dennis Butler	299.70
169525	Jay Callaway	299.70
169526	Patricia Callaway	299.70
169527	Darline Calvert	299.70
169528	Roger Camp	299.70
169529	Elvin Campbell	299.70
169530	Patricia Candelaria	299.70
169531	Edith Cardinali	299.70
169532	James Carnett	299.70
169533	Bruce Cary	299.70

169534	Rosalia Caviezel	299.70
169535	Alice Ceraolo	299.70
169536	Philip Ceraolo	299.70
169537	Kevin Chard	299.70
169538	Mark Clark	299.70
169539	Marriott Clark	299.70
169540	Sharron Clark	299.70
169541	Thomas Clark	299.70
169542	Mona Coates	299.70
169543	Nancy Cole	299.70
169544	Norman Cole	299.70
169546	Donald Collins	299.70
169547	Stephen Cone	299.70
169548	Doris Cooper	299.70
169549	Brian Cowie	299.70
169550	Michael Cox	299.70
169551	Nettie Cox	299.70
169552	Kevin Coyne	299.70
169553	Kathryn Crown	299.70
169556	Nadine Davis	299.70
169557	Karen Decker	299.70
169558	Sanford Decker	299.70
169559	Robert Dees	299.70
169560	Bob Denton	299.70
169561	Susanna Denton	299.70
169562	Brooke Deputy	299.70
169563	Richard Dick	299.70
169564	Marilyn Dickson	299.70
169565	Martin Digiovanni	299.70
169566	Barbara Dilworth	299.70
169567	Jeffrey Dimsdale	299.70
169568	Daniel Dodt	299.70
169569	Michael Donoff	299.70
169570	Sharon Donoff	299.70
169571	John Dorosh	299.70
169572	Suzanne Droney	299.70
169573	Joan Duffy	299.70
169574	Arlene Eckstein	299.70
169575	Fred Eckstein	299.70
169577	Kathryn Edwards	299.70
169579	James Farley	299.70
169580	James Farris	299.70

169581	Robert Ferman	299.70
169582	Sharon Folga	299.70
169583	Thomas Folga	299.70
169584	Edward Fratantaro	299.70
169585	Lucille Fricker	299.70
169586	Norman Fricker	299.70
169587	Donald Friedman	299.70
169588	Leslie Friedman	299.70
169589	Annette Fruehan	299.70
169590	Joel Fruehan	299.70
169591	Rene Frutos	299.70
169592	Carol Garner	299.70
169593	Marsha Garrison	299.70
169594	Tom Garrison	299.70
169595	Arne Gjertsen	299.70
169596	Karen Gjertsen	299.70
169597	Guy Glassford	299.70
169598	Sherry Glassford	299.70
169599	Steven Goetz	299.70
169603	David Goshert	299.70
169604	Judith Goshert	299.70
169605	Stephen Grane	299.70
169606	David Gray	299.70
169607	Karen Gray	299.70
169609	Carol Grimes	299.70
169610	Raymond Grimes	299.70
169611	Linnea Guccione	299.70
169612	Stanley Hanson	299.70
169613	Ann Harmer	299.70
169614	John Harmer	299.70
169615	Judith Harmer	299.70
169616	Mimi Hart	299.70
169617	Connie Haw	299.70
169618	Fred Hayward	299.70
169619	Stephanie Hayward	299.70
169621	Julie Hearlson	299.70
169622	Linda Hehn	299.70
169623	Michael Hemphill	299.70
169624	Sandra Hemphill	299.70
169625	Truyen Ho	299.70
169626	Lou Hobbs	299.70
169627	Denise Hogate	299.70

169628	Carol Holben	299.70
169629	Richard Holben	299.70
169630	Barbara Hollowell	299.70
169632	Kenley Hunt	299.70
169633	William Hyde	299.70
169634	Sylvia Impert	299.70
169635	Raymond Irvine	299.70
169636	Hedy Ito	299.70
169637	Linda Jensen	299.70
169638	Francis Jessoe	299.70
169639	Cynthia Johnson	299.70
169640	Robert Johnson	299.70
169641	Stanley Johnson	299.70
169642	Angelina Jones	299.70
169643	Rita Jones	299.70
169644	Robert Jones	299.70
169645	Sharon Jones	299.70
169646	Amy Karasuda	299.70
169647	Shinichiro Karasuda	299.70
169648	Kermit Kay	299.70
169649	Babette Kelly	299.70
169650	Larry Keyser	299.70
169651	Nancy Keyser	299.70
169652	Nancy Kidder	299.70
169653	Gloria Kinnevey	299.70
169654	Karen Klammer	299.70
169655	Ronald Klein	299.70
169656	Valerie Klein	299.70
169657	David Koenig	299.70
169658	Sandra Kreil	299.70
169659	Nancy Kryder	299.70
169660	Robert Kurz	299.70
169661	Sally Kurz	299.70
169662	Claudia Ladd	299.70
169663	Edward Lambing	299.70
169664	Nancy Lambing	299.70
169665	June Leloup	299.70
169666	Brian Lewis	299.70
169667	Martin Lewis	299.70
169668	Ralph Lewis Jr.	299.70
169669	Cheryl Lindsay	299.70
169670	Donald Lindsay	299.70

169675	Carolyn Loy	299.70
169676	Robert Loy	299.70
169678	Sally Lund	299.70
169679	John Lundquist	299.70
169680	Richard Lutz	299.70
169681	Sandra Lutz	299.70
169682	John Mac Donald	299.70
169683	Bonnie MacDonald	299.70
169684	Marni Magda	299.70
169685	George Maine	299.70
169686	Susan Martin	299.70
169687	Douglas Mason	299.70
169688	Susanne Mason	299.70
169689	Lillian Matthews	299.70
169690	Robin Matthews	299.70
169692	Tara Mauli	299.70
169693	Doris May	299.70
169694	Theodore May	299.70
169695	Emmett Mayne	299.70
169696	Patricia Mayne	299.70
169697	James Mazur	299.70
169698	Linda Mazur	299.70
169699	Maryann Mc Manus	299.70
169700	Richard McCollom	299.70
169701	Diane Mefford	299.70
169702	Jane Megorden	299.70
169703	Roger Megorden	299.70
169704	Louis Mikelson	299.70
169705	Phillip Miller	299.70
169706	Sharon Miller	299.70
169707	Lynanne Minton	299.70
169708	James Mitchell	299.70
169709	Joan Mondragon	299.70
169710	Cecelia Morris	299.70
169711	John Mucciario	299.70
169712	Paula Mucciario	299.70
169713	Elaine Mullen-Barrett	299.70
169714	David Munoz	299.70
169715	Julie Myers	299.70
169716	Barbara Newbern	299.70
169717	Harold Newbern	299.70
169719	Polly Norwood	299.70

169720	Donna O'Neal	299.70
169721	Barbara Okabe	299.70
169722	Connie Olson	299.70
169723	Wayne Olson	299.70
169724	Donald Onishi	299.70
169725	Jeanette Onishi	299.70
169726	Hitoshi Ono	299.70
169727	Michael Ortell	299.70
169728	Kenneth Ortiz	299.70
169729	Marcelina Ortiz	299.70
169730	Harriet Ouellette	299.70
169731	John Outwater	299.70
169732	Norma Outwater	299.70
169733	Alan Paladino	299.70
169734	John Parker	299.70
169735	Willard Patterson	299.70
169736	Jill Pearson	299.70
169737	Hildigard Peconic	299.70
169738	Jack Peconic	299.70
169739	Chuong Pham	299.70
169740	Lan Pham	299.70
169741	Martha Pham	299.70
169742	Chester Platt	299.70
169743	Susan Platt	299.70
169744	Marino Presutti	299.70
169745	Rita Presutti	299.70
169746	Dolores Pritchard	299.70
169747	Leslie Purdy	299.70
169748	Christine Ragenovich	299.70
169749	James Reck	299.70
169750	Sharon Reck	299.70
169751	Robert Ricewasser	299.70
169752	Carl Roberson	299.70
169754	Sharon Robison	299.70
169755	Richard Rowe	299.70
169756	Donald Rueter	299.70
169757	Roseann Rueter	299.70
169758	Armando Ruiz	299.70
169759	Cathy Ruiz	299.70
169760	Robert Sands	299.70
169761	Patricia Scarfone	299.70
169762	John Schaefer	299.70

169763	Patricia Seebold	299.70
169764	Robert Seebold	299.70
169765	Michael Shanley	299.70
169766	Kenneth Shaw	299.70
169767	Cheryl Shrock	299.70
169768	Bertine Slosberg	299.70
169769	Kenneth Slosberg	299.70
169770	Carmen Smith	299.70
169771	Charles Smith	299.70
169772	Robert Smith	299.70
169773	Sandra Smith	299.70
169774	Mary Snedeker	299.70
169775	Vera Snyder	299.70
169776	Donna Springer	299.70
169777	Michael Springer	299.70
169778	Marlene Steck	299.70
169779	Wayne Steck	299.70
169780	Roy Stephens	299.70
169782	Carol Stevens	299.70
169783	Mark Stevens	299.70
169784	Gary Stratton	299.70
169785	Rosalind Stratton	299.70
169788	Joseph Surgenor	299.70
169789	Lori Suzuki	299.70
169790	Judith Tallman	299.70
169791	Theresa Tarlos	299.70
169792	Thomas Timmons	299.70
169793	Norman Tornheim	299.70
169794	Mary Trulin	299.70
169795	Ann Tyree	299.70
169796	Peter Vander Haeghen	299.70
169797	John Varga	299.70
169798	William Vega	299.70
169799	Frank Visco	299.70
169800	Jacqueline Visco	299.70
169801	David Walker	299.70
169802	Barry Wallace	299.70
169803	Jolene Wallace	299.70
169804	Dianne Walling	299.70
169805	Robert Walling	299.70
169806	Charles Warren	299.70
169807	Kathleen Waterman	299.70

169808	Norman Waterman	299.70
169809	John Waters	299.70
169810	Michael Wells	299.70
169811	Deven Werthman	299.70
169812	Lynn Whitmore	299.70
169813	Michael Williams	299.70
169814	Margie Willis	299.70
169816	Douglas Winey	299.70
169817	Joyce Wofford	299.70
169818	Danny Wojciechowski	299.70
169819	Judith Wolfe	299.70
169820	Eugene Wood	299.70
169822	Bob Wright	299.70
169823	Donna Wright	299.70
169825	Ling Chi Yeh	299.70
169826	Ning Yeh	299.70
169827	Kenneth Yglesias	299.70
169672	Kevin Long	298.80
170393	Acedo, Amanda	297.00
170396	Aragon, Jenifer	297.00
170139	The Shredders	295.00
170290	Art Supply Warehouse	294.06
170525	Toshiba Business Solutions	286.02
170191	Ted Boehler	285.68
170322	HpO Embroidery	285.00
170356	Safety 1st Pest Control Inc	283.50
169904	GWC Associated Students	281.84
170258	Shell Oil	272.71
170061	Federal Express Corp	272.59
169831	Baker Rentals & Sales Inc	270.38
170408	Caouette, Katherine	270.00
170411	Cerecedes, Margret	270.00
170413	Chavez, Beatriz	270.00
170346	Prince Enterprises Inc	269.70
169924	Baker & Taylor	269.55
169968	JIST Publishing	258.46
170252	Quick Caption	256.50
170410	CCC Petty Cash	255.94
169478	NCS Pearson Inc	251.81
170253	RingClear LLC	250.68
170189	Bee Busters Inc	250.00
170314	Golf Ventures West	247.00

170050	Barbara Cooper	245.84
170292	B & P Services Inc	243.79
169991	OCC Phi Theta Kappa	243.00
170517	Stewart, Melissa	243.00
170540	Wheeler, Stevie L	243.00
170232	Nancy Jones	241.47
169477	Los Alamitos Unified School Dist	237.31
169990	OCC Food Services	236.78
170233	LiNKS Sign Language & Interpreting Services	230.00
170318	Raine Hambly	229.87
170420	Dinsdale, Laura	229.50
170518	Stueland, Sarah K	229.50
170067	Greenwood & Hall	228.00
169839	Dept of Industrial Relations	225.00
169911	ABC Companies	225.00
170395	Amazon.com	223.36
170317	Graybar Electric	221.73
170527	Tran, Quynh Tram K	216.00
170534	Venegas, Elijah D	216.00
169483	Oscar Ortiz	215.21
169491	Suburban Water Systems	215.05
169872	Mary O'Connor	213.68
170148	Nancy Wilkey	212.00
170250	Pyro-Comm Systems Inc	210.00
170304	City of Fountain Valley	207.07
170242	OC Wholesale Flowers	204.73
170068	GWC Petty Cash	203.94
169485	Pocket Nurse	202.20
169883	Rhino Electric Supply	202.03
169858	Johnstone Supply	200.25
169862	Making Connections	200.00
170305	Coast Community College Dist	200.00
169578	Joyce Etherton	199.80
169631	Beth Hooper	199.80
169671	Yvonne Little	199.80
169753	Stephen Robinson	199.80
169781	Kenneth Steuck	199.80
169786	Henry Stumpf	199.80
169787	Megan Stumpf	199.80
169824	Kris Wysocki	199.80
169920	Art Supply Warehouse	197.83

169899	Orkin Commercial Services	196.00
169847	Grainger	195.68
170286	Amazon.com	193.62
170394	Alexander, Nicole	189.00
170352	Refrigeration Supplies Distrib	188.80
169898	Linda York	183.81
170549	Stater Bros Markets	182.65
170315	Marcia Gordon	177.29
169963	Home Depot	176.87
170421	Donoghue, Amanda	175.50
170439	Gonzalez, Elizabeth	175.50
170461	Lechuga, Yajaira	175.50
170538	Walker, Samantha E	175.50
170247	Prudential Overall Supply Co	175.19
170142	UPS Protection Inc	172.40
170032	Apex Audio Inc	169.00
170405	Borgstedt-Ortega, Kandace	162.00
170406	Bouvier, Brittany	162.00
170412	Chaney, Jenielle	162.00
170415	Chen, Anna	162.00
170422	Duarte, Leticia	162.00
170429	Fait, Stephanie	162.00
170448	Hernandez, Brittany	162.00
170467	Magana, Yesenia	162.00
170495	Ricot, Vanessa A	162.00
170524	Tolkach, Katsiaryna A	162.00
170542	Wood, Ashleigh Y	162.00
169836	Comprehensive Control Systems Inc	160.00
170080	Iron Mountain Records Mgmt	153.92
170359	Shinoda Design Center Inc	153.61
169843	Federal Express Corp	151.95
169833	Bee Busters Inc	150.00
170418	COSIPA	150.00
170192	Calif Tool Welding Supply	149.32
169974	Phuonganh Le	147.08
170332	Mesa Consolidated Water Dist	144.00
169960	Gale Group Inc	143.78
170502	Shred Confidential Inc	143.33
170452	Home Depot	142.07
169864	Medical Arts Press	140.44
170054	Dish Network Chicago	140.02
170237	Richard Mathias	135.64

169917	Andtech Corporation	135.00
170118	Pyro-Comm Systems Inc	135.00
170427	Erwin, Teresa	135.00
170501	Sherouse, Katie M	135.00
169830	AT & T	133.96
170307	Crown Ace Hardware	132.60
169948	Declues Burkett & Thompson LLP	130.50
170039	Elizabeth Barton	128.67
169870	Newport Exterminating	127.50
170463	Frederick Lockwood	127.38
170018	Home Depot	126.43
170087	Rene Kinn	125.85
169927	Beach City Lift Inc	125.21
169943	City of Newport Beach	123.75
170529	Turf Tire Distributors	121.97
170274	Verizon California	120.81
170505	Smardan Supply Co-Orange Coast	119.45
169486	Michelle Sambrano	119.01
170273	Yvonne Valenzuela	119.01
169956	Fisher Scientific	117.43
169487	Sehi Computer Products Inc	115.99
169468	Galls Inc	109.86
170042	Calif Stage & Lighting	108.98
170063	Flinn Scientific Inc	108.02
170093	Katherine Mckindley	107.85
170040	Lynn Black	107.35
170048	Paula Coker	107.35
170053	Janice Davis	107.35
170071	Nancy Hill	107.35
170072	Deborah Hirsh	107.35
170082	Teresa James	107.35
170086	Sheila Mae Kilayko Cruz	107.35
170099	Kelly O'Steen	107.35
170293	Marilyn Bailey	107.35
170334	Kathryn Mueller	107.35
170141	Unisource Worldwide Inc	106.32
170295	Blue Sky Outfitters	105.04
170374	Sylvia Worden	102.35
170333	MicroAge	101.93
169834	Caston Office Solutions	101.77
169894	Verizon California	101.62
170370	VWR Int'l Inc	100.30

169832	Beach Physicians Medical Group	100.00
169886	Smog & Gas of Costa Mesa	100.00
170005	Smog & Gas of Costa Mesa	100.00
170090	Janelle Leighton	100.00
170261	Smog & Gas of Costa Mesa	100.00
170361	Smog & Gas of Costa Mesa	100.00
169509	Marjorie J. Ball	99.90
169545	Susan Coleman	99.90
169554	Marius Cucurny	99.90
169555	Gorden Daniels	99.90
169600	Jill Golden	99.90
169601	Maureen Goldman	99.90
169602	Michael Goldman	99.90
169620	Valerie Hayward	99.90
169673	Linda Long	99.90
169674	Nettie Ann Loranger	99.90
169677	Stephen Ludwig	99.90
170020	Stater Bros Markets	98.60
170547	Orkin Commercial Services	98.00
169474	Johnstone Supply	96.98
170064	Ford Electronics Inc	96.66
170409	Carich, Lauren	94.50
170430	Flores, Ana	94.50
170445	Hansmann, Caroline D.	94.50
170458	Jorgensen, Lisa J.	94.50
170492	Ramsay, Pamela	94.50
170223	GWC Food Services	93.15
170103	OCC Petty Cash	92.37
170047	City of Huntington Beach	91.64
170324	Kelly Paper	91.52
170069	Lorraine Henry	87.49
170287	Antimite Termite & Pest Control	85.00
169855	Home Depot	84.05
170121	Loren Sachs	82.36
170575	Lewis, Jack S.	81.45
170131	Stater Bros Markets	81.34
170358	Sehi Computer Products Inc	81.31
170398	Asif, Almas	81.00
170399	Assayed, Zaynah	81.00
170431	Flores, Teresa	81.00
170434	Gaitan, Evelyn	81.00
170435	Garcia, Mary	81.00

169918	Aramark Uniform Services	56.65
170180	Aramark Uniform Services	56.65
170289	Aramark Uniform Services	56.65
169460	AT & T	54.87
169461	AT & T	54.87
170404	Bon, Alexandra	54.00
170417	Cooper, Kim	54.00
170449	Higley, Virginia	54.00
170450	Hilts, Lauren E.	54.00
170477	O'Neal, Radhi I.	54.00
170494	Rico, Monique E	54.00
170496	Riechers, Tina L	54.00
170523	Tillehkooh, Joanne	54.00
169484	Pep Boys	53.96
169981	Melinda Masters	53.84
169901	Stater Bros Markets	53.78
170152	Nancy Carri	53.67
170044	Elizabeth Caluag	53.28
169488	Smog & Gas of Costa Mesa	50.00
170127	Smog & Gas of Costa Mesa	50.00
170391	Academic Senate	50.00
170354	Rhino Electric Supply	48.48
170284	Stater Bros Markets	47.96
170297	Calif Stage & Lighting	47.30
170206	Eberhard Equipment Inc	47.15
170539	Waxie Sanitary Supply	46.25
169828	AAWCC	45.00
169954	Eversoft	44.82
170084	Ken's Locksmithery	44.18
170021	Xerox Corp	43.83
170030	Darian Aistrich	43.40
170419	Crown Ace Hardware	41.86
169475	Kelly Paper	39.47
169895	Jocelyn Wang	38.91
170186	AT & T	37.83
170183	AT & T	37.62
170126	Sims-Orange Welding Supply Inc	37.53
170012	Ward's Natural Science	37.45
170268	Turf Tire Distributors	37.17
169842	Dunn-Edwards Corp	36.69
170144	Verizon California	35.00
170251	Quartermaster OC	33.93

170440	Goud, Patricia	81.00
170442	Hahn, Renee C.	81.00
170443	Haley, Lisa M.	81.00
170447	Heinz, Lauren J.	81.00
170454	Hooper, Samantha	81.00
170457	Jacobs, Laura	81.00
170459	Korszyk, Ester M.	81.00
170462	Ledezma, Candelaria	81.00
170470	Martinez-Kelly, Denise L.	81.00
170471	Menchaca, Desiree K.	81.00
170473	Millhouse, Stacy M.	81.00
170479	Ortega, Soraya	81.00
170483	Plotkin, Marla A.	81.00
170497	Ritchie, Kathy L	81.00
170500	Russo, Donna L	81.00
170508	Soto, Elvira V	81.00
170522	Temple, Alison R	81.00
170546	Yamashiroya, Debra	81.00
169928	Lisa Becker	76.00
170451	Home Depot	75.00
169476	Richard Kudlik	74.93
169875	OCE'	73.28
169922	AT & T	72.96
169951	Eberhard Equipment Inc	70.22
170407	Bulbs.com Inc	69.90
169879	Zenia Phomphakdy	68.55
169887	Springdale Ace Hardware	68.28
170326	Konica Minolta Business Solutions	66.15
169459	AT & T	65.97
170211	FishMax.Com LLC	65.00
170245	Orkin Commercial Services	65.00
170310	FishMax.Com LLC	65.00
170544	Xerox Corp	64.58
170073	Home Depot	62.61
170129	Staples Advantage	60.06
169829	Apex Audio Inc	59.77
170031	Alliance Payphone Inc	59.00
169863	McMaster-Carr	58.92
169849	GWC Associated Students	58.35
169482	Office Depot	58.26
169973	Kelly Paper	58.07
169457	Aramark Uniform Services	56.65

170015	Tracy Young	33.91
170511	Sparkletts	33.61
170347	Prudential Overall Supply Co	32.45
170350	Prudential Overall Supply Co	32.45
169867	Mutual Liquid Gas & Equipment	30.00
169989	OCC Alpha Gamma Sigma	30.00
170097	Mutual Liquid Gas & Equipment	30.00
169464	Crown Ace Hardware	27.96
170499	Ruoff, Tuyet S	27.00
170320	Hitt Marking Devices Inc	26.59
170145	Verizon California	26.03
169978	Lynde-Ordway Co	25.75
170323	JK Electronics Distributors Inc	25.64
169860	Andrea Lane	24.77
170006	SoCal Office Technologies Inc	24.31
170366	The Gas Co	24.28
170210	Federal Express Corp	24.05
169859	Konica Minolta Business Solutions	23.61
169961	Grainger	23.08
169983	New York Times	23.05
170272	USA Mobility Inc	22.45
169881	Prudential Overall Supply Co	22.21
170348	Prudential Overall Supply Co	22.21
170349	Prudential Overall Supply Co	22.21
169998	Prudential Overall Supply Co	21.96
170116	Prudential Overall Supply Co	21.96
170248	Prudential Overall Supply Co	21.96
170486	Prudential Overall Supply Co	21.96
170488	Prudential Overall Supply Co	21.96
169837	Crown Ace Hardware	21.53
170089	Judith Lagerlof	21.22
169999	Prudential Overall Supply Co	20.93
170115	Prudential Overall Supply Co	20.93
170249	Prudential Overall Supply Co	20.93
170487	Prudential Overall Supply Co	20.93
170489	Prudential Overall Supply Co	20.93
170017	Home Depot	20.77
169996	Pitney Bowes Presort Services Inc	20.64
169970	Daniel Johnson	19.43
170321	Home Depot	19.35
170330	Mayflower Distributing Co Inc	18.10
170181	AT & T	16.00

170035	AT & T	15.91
170136	The Gas Co	15.38
170111	Pitney Bowes Presort Services Inc	15.02
169471	Karen Hinton	14.89
170120	Rhino Electric Supply	14.64
170455	Hub Auto Supply	14.29
170052	Mary Dang	13.93
170436	Germini, Maria	13.50
170472	Mercedes Medical	12.09
170011	Ward's Natural Science	11.62
169467	Federal Express Corp	11.61
169458	Arrowhead Mountain Spring Water	10.54
170480	Pitney Bowes Presort Services Inc	10.27
169868	Tariq Najm	10.00
170446	Harbor Freight Tools	6.99
170036	AT & T	6.34
170319	Dale Harguess	5.00
170339	Oce' Imagistics Inc	4.54
170182	AT & T	4.35
170065	Ganahl Lumber Co	3.83
170335	New York Times	3.04
170185	AT & T	1.92
170038	AT & T	0.86

Total**\$ 6,456,130.60**

22. Check List for General Obligation Bond Fund

Subject **22.01 DIS - General Obligation Bond Fund**
Meeting Jul 18, 2012 - Regular Meeting
Category 22. Check List for General Obligation Bond Fund
Access Public
Type Consent

File Attachments

[07202012bond.pdf \(21 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
170379	CW Driver OCC Bldg and Lab Sciences	650,000.00	420207
170375	Best Contracting Services Inc GWC Learning Resource Ctr Ph1	225,484.85	420356
170385	Premier Commercial Bank NA GWC Learning Resource Ctr Ph1	138,008.49	420356
170564	Vector Resources Inc GWC Learning Resource Ctr Ph1	102,980.44	420356
170022	CW Driver CCC Newport Beach Lrng Ctr	73,686.00	420894
170551	Digital Networks Group Inc OCC Information Technology	51,385.89	420204
170561	TB Penick & Sons Inc CCC Newport Beach Lrng Ctr	50,497.00	420894
170154	Doja Inc CCC Newport Beach Lrng Ctr	49,996.00	420894
170023	Elljay Acoustics Inc OCC Bldg and Lab Sciences	49,910.00	420207
170381	Hartford Fire Insurance Co GWC Learning Resource Ctr Ph1	44,538.76	420356
170563	UCMI Inc CCC Newport Beach Lrng Ctr GE Medical Systems Ultrasound & Primary Care	31,320.00	420894
170552	OCC Bldg and Lab Sciences	30,799.92	420207
170559	Spinitar	23,994.88	420356
170555	LPA Inc	22,068.45	420894
170554	Hill Partnership Inc	19,968.00	420208
170565	Willdan Geotechnical Board of Governors-CA Comm Colleges	18,096.50	420894
170153	Chancell	16,785.00	420202
170558	MVE Institutional Inc	12,241.80	420202
170384	Mobile Modular Management Corp	11,811.56	420297
170556	Mobile Modular Management Corp	11,811.56	420297
170024	JB McGalliard & Sons Inc	10,900.00	420249
170560	Studica Inc	7,125.00	420207
170382	Leonard Chaidez Tree Service	6,055.00	420283
170376	C2 Reprographics	3,244.19	420894
170380	ePlus Technology inc	2,914.38	420203
170155	State Board of Equalization	2,850.00	420283
169902	Fujifilm Medical Systems USA Inc	2,101.80	420207
170386	Saddleback Materials Co Inc	2,089.00	420283
170553	Glumac	1,713.90	420894

Check Approval Bond

170388	Valley Crest Tree Co	1,541.91	420283
170562	Times Community News	762.50	420202
170557	ModSpace	754.26	420399
170383	Medical Education Technologies Inc	250.52	420207
170378	C2 Reprographics	157.21	420894
170550	C2 Reprographics	64.65	420894
170377	C2 Reprographics	55.63	420894
170387	Smith Pipe & Supply Inc	24.31	420283

Total

\$ 1,677,989.36



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.

23. Approval of Agreements

Subject 23.01 DIS- Approve Non-Standard Agreement between Keenan and Associates and Coast Community College District for Self-Insured Workers' Compensation Claims Administration.

Meeting Jul 18, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between Keenan and Associates and the Coast Community College District for Self-Insured Workers' Compensation Claims Administration

1. Background

The Coast Community College District was self-insured for its workers' compensation claims administration up until June 30, 1998, when the district changed to a fully insured program for workers' compensation claims. The District retains approximately eighteen self insured claims that remain open and active, and have been administered by our long-standing claims administrator, Keenan and Associates.

2. Goal/Purpose

- a. Maintain effective self insured claims administration services with Keenan and Associates.
- b. Renew the existing agreement for claims administration services for 7/1/12-6/30/13.
- c. No increase in claims administration fees from last year.

3. Recommendation Statement

After review by the District Risk Services Manager, the Vice Chancellor for Administrative Services, and District General Counsel, it is recommended by the Chancellor that the Board approve the renewal agreement between Keenan and Associates and the Coast Community College District to administer the remaining open self insured workers' compensation claims for 7/1/12-6/30/13. (See Attachment #6)

4. Fiscal Review and Impact

\$13,500.00, payable in quarterly installments of \$3,375.00.

File Attachments

[12-13 Coast CCD WC Run-Off Agreement Updated 6-13-12.pdf \(239 KB\)](#)

Subject 23.02 DIS - Approval of Agreement for Special Services between the Coast Community College District and the Law Firm of Liebert Cassidy Whitmore.
Meeting Jul 18, 2012 - Regular Meeting
Category 23. Approval of Agreements
Access Public
Type Discussion

Approval of Agreement for Special Services between the Coast Community College District and the Law Firm of Liebert Cassidy Whitmore.

1. Background Information: The District needs to secure specialized human resource training and consulting, including mandatory sexual harassment prevention for managers. The Southern California Community College District Employee Relations Consortium consists of at least 22 other public agencies in the Southern California area that have the same need and have agreed to participate as a group in securing these special services.

2. Goal/Purpose: The goal/purpose of the agreement with Liebert Cassidy Whitmore is to provide effective training for District managers through participation in the consortium for the period July 1, 2012 through June 30, 2013.

3. Comments: The District fee for participation (\$2,500) will cover training and consulting services, and development and printing of written training materials.

4. Recommendation Statement: After review by District Legal Counsel, and the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board of Trustees approve the Agreement for Special Services with Liebert Cassidy Whitmore through participation in the Southern California Community College District Employee Relations Consortium for the 2012-2013 fiscal year.

The Board President or designee is authorized to sign the agreement, and any related documents, indicating approval by the Board of Trustees. (See Attachment #7)

Fiscal Impact: \$2,500 from District Funds for the 2012-2013 fiscal year.

File Attachments

[LCW AGREEMENT.pdf \(71 KB\)](#)

Subject 23.03 DIS - Approve Agreement between School Services of California, Inc. and Coast Community College District for Legislative/Bill Monitoring Services.

Meeting Jul 18, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Agreement between School Services of California, Inc. and Coast Community College District for Legislative/Bill Monitoring Services.

1. Background

School Services of California, Inc. has been a major resource in providing services to aid the District in carrying out its fiscal and policy responsibilities regarding issues of community college finance, legislation, budgeting, capital outlay and general fiscal issues.

At the June 20, 2012 meeting of the Board of Trustees, this item was presented for approval. Questions from the Board arose focusing on cost and services provided. Item #2 below describes more fully the services to be provided, and item #3 below looks at historic cost.

2. Goal/Purpose

Receive legislative and consulting services to include:

- Legislative advocacy with reviews and analysis of all major legislative bills that have an impact on community colleges.
- Comprehensive Fiscal Health Analysis.
- Monitoring of meetings held by the Chancellor's Office, Board of Governors, and other such organization, and providing written materials .
- Delivery of one copy of each edition of the *Community College Update* containing information on issues of community college finance, budgets, or practices that impact community college district fiscal policies.
- Delivery of one copy of the California Community Colleges' annual budget, including capital outlay provisions.
- Access to information on Consultant's Internet website regarding major community college fiscal issues.
- Counsel relating to the education mandated program.
- Fact-finding, Collective Bargaining, and Negotiations Support.

3. Comments

The District first entered into agreement with School Services of California, Inc. in 1992. Records indicate a flat amount of \$4,200 has been paid each year since 2006. However, School Services offers special consulting services, and in 1993 the District commissioned a special study focused on governmental relations consulting services related to growth and capital outlay issues.

4. Recommendation Statement

After review by the Vice Chancellor of Administrative Services and District General Counsel, it is recommended by the Chancellor that authorization be given by the Board to renew a Professional Consultant Agreement between School Services of California and Coast Community College District. The term of this agreement is from July 1, 2012 through June 30, 2013. The Board President, or designee, is authorized to sign this agreement. (Attachment # 8).

5. Fiscal Review and Impact

\$4,200 annually, plus expenses, payable at \$350 per month upon billing from Consultant. Expenses are defined as actual out-of-pocket expenses such as transportation, lodging, meals, and phone charges.

File Attachments

[School Services of CA Agreement 2012-13.pdf \(53 KB\)](#)

Subject 23.04 DIS - Authorization to Purchase a Three-Year Maintenance Agreement from ROI Networks to Cover the District's Centralized Avaya Telephone Switch and Voice Mail System using CMAS Contract 3-09-70-1163B.

Meeting Jul 18, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Authorization to Purchase a Three-Year Maintenance Agreement from ROI Networks to Cover the District's Centralized Avaya Telephone Switch and Voice Mail System using CMAS Contract 3-09-70-1163B.

Pubic Contract Code 10298(a) provides authority for the governing board of any community college district to use other Public Agencies contracts, master agreements, multiple award schedules (CMAS), cooperative agreements including agreements with entities outside the state and other types of agreements that leverage the state's buying power for the lease or purchase of equipment and to contract with suppliers awarded those contracts without further competitive bidding when the governing board has determined it to be in the best interest of the district.

A Maintenance Agreement for The District's Centralized Avaya Telephone Switch and Voice Mail System will assure continued reliability with 24 X 7 Proactive System Monitoring, 8:00 AM to 10:00 PM Software Support, and 8:00 AM to 10:00 PM Hardware Support for the Voice Mail System.

After extensive research and review by the Director of Purchasing, the Interim Administrative Director – District Information Services, and the Vice Chancellor of Educational Services and Technology, it is recommended that the Board of Trustees authorize the Director of Purchasing to issue a purchase order to ROI Networks, an authorized Avaya business partner, to purchase the maintenance agreement using CMAS contract number 3-09-70-1163B and any applicable fees and authorize the Board President, or designee, to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #9)

Fiscal Impact: \$259,245.19 (total for three-year term, to be paid annually) (General Funds)

File Attachments

[CCCD Final Proposal REV 3 07-03-2012 xls.pdf \(108 KB\)](#)

Subject 23.05 GWC - Approve Non-Standard Agreement between Foundation for California Community Colleges and the Coast Community College District for Operation of BAR Smog Referee and Student Technician Training Program.

Meeting Jul 18, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between Foundation for California Community Colleges and the Coast Community College District for Operation of BAR Smog Referee and Student Technician Training Program.

1. Background Information: The Foundation for California Community College has been operating a BAR Smog Referee and Student Technician Training Program at Golden West College per an agreement between the parties which commenced in October, 2006.

2. Goal/Purpose: Golden West College will operate a BAR Smog Referee station on campus and provide Student Technician Training Program.

3. Comments (if any): none.

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the agreement between Foundation for California Community Colleges and the Coast Community College District for operation of the Bar Smog Referee and Student Technician Training Program, from July 19, 2012 through June 30, 2015. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Foundation for California Community Colleges Agreement, Attachment #10)

5. Fiscal Impact: \$1,000 to be paid by Foundation for California Colleges to Auto Referee funds.

File Attachments Foundation for California Community Colleges Agreement.pdf (95 KB)
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Subject 23.06 GWC - Approve Non-Standard Agreement between Commission on Peace Officer Standards and Training (POST) and the Coast Community College District for Production of Training Video: Case Law Today and Legal Update.

Meeting Jul 18, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between Commission on Peace Officer Standards and Training (POST) and the Coast Community College District for Production of Training Video: Case Law Today and Legal Update.

1. Background Information: GWC provides post-production, DVD authoring and replication services for all legal update training segments used in the *Case Law Today (CLT)* monthly series; provide design, implementation, conversion and related technical services for converting the *Case Law Today* video series to an online resource offered through the POST Learning Portal; and, provide additional video segment production services on case decision and legal update subject matter.

2. Goal/Purpose: Funding to provide for all production costs and reimburse GWC for facilities, supplies, and staff costs to produce monthly law enforcement training distributed statewide via DVD and web. These programs are utilized at the GWC Criminal Justice Training Center.

3. Comments (if any): None.

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the agreement between Commission on Peace Officers Standards and Training and the Coast Community College District for production of training video: Case Law Today and Legal Update, from July 1, 2012 through June 30, 2013. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Commission on POST Agreement, Attachment #11)

5. Fiscal Impact: Income of \$325,093 to Criminal Justice Training Auxiliary funds.

File Attachments

[Commission on POST Agreement.pdf \(178 KB\)](#)

Subject 23.07 GWC - Approve Non-Standard Agreement between Peace Officer Standards and Training (POST) and the Coast Community College District for Dispatch Supervisory Course.

Meeting Jul 18, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between Peace Officer Standards and Training (POST) and the Coast Community College District for Dispatch Supervisory Course.

1. Background Information: This is a pilot program developed by POST in conjunction with Golden West College to produce instructional material for course, develop Instructor Guide and Facilitator Workshop Training and curriculum, and develop Situational Leadership Instructor material using the regular Supervisory Course.

2. Goal/Purpose: To train 911 dispatch supervisors in various areas of supervisory skills and duties.

3. Comments (if any): none.

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the Commission of Peace Officer Standards and Training and the Coast Community College District for Dispatch Supervisory Course, from July 23, 2012 through June 30, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See POST Agreement – Dispatch Supervisory Course, Attachment #12)

5. Fiscal Impact: \$30,540 to be paid from Criminal Justice Ancillary funds and to be reimbursed by POST after the completion of the course.

File Attachments

[POST Agreement - Dispatcher Supervisory Course.pdf \(88 KB\)](#)

Subject **23.08 OCC - Authorization to Enter into a Non-Standard Electronic Agreement between the Coast Community College District (Orange Coast College) and Cisco Corporation for the Purpose of Offering Instruction in the Cisco Networking Academy Program for Students Enrolled in the Information and Communications Technology Programs.**

Meeting Jul 18, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Authorization to Enter into a Non-Standard Agreement between the Coast Community College District (Orange Coast College) and Cisco Corporation for the Purpose of Offering Instruction in the Cisco Networking Academy Program for Students Enrolled in the Information and Communications Technology Programs.

Background: The Cisco Networking Academy is an integral part of the college's CIS program in Information and Communications Technology Certificate. The program has been in place since 2001. The Agreement is an update to the existing Academy Agreement.

Goal/Purpose: To provide instructional material to students enrolled in the Cisco Networking classes as an integral part of the CIS/Information and Communications Technology Certificate.

Comments: Reviewed by Risk Services and District Legal Counsel. Authorization to be granted to campus designee to enter into the Agreement electronically.

Recommendation Statement: After review by the College President and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a non-standard Agreement between Coast Community College District (Orange Coast College) and Cisco Corporation for the purpose of offering instruction in the Cisco Network Academy program for students enrolled in the Information and Communications Technology programs as requested by the company for three years from the date of signing. It is also recommended that a campus designee be granted authorization to enter into the agreement through the electronic mechanism specified in the application. (See Attachment #13)

Fiscal Impact: None. Membership in the program is free to eligible colleges.

File Attachments

[Cisco.PDF \(670 KB\)](#)

Subject 23.09 OCC - Approve Agreement between Pinnacle Landscape Company (Pinnacle) and the Coast Community College District (OCC School of Sailing & Seamanship) for the Purpose of Providing Landscape Maintenance Services at the OCC Sailing Facility.

Meeting Jul 18, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Agreement between Pinnacle Landscape Company (Pinnacle) and the Coast Community College District (OCC School of Sailing & Seamanship) for the Purpose of Providing Landscape Maintenance Services at the OCC Sailing Facility.

1. Background: The OCC School of Sailing & Seamanship wishes to obtain professional services for landscape maintenance.

2. Goal/Purpose: Monthly landscape service to provide tree maintenance and management, shrub management, pest management and irrigation system maintenance.

3. Comments (if any): Reviewed by Risk Services.

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Pinnacle and the Coast Community College District (OCC School of Sailing & Seamanship) to provide landscape maintenance. 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 #14)

5. Fiscal Review and Impact: \$150 per month. Additional fees may apply for pruning, spraying and special fertilization. Total contract amount \$2,500. To be paid from Sailing Center Funds.

File Attachments

[Orange Coast College The School of Sailing and Seamanship SFO#2338.pdf \(390 KB\)](#)

Subject 23.10 CCC - Approve Agreement between Times Media Co., Ltd. and the Coast Community College District to Provide the Education Bound United States (EBUS) Program to Include English Language Assessment, Counseling, and Instruction.

Meeting Jul 18, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Agreement between Times Media Co., Ltd. and the Coast Community College District to Provide the Education Bound United States (EBUS) Program to include English Language Assessment, Counseling, and Instruction.

1. Background: Coastline Community College has established an international higher education program, known as Education Bound United States (EBUS) providing English language assessment, English as a Foreign Language Instruction, Counseling and college courses to students while in their native country through contract education agreements. The International Contract Education Marketing, Outreach and Relationship Development Consultant Agreement outlines the roles and obligations of Coastline and Times Media Co., Ltd. in the marketing, outreach and delivery of the EBUS Program to foreign educational organizations or institutions (Educational Partner) that enroll students at the high school or college level. For each Educational Partner identified subsequent to the approval of this Agreement, a Program Services Proposal (PSP) shall be developed prescribing the educational services to be offered and submitted as an amendment to the Agreement.

2. Goal/Purpose: Prepare students for successful transfer to United States higher education; generate a pipeline of international students to the CCCD; generate revenue for the college.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Times Media Co., Ltd. and the Coast Community College District (Coastline Community College) to provide the EBUS Program to foreign Educational Partners. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Times Media Attachment #15)

5. Fiscal Review and Impact: Gross income to District based on costs identified in PSP.

File Attachments

[Times Media.pdf \(108 KB\)](#)

Subject 23.11 CCC - Approve Agreement between the Embassy Suites Sacramento and the Coast Community College District for the Location of the California Business Collaborative (CalBC) and Business Education Statewide Advisory Committee (BESAC) Annual Conference.

Meeting Jul 18, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Agreement between the Embassy Suites Sacramento and the Coast Community College District for the Location of the California Business Collaborative (CalBC) and Business Education Statewide Advisory Committee (BESAC) Annual Conference.

1. Background: The California Business Collaborative (CalBC) and Business Education Statewide Advisory Committee (BESAC) received funding through an agreement between the State Chancellor's Office and the Coast Community College District to develop activities and provide recommendations that serve to enhance the relevance of Career and Technical Education instruction in new and emerging occupations, which demonstrate high growth and high wage potential. In order to meet this objective, the California Business Collaborative (CalBC) and Business Education Statewide Advisory Committee (BESAC) will showcase and promote projects and best practices developed through mini-grants awarded to California colleges and industry professionals at the California Business Collaborative (CalBC) and Business Education Statewide Advisory Committee (BESAC) annual conference at the Embassy Suites in Sacramento.

2. Goal/Purpose: Promote professional development, curriculum, and partnership development responsive to recognized industry standards; strengthen coordination and collaboration with the State's education reform and workforce preparation efforts; assist the state in assuring that California community college's Career and Technical Education programs are responsive to industry standards and consumer needs and adhere to federal and state policies.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the Embassy Suites Sacramento and the Coast Community College District for the location of the California Business Collaborative (CalBC) and Business Education Statewide Advisory Committee (BESAC) annual conference. 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 Embassy Suites Sacramento Attachment #16)

5. Fiscal Review and Impact: \$19,274.79 to be paid from the California Business Collaborative (CalBC) grant, the Business Education Statewide Advisory Committee (BESAC) agreement, and the Business Education Statewide Advisory Committee (BESAC) Foundation funds.

File Attachments

[Embassy Suites Sacramento.pdf \(88 KB\)](#)

Subject 23.12 CCC - Approve Agreement between Kingston Technology Company, Inc. and the Coast Community College District to Provide English as a Second Language (ESL) Assessment and Training Services.

Meeting Jul 18, 2012 - Regular Meeting

Category 23. Approval of Agreements

Access Public

Type Discussion

Approve Agreement between Kingston Technology Company, Inc. and the Coast Community College District to Provide English as a Second Language (ESL) Assessment and Training Services.

1. Background: Since 2009, Coastline's Contract Education Department has been providing English as a Second Language (ESL) Assessment and Training Services to Kingston employees. The primary goal of the program is to teach participants basic English language skills (listening, comprehension, and communication) and improve their language proficiency in the workplace. The 12-week training program consists of a total of 48 hours of instruction and includes pre- and post-assessment services. The term of this Agreement shall be from July 19, 2012 through July 31, 2013.

2. Goal/Purpose: Provide a service to Kingston Technology; generate revenue for the college.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Kingston Technology, Inc. and the Coast Community College District to provide ESL assessment and training services. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Kingston Attachment #17)

5. Fiscal Review and Impact: Gross income of \$7,200 per training program.

File Attachments

[Kingston.pdf \(207 KB\)](#)

24. Buildings and Grounds Approvals

Subject	24.01 DIS - Authorization for Approval and Submission of Cambridge West Partnership, LLC, 2014-2018 Five-Year Construction Plan, for Orange Coast College, Golden West College, Coastline College, and the District.
Meeting	Jul 18, 2012 - Regular Meeting
Category	24. Buildings and Grounds Approvals
Access	Public
Type	Discussion

Authorization for Approval and Submission of Cambridge West Partnership, LLC, 2014-2018 Five-Year Construction Plan, for Orange Coast College, Golden West College, Coastline College, and the District.

1. Background

The Five-Year Construction Plan (FYCP) is an annual document required by the State Chancellor's Office. Included in the FYCP are projects that the District expects to pursue, both currently and over the State's budget window for funding assistance – a period that begins in 2014 and ends in 2018.

The purpose of the FYCP is twofold: 1) To provide the State with insight as to District's existing use of facilities as compared to student demand and 2) to determine the worthiness of the District for funding support for its capital construction program.

District staff, as well as the staff from each of the three Colleges, have been working throughout the year with Cambridge West Partnership to manage those elements that determine funding support. The FYCP is a culmination and reflection of this process. The goal is to formulate a FYCP that will continue the District's success in attracting revenues for its capital projects. The District's program for attracting state funds has been one of the most successful programs in the State.

2. Goal/Purpose

This year's proposed FYCP includes 12 projects. Each project in the FYCP has been reviewed and modified over the past several months with the objective of placing the District in the most competitive position for State Capital Outlay funds. Recommendations from the State suggest "rolling" the current Final Project Proposals (FPPs) and Initial Project Proposals (IPPs) forward. Specific to this year's FYCP, two FPPs and five IPPs will be placed in the funding "queue".

Golden West College: Science/Mathematics Building (Final Project Proposal)

This is a \$78,293,000 project that requests State funding of 70%. Initial Project Proposals: Language Arts Complex (60% state funded), Criminal Justice Training Center (60% state funded), Student Services Center (80% state funded).

Orange Coast College: Language Arts & Social Sciences Building (Final Project Proposal) This is a \$56,984,000 project that requests State funding of 75%. Initial Project Proposal: Chemistry Building Remodel/Expansion (75% state funded).

Coastline Community College: Initial Project Proposal: Le-Jao LRC/Student Learning Center (60% State funded).

3. Comments

These project proposals have been developed in accordance with the Vision 2020 Facilities Master Plan.

4. Recommendation Statement

After review by the Director of Facilities and Planning and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for approval and submittal of the Coast Community College District's 2014-2018 Five-Year Construction Plan to the California Community Colleges State Chancellor's Office.

Approval by the Board is being requested so that all related documents can be formally registered with the Office of the State Chancellor. It is further recommended that the Chancellor, or designee, be authorized to sign related documents for submission. (See Attachment #18)

Fiscal Impact: \$0 (no fiscal impact for proposal submission)

File Attachments

[Coast FYCP 5Yr Plan-2012 EXEC SUM FIN.pdf \(115 KB\)](#)

Subject 24.02 DIS - Approve Standard Professional Services Agreement with UCMI, Inc. for Inspection Services, Orange Coast College Music Modernization Project.

Meeting Jul 18, 2012 - Regular Meeting

Category 24. Buildings and Grounds Approvals

Access Public

Type Discussion

Approve Standard Professional Services Agreement with UCMI, Inc. for Inspection Services, Orange Coast College Music Modernization Project.

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 the Senior 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 Music Modernization Project pursuant to the District's Standard Professional Services Agreement. (See Attachment #19)

Fee for Inspection Services: \$124,800

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

Fiscal Impact: \$124,800 (Measure C - General Obligation Bond Funds)
Master Plan Approved Project
OCC Upgrade Auditorium/Music Complex Phase II
(50% Reimbursement by State Capital Outlay)

File Attachments
UCMI OCC Music Mod.pdf (159 KB)

Subject 24.03 DIS - Approve Standard Architectural and Engineering Services Agreement with MVE Institutional; Orange Coast College RFQ No. 2007 for the Gymnasium Ceiling Retrofit Project.

Meeting Jul 18, 2012 - Regular Meeting

Category 24. Buildings and Grounds Approvals

Access Public

Type Discussion

Approve Standard Architectural and Engineering Services Agreement with MVE Institutional; Orange Coast College RFQ No. 2007 for the Gymnasium Ceiling Retrofit Project.

1. Background:

This project includes the preparation and subsequent Division of State Architects' (DSA) approval of design and bid documents for the installation of an acoustical ceiling and wall system in the OCC Fitness Center Gymnasium. In addition, the architect will provide construction administration, and DSA closeout services subsequent to the future awarding of a construction bid.

2. Goal/Purpose

The current acoustical design of the gymnasium make coaching/instruction extremely challenging in this space. This project seeks to design and install a retrofit acoustical system specifically for gymnasium applications.

3. Comments

None.

4. Recommendation Statement

After review by the Orange Coast College Vice President of Administrative Services, 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 MVE Institutional for architectural and engineering services for the Orange Coast College Gymnasium Ceiling Retrofit Project pursuant to the District's Standard Architectural Services Agreement. (See Attachment # 20)

Fee breakdown for services:

Architectural (MVEI)	\$ 7,000
Mechanical (BP)	\$ 4,300
Fire Sprinkler (BP)	\$ 2,800
Electrical (Konsortum 1)	\$ 5,000

Total fee for architectural services: \$19,100

Reimbursable Expenses \$ 2,000

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

Fiscal Impact: \$21,100 (General Obligation Bond Funds/Measure C)

Master Plan Approved Project
OCC Upgrade Health/Wellness Facilities
OCC Gymnasium Acoustics Project

File Attachments

[OCC Gymnasium MVE Architect Agrmt.pdf \(2,023 KB\)](#)

Subject 24.04 DIS - Approve Change Order No. 2, Coastline Community College Newport Beach Learning Center, Increment II, Bid No. 1992.

Meeting Jul 18, 2012 - Regular Meeting

Category 24. Buildings and Grounds Approvals

Access Public

Type Discussion

Approve Change Order No. 2, Coastline Community College Newport Beach Learning Center, Increment II, Bid No. 1992.

1. Background:

This change order incorporates two significant changes to the project scope:

(1) The Division of State Architects (DSA) has made a determination that the "atrium" space of this building requires the addition of a smoke evacuation system. As you are aware, this space is partially open to the outside and the architect conducted smoke evacuation modeling which demonstrates that such a system is not necessary in this case. Despite the presentation of this tenability study, DSA has opined that the space will require a smoke evacuation system. Appealing this decision with the State Fire Marshal would presumably take six months and would significantly delay the project.

(2) In accordance with Title 24 and Leadership for Energy Efficient Design (LEED) requires that the glass in this building must meet strict requirements for thermal insulation. One such requirement requires the addition of a reflective coating (i.e. window tinting) on the west-facing facade. This change order seeks to add a reflective inter-layer in lieu of an exterior coating. In addition to eliminating the long-term maintenance associated with an exterior product (i.e. peeling, scratching, fading), the inter-layer product provides greater performance specifications that will satisfy the high-performing standards of this building.

2. Goal/Purpose:

Construction of the Newport Beach Learning Center in accordance with the Campus Master Plan and project master schedule.

3. Comments:

These changes and the respective pricing have been reviewed and verified by the project team.

4. Recommendation Statement:

After review by the Vice President of Administrative Services, Senior Director of Facilities, Planning, and Construction, and Vice Chancellor of Finance and Administrative Services, it is recommended by the Chancellor that authorization be given for Change Order No. 2; Coastline College Newport Beach Learning Center New Construction Phase II Bid No. 1992 as described in the change order documents 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 orders and any related documents. (See Attachment #21)

Anderson Charnesky Structural Steel Inc., Category I - Structural Steel/Miscellaneous Metals

Added Steel Roof Support, modifications to metal decking, \$65,710.00
additional fencing -- PER DSA REQUIRED SMOKE EVACUATION

Contract Amount: \$1,629,863.00 (C.O. 2: 4.03% Increase)
Total Change Orders: \$139,360.00 (8.55% Increase)

Best Contracting Services, Inc., Category K - Roofing/Waterproofing

Roofing modifications, added conduit penetrations -- \$8,214.00
PER DSA REQUIRED SMOKE EVACUATION

Contract Amount: \$2,538,500.00 (C.O. 2: 3.18% Increase)
Total Change Orders: \$8,214.00 (3.18% Increase)

Best Contracting Services, Inc., Category L - Glass & Glazing/Metal Panels

Added reflective interlayer in lieu of a exterior glass coating \$163,673.00

Contract Amount: \$2,538,500.00 (C.O.2: 6.45% Increase)
Total Change Orders: \$163,673.00 (6.45% Increase)

Dennison Electric Inc., Category X - Electrical

Added emergency generator, automatic transfer switch, and \$182,344.00
additional fire alarm conduit, wiring, and devices -- PER
DSA REQUIRED SMOKE EVACUATION

Contract Amount: \$2,929,000.00 (C.O. 2: 6.23% Increase)
Total Change Orders: \$229,736.00 (7.84% Increase)

West-Tech Mechanical Inc., Category W - HVAC

Addition of seven roof exhaust fans for atrium space, \$56,732.00
includes fans, sheet metal, and roof curb -- PER DSA
REQUIRED SMOKE EVACUATION

Contract Amount: \$2,635,000.00 (C.O. 2: 2.15% Increase)
Total Change Orders: \$156,128.00 (5.93% Increase)

Fiscal Impact: \$476,673.00 (Measure C – General Obligation Bond Funds & Capital Outlay)
Master Plan Approved Project
CCC Newport Beach Learning Center

File Attachments

[CCC Newport LC Bid 1992 CO #2.pdf \(212 KB\)](#)

Subject 24.05 DIS - Approve Change Order No. 2, Coastline Community College Newport Beach Learning Center Increment II Rebid, Bid No. 1994.

Meeting Jul 18, 2012 - Regular Meeting

Category 24. Buildings and Grounds Approvals

Access Public

Type Discussion

Approve Change Order No. 2, Coastline Community College Newport Beach Learning Center Increment II Rebid, Bid No. 1994

1. Background:

This change order incorporates one significant change to the project scope:

(1) The Division of State Architects (DSA) has made a determination that the "atrium" space of this building requires the addition of a smoke evacuation system. As you are aware, this space is partially open to the outside and the architect conducted smoke evacuation modeling which demonstrates that such a system is not necessary in this case. Despite the presentation of this tenability study, DSA has opined that the space will require a smoke evacuation system. Appealing this decision with the State Fire Marshal would presumably take six months and would significantly delay the project.

2. Goal/Purpose:

Construction of the Newport Beach Learning Center in accordance with the Campus Master Plan and project master schedule.

3. Comments:

These changes and the respective pricing have been reviewed and verified by the project team.

4. Recommendation Statement:

After review by the Vice President of Administrative Services, Senior Director of Facilities Planning and Construction, and Vice Chancellor of Finance and Administrative Services, it is recommended by the Chancellor that authorization be given for Change Order No. 2; Coastline College Newport Beach Learning Center New Construction Increment II Rebid Bid No. 1994 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents. (See Attachment #22)

RC Construction Services, Inc., Category H – Site Concrete/Mason

Added concrete pad, curbing and mow curb for emergency generator -- PER DSA REQUIRED SMOKE EVACUATION \$6,146.00

Contract Amount: \$790,000.00 (C.O. 2: 0.78% Increase)
 Total Change Orders: \$6,146.00 (0.78% Increase)

Fiscal Impact: \$6,146.00

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

File Attachments

[CCC Newport LC Bld 1994 CO #2.pdf \(210 KB\)](#)

Subject **24.06 DIS - Authorization to Employ Sun Environmental Engineering Services for Asbestos Abatement Services at the Orange Coast College Music Building.**

Meeting Jul 18, 2012 - Regular Meeting

Category 24. Buildings and Grounds Approvals

Access Public

Type Discussion

Authorization to Employ Sun Environmental Engineering Services for Asbestos Abatement Services at the Orange Coast College Music Building.

1. Background.

Public Contract Code 20654 provides authority for the governing board of any Community College District without advertising for bids, to handle repairs when necessary for the continuance of existing college classes or to avoid danger to life or property.

On 6/17/12, the District held a mandatory job walk to review the abatement specifications with potential firms. Twelve (12) firms were provided a Request For Proposal (RFP) for the asbestos abatement. Proposals were due to the District on July 9, 2012, and four proposals were received.

The results are as follows:

Sun Environmental Engineering	\$ 87,470
PO Box 6877, Torrance, CA 90504	
Universal Abatement Services	\$ 89,400
Metalclad Insulation Corp.	\$120,300
Pacific Environmental & Abatement Solutions	\$131,810

2. Goal/Purpose.

Hazardous Material abatement is necessary prior to commencing the Music Building renovation project.

3. Comments.

This work is scheduled to be completed between 7/19/12 and 8/10/12.

4. Recommendation Statement.

After Review by the Director of Facilities, Planning, and Construction, Manager of Purchasing, and Vice Chancellor of Finance and Administrative Services, it is recommended by the Chancellor that the Board authorize the Manager of Purchasing to issue a Purchase Order to Sun Environmental Engineering Asbestos Abatement Services at the Orange Coast College Music Building. (See Attachment #23)

Fiscal Review and Impact. \$87,470 (Measure C - General Obligation Bond Funds)
 Master Plan Approval Project
 OCC Upgrade Auditorium/Music Complex Phase II
 (50% Reimbursement by State Capital Outlay)

File Attachments

[OCC Music Mod Abatement.pdf \(263 KB\)](#)

Subject 24.07 DIS - Bid Tabulations and Award of Contract: Orange Coast College Temporary Chiller Music Modernization Project, Bid No. 2010.

Meeting Jul 18, 2012 - Regular Meeting

Category 24. Buildings and Grounds Approvals

Access Public

Type Discussion

Bid Tabulations and Award of Contract: Orange Coast College Temporary Chiller Music Modernization Project; Bid No. 2010

1. Background:

As part of the modernization of the OCC Music Building, the mechanical system serving this and the surrounding buildings will be replaced. As a result, heating, ventilation, and air conditioning will be disrupted to the surrounding buildings (Theater, Drama, and Fine Arts) during the construction phase. This project includes the installation, operation, and all necessary service required for a temporary system serving the Theater, Drama, and Fine Arts buildings for the Fall and Spring semesters.

2. Goal/Purpose:

Construction of the Orange Coast College Music Building in accordance with the Vision 2020 Facilities Master Plan

3. Comments:

None

4. Recommendation Statement:

Notices were published on May 30, 2012 and June 6, 2012 in the newspaper as well as in trade journals requesting bids. The bids were opened on July 10, 2012 for the Orange Coast College Temporary Chiller Music Modernization Project; Bid No. 2010.

After review by Vice President of Administrative Services and the Senior Director of Facilities and Planning, it is recommended by the Chancellor that a contract be awarded to the lowest responsible bidder as shown below. The Board President, or designee, is authorized to sign the contract, and any related documents, indicating approval by the Board of Trustees.

	<u>Base Bid</u>
1. Total Environmental Management, Inc 1415 N Burton Place, Anaheim, CA 92806	\$139,275
2. Location Air, Cerritos, CA 90703	\$142,750
3. F. M. Thomas Air Conditioning, Inc, Brea, CA 92821	\$220,370

Fiscal Impact: \$ 139,275 (Measure C – General Obligation Bond Funds)
Master Plan Approved Project

OCC Upgrade Auditorium/Music Complex Phase II
(50% Reimbursement by State Capital Outlay)

25. General Items of Business

Subject **25.01 DIS - Approval of Instructional Material Fees**
Meeting Jul 18, 2012 - Regular Meeting
Category 25. General Items of Business
Access Public
Type Discussion

Approval of Instructional Material Fees.

Material fee information was presented to, and reviewed by the Board of Trustees at the June 20, 2012 Board of Trustees' Meeting. It is now recommended by the College Curriculum Committee, with concurrence of the College President and the Chancellor, that the material fee revisions, deletions and/or new fees be approved for inclusion in the curriculum. (See Attachment #24).

A copy of the material fee request forms is on file in the Board Office.

File Attachments

[Material Fees - 7-18-2012.pdf \(16 KB\)](#)

Subject 25.02 DIS - Dell and Apple Computer Purchase
Meeting Jul 18, 2012 - Regular Meeting
Category 25. General Items of Business
Access Public
Type Discussion

Authorization to Purchase Four-Hundred Twelve (412) Dell and Ninety-Three (93) Apple Computers for Orange Coast College 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 campus-wide at Orange Coast College to replace existing systems which are out-of-warranty and more than 7 years old.

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 purchase orders for Dell computers using the WSCA Master Agreement and Apple computers using Apple's Collegiate Purchase Program (CPP).

5. Fiscal Review and Impact: NTE \$650,000. (Measure C-General Obligation Bond Fund)
Master Plan Approved Project

Subject **25.03 OCC - Naming of Classroom in Honor of Mary McChesney**
Meeting Jul 18, 2012 - Regular Meeting
Category 25. General Items of Business
Access Public
Type Discussion

Orange Coast College to name a classroom in the Virgil Sessions Literature & Language Building in honor of Mary McChesney, Professor Emeritus of Spanish. Professor McChesney joined the Orange Coast College faculty in the Fall of 1950 and retired in 1983. During her tenure she taught Spanish and English and was a beloved teacher for hundreds of OCC students. Professor McChesney has made significant contributions to the Orange Coast College Foundation to provide scholarships for deserving Orange Coast College students.

Fiscal Impact: \$1,000 for the plaque to be paid from Foundation Funds.

Subject 25.04 OCC - Naming of the Oscar Taylor Architectural Studio
Meeting Jul 18, 2012 - Regular Meeting
Category 25. General Items of Business
Access Public
Type Discussion

Orange Coast College to name the Architectural Studio in the OCC Technology Building the Oscar Taylor Architectural Studio in recognition of Oscar Taylor, Professor Emeritus of Architecture. Professor Taylor joined the Orange Coast College faculty in the Spring of 1949 and retired in 1983. During his tenure at the college he taught a wide-range of architecture and technology classes. Since his retirement Professor Taylor has made significant financial contributions to the Orange Coast College Foundation to support the Cy Rockey Architectural Scholarship and the Basil Peterson Scholarship.

Fiscal Impact: \$1,000 for the plaque to be paid from Foundation Funds

Subject 25.05 OCC - Independent Contractors Over \$50,000
Meeting Jul 18, 2012 - Regular Meeting
Category 25. General Items of Business
Access Public
Type Discussion

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

Independent Contractors Over \$50,000

IC Name: Lopez Works Inc.

Services: Provide the cleaning and sweeping of parking lots on the weekend for the OCC Swap Meet.

Payment Schedule/Compensation: Monthly payments upon receipt of invoice; total contract amount \$132,000 to be paid upon submittal of invoices as work is completed.

Term of Agreement: 2012-2013 Fiscal Year

Source of Funding: Swap Meet funds.

Subject 25.06 CCC - Independent Contractors over \$50,000
Meeting Jul 18, 2012 - Regular Meeting
Category 25. General Items of Business
Access Public
Type Discussion

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

Independent Contractors over \$50,000

IC Name: Performance Ascent, Inc.

Services: Outreach, training development and business consulting services for participating employers related to Employment Training Panel program.

Payment Schedule/Compensation: \$5,000 per month.

Term of Agreement: Compensation will be paid on a monthly basis according to the contract training plan.

Total amount paid will not exceed Employment Training Panel Contractual amount of \$55,000.

Term: July 1, 2012 to June 30, 2013

Source of Funding: Employment Training Panel

26. Resolutions

Subject 26.01 Adoption of Resolution #12-24 Entering into An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care & Development Program Grant (CTTR-2167).

Meeting Jul 18, 2012 - Regular Meeting

Category 26. Resolutions

Access Public

Type Discussion

Adoption of Resolution #12-24 Entering into An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care & Development Program Grant (CTTR-2167). (See Attachment #25)

File Attachments

[Resolution 12-24 Children's Center.pdf \(342 KB\)](#)

Subject **26.02 Adoption of Resolution #12-25 Entering into An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center State Preschool Program Grant (CSPP-2325).**

Meeting Jul 18, 2012 - Regular Meeting

Category 26. Resolutions

Access Public

Type Discussion

Adoption of Resolution #12-25 Entering into An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center State Preschool Program Grant (CSPP-2325). (See Attachment # 26)

File Attachments

[Resolution 12-25 Children's Center.pdf \(342 KB\)](#)

Subject 26.03 Adoption of Resolution #12-26 Establishing the Appropriation Limit, Gann Initiative for 2012-2013.
Meeting Jul 18, 2012 - Regular Meeting
Category 26. Resolutions
Access Public
Type Discussion

Adoption of Resolution #12-26, Establishing the Appropriation Limit, Gann Initiative for 2012-2013
(See Attachment #27)

File Attachments

[Resolution 12-26 Gann.pdf \(187 KB\)](#)

27. Approval of Minutes

Subject 27.01 DIS - Approval of Minutes
Meeting Jul 18, 2012 - Regular Meeting
Category 27. Approval of Minutes
Access Public
Type Discussion

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Minutes of the following meeting(s) be approved:

Special Meeting of May 29, 2012
Regular Meeting of June 20, 2012
Special Meeting of June 25, 2012

File Attachments

[Min 5-29-12 Special Meeting.pdf \(66 KB\)](#)

[Min 6-20-12 Regular Meeting.pdf \(871 KB\)](#)

[Min 6-25-12 Special Meeting.pdf \(26 KB\)](#)

28. Close of Meeting

Subject	28.01 Close of Meeting
Meeting	Jul 18, 2012 - Regular Meeting
Category	28. Close of Meeting
Access	Public
Type	Discussion

28.1 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
1	June 20, 2012	Mr. Patterson 2nd Mr. Grant	Chancellor	Provide a plan for use of the \$200,000 dividend distribution from the Coast Community College Enterprise Corporation		P
2	June 20, 2012	Ms. Hornbuckle 2nd Dr. Prinsky	Chancellor	Bi-annual report on the progress of programs with U.S. College Compass and Coastline Community College.		P
3	June 20, 2012	Mr. Patterson 2nd Mr. Moreno	Chancellor	Internal report on items the Board should consider that the District has done, or may do, inadvertently or otherwise, that allow pensions to be driven upward or spiked.		P
4	June 20, 2012	Mr. Moreno 2nd Ms. Hornbuckle	Chancellor	Report on legislation that is being considered regarding pension reform and the impact it may have on any of our employee groups.		P
5	June 20, 2012	Mr. Patterson 2nd Ms. Hornbuckle	Vice Chancellor Dunn	Report on the services being provided to the District by School Services of California, Inc. including information as to any additional expenses billed to us in the past.	Agreement on July 18, 2012 Agenda	P
6	May 16, 2012	Mr. Patterson 2nd Mr. Moreno	Board	Annual review of the Board of Trustees' Code of Ethics Policy, BP 2715	July 18, 2012	P
7	May 16, 2012	Mr. Patterson 2nd Dr. Prinsky	Chancellor/College President	Provide a report on revenue issues at the Golden West College Writing Center.	Pending	P
8	March 7, 2012	Jerry Patterson 2nd Mary Hornbuckle	Chancellor	Provide periodic updates on the progress of the Lanzhou University US Foundation partnership.	Pending	P
9	Nov 16, 2011	Mary Hornbuckle 2nd Jerry Patterson	Board	Board Engagement in Accreditation: Review of Accreditation Drafts.	Recommended for March 21 and August 1, 2012	P
10	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
11	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.	Annual Report June 20, 2012	P



Special Meeting
Board of Trustees
Coast Community College District

Board Conference Room

10:30 a.m.

Tuesday, May 29, 2012

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on May 29, 2012 in the Board Conference Room at the District Office located at 1370 Adams Avenue, Costa Mesa, CA 92626.

1. Call to Order

Board President Moreno called the meeting to order at 10:32 a.m.

2. Roll Call

Trustees Present: Moreno, Hornbuckle, Patterson and Grant
Trustees Absent: Prinsky and Student Trustee Venegas III

3. Opportunity for Public Comment

There were no requests to address the Board.

4. Convene To Closed Session

The Board recessed to Closed Session at 10:35 a.m. to discuss the following:

(a) Public Employment (Pursuant to Government Code Section 54957 (b)(1))
Position: Vice President of Instruction, Orange Coast College

5. Reconvene to Open Session

The Board Reconvened to Open Session at 11:00 a.m.

6. Report of Action from Closed Session (if any)

There was no report of action from Closed Session.

The Board moved to hear **Item #8, Board Secretary Position**, at this time.

On a motion by Trustee Moreno and seconded by Trustee Grant, the Board voted unanimously to accept the resignation of Dr. Christian Teeter effective June 12, 2012.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson and Grant
No: None
Absent: Trustees: Prinsky and Venegas III

On a motion by Trustee Moreno and seconded by Trustee Hornbuckle, the Board voted unanimously to appoint the two members of the Board Personnel Committee to serve as an ad hoc committee as the "hiring manager" pursuant to AP 7888.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson and Grant
No: None
Absent: Trustees: Prinsky and Venegas III

On a motion by Trustee Moreno and seconded by Trustee Patterson, the Board voted unanimously to delegate decision-making authority to the Personnel Committee Members to adapt AP 7888 "Managerial Recruitment and Selection Procedures" as deemed necessary for the Board Secretary position, including job specifications, recruitment process, and time frames.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson and Grant
No: None
Absent: Trustees: Prinsky and Venegas III

On a motion by Trustee Moreno and seconded by Trustee Hornbuckle, the Board voted unanimously to designate the Board of Trustees as the Selection Committee for the interim and regular appointments for the position of Secretary of the Board of Trustees.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson and Grant
No: None
Absent: Trustees: Prinsky and Venegas III

On a motion by Trustee Moreno and seconded by Trustee Hornbuckle, the Board voted unanimously to direct a full internal and external recruitment promptly for the position of permanent Board Secretary, and to exclude this position from the external hiring freeze that ends in June 2012.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson and Grant
No: None
Absent: Trustees: Prinsky and Venegas III

On a motion by Trustee Moreno and seconded by Trustee Hornbuckle, the Board voted unanimously to direct that a full internal only recruitment for the Interim Board Secretary position be conducted promptly.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson and Grant
No: None
Absent: Trustees: Prinsky and Venegas III

At 11:30 a.m., the Board reconvened to Closed Session to further discuss the following:

(a) Public Employment (Pursuant to Government Code Section 54957 (b) (1))
Position: Vice President of Instruction, Orange Coast College

The Board reconvened to Open Session at 11:57 a.m. and Trustee Moreno reported that, on a motion by Trustee Patterson and seconded by Trustee Hornbuckle, the Board voted to appoint Dr. Weispfenning to the position of Vice President of Instruction, Orange Coast College.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle and Patterson
No: None
Absent: Trustees: Prinsky and Venegas III
Abstain: Trustee Grant

7. Approval of Employment Agreement, Vice President of Instruction, OCC

On a motion by Trustee Hornbuckle and seconded by Trustee Patterson, the Board voted unanimously to approve the employment agreement for Vice President of Instruction, OCC, with corrections to add the doctoral stipend and update the applicable Board Policies.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson and Grant
No: None
Absent: Trustees Prinsky and Venegas III

8. Board Secretary Position

This item was heard earlier in the agenda.

9. Adjournment

There being no further business, on a motion by Trustee Grant and seconded by Trustee Hornbuckle, the meeting was adjourned at 12:01 p.m.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson and Grant
No: None
Absent: Trustees: Prinsky and Venegas III

Secretary Pro Tem of the Board of Trustees

**The Student Trustee of the Coast Community College District is provided with an advisory vote to the Board of Trustees, per Board Policy 2015. As such, the Student Trustee's votes recorded within these minutes are advisory only in nature and are not counted in the final outcome of each action taken by the Board. Additionally, per Board Policy 2015, the Student Trustee does not participate in Closed Session meetings of the Board, therefore, votes reported from Closed Session will not include a reference to the Student Trustee.*

Regular Meeting
Board of Trustees
Coast Community College District
District Board Room

5:00 p.m. Closed Session, 6:30 Open Session

Wednesday, June 20, 2012

MINUTES*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on June 20, 2012 in the Board Room at the District Office.

1.00 Preliminary Matters

1.01 Call to Order

President Moreno called the meeting to order at 5:02 p.m.

1.02 Roll Call

Trustees Present: Moreno, Hornbuckle, Patterson, Prinsky and Grant.
Student Trustee Torre joined the meeting at 6:30 p.m.
Trustees Absent: None

1.03 Pledge of Allegiance

Trustee Prinsky led the Pledge of Allegiance to the United States of America.

At this time, on a motion by Trustee Prinsky and seconded by Trustee Patterson, the Board voted that, pursuant to the Brown Act, Section 54954.2 (b)(2) of the Government Code, an item be added to the Closed Session Agenda for the appointment of an Interim Board Secretary, based on a need to take immediate action. The need for this action came to the attention of the District after the posting of the agenda.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Prinsky, Patterson and Grant
No: None
Absent: Student Trustee Torre

1.04 Recess to Closed Session

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

The Board recessed to Closed Session at 5:05 p.m. to discuss the following:

a. Public Employment (Pursuant to Government Code 54957 (b)(1))

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

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators

Director, Accessibility Center for Education
Vice President, Administrative Services
Vice President of Instruction & Student Services

Interim Reappointments

Interim Vice President Instruction & Student Services
Interim Administrative Director, Workforce Economic Development

6. Classified Management

Administrative Director, Human Resources

Interim Re-Appointment

Interim Administrative Director, District Information Systems

Extension of End Dates for Temporary Positions

Special Proj Superv
Cont Mil Ed Prog Ops Asst Mgr
Director, Marketing/Product Dev
Dir, Instr Media, Design & Pro
Coord Cont Ed Instr Services
Program Suprv (OC One Stop Ctr)
Mgr, Contract Ed Prg & Service
Dir Tlcrs Pr & Tmdia
Dir, eLearning App & Web Dev
Dir, OC One Stop Center
RHORC Program Director

7. Classified Staff

Instructional Associate-Chemistry
Secretary, Sr

Extension of End Dates for Temporary Positions

Mil/Cont Ed Tech Int
Project Coordinator
Workforce Specialist
Ed Media Designr Mil
EOPS/CARE Outreach Tech
Wia MIS Technician
Mil/Cont Ed Tech Int
Workforce Specialist
Mil/Cont Ed Tech Int
Foundation Staff Aide
Mil/Cont Ed Program Coord
Mil/Cont Ed Tech
Mil/Cont Educ Prg Coord
Isd Dev Programmer
Workforce Specialist
Mil/Cont Ed Stf Aide
MIS Technich
Workforce Specialist
Staff Specialist
Dvlpmtl Disb Prg Ast
Mil/Cont Ed Tech Int
Contract Edu Production Editor
Workforce Specialist
Mil/Cont Ed Tech
Workforce Specialist
Mil/Cont Ed Tech Int
Telecourse Mrktng Co
Student Financial Aid Technici
Workforce Specialist
Contract Edu Video Prod Coord
Workforce Specialist
Mil/Cont Ed Tech
Wia Support Clerk
Workforce Specialist
Mil/Cont Ed App Coord
Mil/Cont Ed Tech, Intermediate
Grants Proj Asst
Job Center Clerk
Mil/Cont Ed Tech I
Staff Assistant
Workforce Specialist
Mil/Cont Ed Tech Int
Student Fin Aid Tech
Mil/Cont Ed Tech, Intermediate
Workforce Specialist
Mil/Cont Ed Tech Int
Mil/Prg Course Asst1

Custodian
Workforce Specialist
Wia Support Clerk
Mil/Cont Ed Tech III
Mil/Cont Ed Tech Int
Mil/Cont Ed Tech
Elec Media & Pub Proj Coord
Staff Assistant
Accounting Analyst-OC One-Stop
Cont Ed Ap Prgr Asst
Wia Support Clerk
Mil/Prg Course Asst 1
Workforce Specialist
Mil/Cont Ed Tech Int
MM Analyst/Programmer/Producer
Workforce Specialist
Workforce Specialist
Workforce Specialist
Staff Assistant
Isd Staff Aide
Wia Support Clerk
Spec Proj Bdgt Clk
Workforce Specialist
Web Mm Dev Mil Pgms
Temp Ed Media Designr Mil
Applic Syst Analyst
Staff Assistant, Sr - RHORC
Typist Clerk, Int - RHORC
EOPS/CARE Accounting Tech
CalWORKS Prg Office Spec, Sr
Student Fin Aid Acct Fisc Spec
Student Fin Aid Tech BFAP
Calworks Staff Assistant, Sr
Matriculation Testing Tech
Student Fin Aid Spec BFAP
Student Fin Aid Spec BFAP
Matriculation Evaluator

8. Reclassification and Reorganization/Reassignment

Staff Assistant, Sr
Stud Financial Aid Coordinator
Counseling & Guidance Office Operations Coordinator
CalWORKS Program Office Specialist, Sr

9. Classified Temporary Assignments

Accounting Assistant III
Special Assignment

Campus Security Officer Lead
Information Systems Tech II
Military Contract Education Staff Aide
Military Contract Education Program Coordinator
Military Contract Education Tech III
Staff Assistant
Staff Assistant, Sr
Coordinator of Community Services
Lead Mechanic
Instructional Information Tech
Student Financial Aid Specialist

10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

b. Public Employee Discipline/Dismissal/Release
(Pursuant to *Government Code* Section 54957)

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

Coast Community College Association vs. Coast Community College District
Public Employment Relations Board Case No. LA-CE-5436-E
Damian Rodriguez vs. George Phan et al., Orange County Superior Court Case
No. 30-2011-00445563
William Miles vs. Golden West College et al., Orange County Superior Court
Case No. 30-2011-00504551
Coast Federation of Classified Employees vs. Coast Community College District,
PERB Case No. LA-CE-5682-E
Scott Hays vs. Michael Mandelkern, Orange County Superior Court Case No.
30-2012-00584220-SC

d. Conference with Legal Counsel: Anticipated Litigation
Significant exposure to litigation pursuant to sub-section "b" of *Government Code*
Section 54956.9. Three Cases:

1. Claim by C.W. Driver
2. Construction delays at Golden West College
3. Threatened Litigation from Nicholas Gaultier

e. Public Employee Performance Evaluation
(Pursuant to *Government Code* Section 54957)

Positions: Chancellor, Presidents and Vice Chancellors

f. Conference with Labor Negotiator
(Pursuant to *Government Code* Section 54957.6)

Agency Negotiator: Dr. Andrew Jones, Chancellor and Dr. Deborah Hirsh, Vice Chancellor of Human Resources

Employee Organizations:
Coast Federation of Classified Employees(CFCE),
Coast Community College Association-California Teachers
Association/National Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT),
Unrepresented Employees: Association of Confidential Employees (ACE),
Unrepresented Employees: Coast District Management Association (CDMA),
Educational Administrators

1.05 Reconvene Regular Meeting

The meeting was reconvened by Board President Moreno at 6:45 p.m.

1.06 Pledge of Allegiance - Trustee Lorraine Prinsky

Trustee Prinsky led the Pledge of Allegiance.

1.07 Report of Action from Closed Session (if any)

Ms. Jane Burton, Secretary Pro Tem of the Board of Trustees, reported that on a motion by Trustee Patterson and seconded by Trustee Prinsky, the Board voted to appoint Daryl Betancur as Interim Board Secretary, to serve until a permanent Board Secretary takes office, with placement at G-26 of the Classified Management Salary Schedule.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
No: None
Absent: Student Trustee Torre

Ms. Burton also reported that for **Item 1.04 a. Public Employment**, on a motion by Trustee Moreno and seconded by Trustee Hornbuckle, the Board voted to approve all Personnel items with the exception of the Interim Admin Director of Workforce Development position. (See Appendix pages 40-60.)

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
No: None
Absent: Student Trustee Torre

1.08 Public Comment (Open Session)

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

1.09 Oath of Office - Student Trustee Cody Joe Torre

Mr. Cody Joe Torre was sworn in by Board President Moreno as the Student Trustee for 2012-2013.

1.10 Presentations and Ceremonial Resolutions

1.10.01 Ceremonial Resolutions

a) Coast Community College District Ceremonial Resolution Honoring Orange Coast College Chamber Singers.

President Moreno acknowledged and congratulated the Orange Coast College Chamber singers on their achievements.

b) Coast Community College District Ceremonial Resolution Honoring Dr. Christian Teeter.

Trustee Patterson acknowledged Dr. Teeter for his achievements and service to the District.

1.10.02 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:

Faculty

Baker, Frank, GWC, Instructor, retirement effective 5/28/12
Nguyen, So V., OCC, Instructor, retirement effective 5/28/12
Scardina, Thomas, GWC, Instructor, retirement effective 5/31/12
Souto, Mark, GWC, Instructor, retirement effective 5/28/12
Winter, Nicolas, OCC, Instructor, retirement effective 7/1/12

On a motion by Trustee Moreno and seconded by Trustee Hornbuckle, the Board voted to accept these retirements.

Motion carried with the following vote:

Aye:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No:	None
Absent:	None

President Moreno moved forward **Item 29.09 Authorization to Amend Standard Professional Services Agreement between Coast Community College District and Fairbank, Maslin, Maullin, Metz & Associates, Inc. for Public Opinion Research and Polling Services /Exploratory phase of the Bond Program.**

Vice Chancellor of Administrative Services and Finance, W. Andrew Dunn, provided a presentation to the Board giving a update on the bond development and informational phase. Additionally, Dr. Richard Bernard from Fairbank, Maslin, Maullin, Metz and Associates, and Dr. Martha Parham, District Director, Public Affairs, Marketing & Government Relations answered questions from the Trustees.

On a motion by Trustee Patterson and seconded by Trustee Torre, the Board voted to authorize the amendment of the Standard Professional Services Agreement with Fairbank, Maslin, Maullin, Metz & Associates to conduct a follow-up survey related to a possible November 2012 General Obligation Bond measure. It is further recommended that the Board President be authorized to sign this amendment and any related documents, indicating approval by the Board of Trustees.

Fiscal Review & Impact: \$26,348 (District Community Relations & Enterprise Corporation Funds)

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

2.00 Informative Reports

2.01 Report from the Chancellor

Dr. Andrew Jones, Chancellor, provided a report to the Board.

2.02 Reports from the Presidents

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

Lois Wilkerson on behalf of 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

The following Presidents of Student Government Organizations provided reports to the Board.

R. J. Waters, on behalf of the ASG President Juan Valenzuela, Coastline Community College
Catherine Tran, on behalf of ASG President, Kolby Keo, Orange Coast College
Dale Lendrum, ASG President, Golden West College

President Moreno moved four agenda items to be heard during this portion of the meeting:

Item 29.07 - Approval of FY 2012-2013 Budget, Associated Students of Orange Coast College.

Item 29.13 - Approval of 2012-2013 Budget, Associated Students of Golden West College.

Item 29.14 - Authorization of 2012-2013 Budget, Associated Students of Coastline Community College.

Item 29.12 - Approval for the Associated Students of Golden West College to Increase the College Service Charge.

29.14 CCC - Authorization to Approve FY 2012-13 Budget, Coastline Community College Associated Student Government.

On a motion by Trustee Torre and seconded by Trustee Moreno, the Board voted to approve Coastline Community College Associated Student Government Fiscal Year 2012-13 budget.

Fiscal Impact: None

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

29.13 GWC - Approval of 2012-2013 Budget, Associated Students of Golden West College.

On a motion by Trustee Moreno and seconded by Trustee Torre, the Board voted to approve the Fiscal Year 2012-2103 budget for the Associated Students of Golden West College with a request that in the future the budget format is modified to include more funding information.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

29.12 GWC - Approval for the Associated Students of Golden West College to Increase the College Service Charge.

On a motion by Trustee Patterson and seconded by Trustee Torre, the Board voted to approve an increase of the college service charge by \$2 each semester to a total of \$17 for fall and spring semesters and \$9 for summer session.

Fiscal Impact: Additional revenue of \$2 per student each semester. Total amount dependent upon number of registered students.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Prinsky, Grant and Torre
No: Trustee Patterson
Absent: None

29.07 OCC - Approval of FY 2012-2013 Budget, Associated Students of Orange Coast College.

On a motion by Trustee Torre and seconded by Trustee Prinsky, the Board voted to approve the Fiscal Year 2012-2103 budget for the Associated Students of Orange Coast College.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

It was suggested by the Board that all three campuses consider using the same format for their budgets in the future.

2.04 Reports from the Academic Senate Presidents

Vesna Marcina, Orange Coast College (OCC) Academic Senate President
Theresa Lavarini, Golden West College (GWC) Academic Senate President
Margaret Lovig, Coastline Community College (CCC) Academic Senate President

2.05 Reports from the Presidents of Employee Representative Groups

There were no reports to the Board from Presidents of Employee Representative Groups.

2.06 Reports from the Board of Trustees

The Board members provided individual reports.

2.07 Reports from the Board Committees and Review of Board Committee Meeting Dates.

The Board members provided individual reports on the Board Committees. On a motion by Trustee Moreno and seconded by Trustee Patterson, the Board voted to add an item to the agenda for the Special Meeting of June 25, 2012 to appoint a representative to serve on the Orange County Legislative Task Force.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

2.08 Quarterly Financial Status Report

Vice Chancellor of Administrative Services and Finance, W. Andrew Dunn, provided the Board with a Financial Status Report.

2.09 Diversity Update

This item was pulled by Vice Chancellor of Human Resources, Dr. Deborah Hirsh.

3.00 Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2011/2012 as presented in the June 20, 2012 Agenda.

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

The Board reviewed the meetings and conferences of the AACC, ACCT, CCLC and CCCT.

3.03 The Board Directives Log

The Board reviewed and discussed the Board Directives Log.

3.04 Buildings and Grounds Reports

Vice Chancellor of Administrative Services and Finance, W. Andrew Dunn, provided the Trustees with a brief update on Buildings and Grounds.

3.05 Review of Instructional Material Fees

The Board reviewed the Instructional Material Fees. This item will be moved forward to the Discussion pages of the July 18, 2012 Agenda.

3.06 Awards and Accolades 2011-2012

On a motion by Trustee Moreno and seconded by Trustee Hornbuckle, the Board acknowledged and accepted the Awards and Accolades for 2011-2012.

Motion carried with the following vote:

Aye:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No:	None
Absent:	None

4.00 Public Hearings

4.01 Public Hearing on Coast Community College District Tentative Budget for Fiscal Year 2012-2013 and Consideration of Coast Community College District Tentative Budget for 2012-2013.

The official Public Hearing and Adoption of the 2012-2013 Budget for the Coast Community College District will be held on September 5, 2012 at 6:30 p.m. in the Coast Community College District Board Room located at 1370 Adams Avenue, Costa Mesa, CA 92626.

A. Opening of Public Hearing

Board President Moreno opened the Public Hearing at 8:30 p.m.

B. Staff Report on Tentative Budget

Vice Chancellor of Administrative Services and Finance, W. Andrew Dunn, provided the Board with a presentation on the Tentative Budget.

C. Public Testimony

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

D. Board of Trustees' Comments

The Tentative Budget was discussed by the Trustees.

On a motion by Trustee Hornbuckle and seconded by Trustee Torre, the Board voted to adopt the Tentative Budget for 2012-2013.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

On a motion by Trustee Patterson and seconded by Trustee Moreno, the Board voted to request an internal report from the Chancellor on the various things the Board should consider that the District has done or may do, inadvertently or otherwise, that allow pensions to be driven upward or spiked.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

On a motion by Trustee Moreno and seconded by Trustee Hornbuckle, the Board voted to receive a report on legislation that is being considered regarding pension reform and the impact it may have on any of our employee groups.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

E. Closing of Public Hearing

Board President Moreno closed the Public Hearing at 9:02 p.m.

CONSENT CALENDAR (Items 5 -26)

At the request of Lois Wilkerson of Coastline Community College, **Item 14.02 CCC - Standard Internship Agreement**, and the first four items of **Item 14.04 CCC - Approve Standard Internship Agreement and Standard Agreement** were pulled.

On a motion by Trustee Patterson and seconded by Trustee Hornbuckle, the Board voted to approve the remainder of the Consent Calendar.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

DISCUSSION CALENDAR

27.00 Approval of Agreements

27.01 DIS - Approve Agreement between School Services of California, Inc. and Coast Community College District for Legislative/Bill Monitoring Services.

On a motion by Trustee Patterson and seconded by Trustee Hornbuckle, the Board voted to obtain a report on the services being provided by School Services of California, Inc. to include information on whether there have been any additional expenses billed to us in the past, and to continue this Agreement to the July 18, 2012 agenda.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.02 GWC - Approve Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Online Instructional Materials, Presentations, etc.

On a motion by Trustee Hornbuckle and seconded by Trustee Prinsky, the Board voted to approve the Agreement between StreamingMedia Hosting and the Coast Community College District for instructional material to be posted online, from July 1, 2012 through June 30, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$1,200 one-time, annual payment to be paid from Online Electronic Resources funds.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.03 GWC - Approve Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Hosting, Storing and Transfer of Streaming POST Case Law Today Video.

On a motion by Trustee Prinsky and seconded by Trustee Patterson, the Board voted to approve the Agreement between StreamingMedia Hosting and the Coast Community College District for online POST Case Law Today streaming, storing and transferring video data, from July 1, 2012 through June 30, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$11,159.40 to be paid from GWC CJTC Auxiliary Trust funds.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

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

On a motion by Trustee Moreno and seconded by Trustee Patterson, the Board voted to approve the Addendum to the Agreement between Career Step, LLC and the Coast Community College District for conducting Online Career Training Programs, from June 21, 2012 through June 16, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Career Step, LLC shall pay to GWC Community Education a one-time referral fee equal to the amount set forth on Exhibit A for each Career Step Program enrollment that is completed through the Referral Site and remains enrolled in such Program beyond the expiration of any applicable refund date.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.05 CCC - Authorization to Enter into Amendment No. 2 of an Existing Lease between Business Properties Partnership No. 15, a California General Partnership, and the Coast Community College District for the Purpose of Classroom Use at the Coastline Community College Art Gallery Site.

On a motion by Trustee Prinsky and seconded by Trustee Hornbuckle, the Board voted to enter into Amendment No. 2 between Business Properties Partnership No. 15 and Coast Community College District for classroom and art gallery space at the Coastline Art Gallery site. 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: Three month lease from August 1, 2012 - October 31, 2012, at \$4,519.13 per month.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.06 CCC - Approve Memorandum of Agreement between Commanding Officer, Naval Construction Battalion Center, Gulfport, and the Coast Community College District to Provide Educational Support Services to Personnel of the United States Navy.

On a motion by Trustee Torre and seconded by Trustee Patterson, the Board voted to approve the Memorandum of Agreement between Commanding Officer, Naval

Construction Battalion Center, Gulfport, and the Coast Community College District to provide on-site educational support services to active duty personnel, reservists, eligible retired military personnel, the Department of Defense employees, and civilians on board Naval Construction Battalion Center, Gulfport. 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: No cost to District.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.07 CCC - Approve Agreement between Card Integrators Corporation and the Coast Community College District for an I.D. Card System Software License and Service Agreement.

On a motion by Trustee Hornbuckle and seconded by Trustee Torre, the Board voted to approve the Agreement between Card Integrators Corporation and the Coast Community College District to provide the I.D. Card System software and provide ongoing maintenance and service for the system.

Fiscal Review and Impact: \$2,780 for July 1, 2012 - June 30, 2013

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.08 CCC - Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North.

On a motion by Trustee Moreno and seconded by Trustee Prinsky, the Board voted to approve the Amended Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – North. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: The County will reimburse Coastline Community College an additional \$40,000 for a total contract of \$2,610,456 for operation of these programs.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.09 OCC - Approve Amendment to Non-Standard Agreement between The National Student Clearing House and the Coast Community College District for Student Electronic Access Agreement for Educational Institutions (Student Self-Service).

On a motion by Trustee Moreno and seconded by Trustee Prinsky, the Board voted to approve the Amendment to the existing Agreement between Credentials Inc. and the Coast Community College District for processing of transcripts requests. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: There will be zero (0) fiscal impact to Orange Coast College.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.10 OCC - Agreement between Orange County Department of Education (OCDE) and Coast Community College District, (OCC) to provide representation on behalf of OCC under the Medi-Cal Administrative Activities (MAA) Program.

On a motion by Trustee Hornbuckle and seconded by Trustee Prinsky, the Board voted to approve the Agreement between Orange County Department of Education (OCDE) and Coast Community College District. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.11 CCC - Approval of Employment Agreement, Vice President of Instruction & Student Services.

On a motion by Trustee Patterson and seconded by Trustee Prinsky, the Board voted to approve the Employment Agreement with Vince Rodriguez, CCC, to serve as Vice President of Instruction & Student Services, commencing on July 16, 2012 and ending on June 30, 2014. Compensation to be \$147,455 annually, based on the appropriate step placement, plus longevity pay of \$6,000, and doctoral stipend of \$2,781. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.12 CCC - Approval of Employment Agreement, Vice President of Administrative Services.

On a motion by Trustee Prinsky and seconded by Trustee Hornbuckle, the Board voted to approve the Employment Agreement with Christine Nguyen, CCC, to serve as Vice President of Administrative Services, commencing on July 1, 2012 and ending on June 30, 2014. Compensation to be \$137,811 annually, plus longevity pay of \$6,000. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.13 CCC - Approval of Employment Agreement, Interim Vice President, Instruction and Student Services.

On a motion by Trustee Hornbuckle and seconded by Trustee Patterson, the Board voted to approve the Employment Agreement with Mary Halvorson, CCC, to serve as Interim Vice President of Instruction and Student Services, for the period commencing on July 1, 2012 and ending on the day prior to the commencement of employment of the successor to this position, or on July 15, 2012, whichever is earlier. Compensation to be \$10,005 monthly, 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.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.14 CCC - Approval of Employment Agreement, Interim Administrative Director, Workforce Economic Development.

This item was continued to the Board of Trustees' Special Meeting of June 25, 2012.

27.15 DIS - Appointment of Individuals to Fulfill Roles of Board Secretary on a Temporary Basis.

On a motion by Trustee Patterson and seconded by Trustee Moreno, the Board voted to appoint Jane Burton to fulfill the role of Board Secretary until the appointment of a replacement Board Secretary.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

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

On a motion by Trustee Prinsky and seconded by Trustee Hornbuckle, the Board voted to approve the Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to provide language assessment and training, counseling, college preparation and faculty development services to Kavram Schools in Turkey. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Gross income of \$100,250.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.17 CCC - Approve an Addendum to Lease Agreements between Mobile Modular Management Corporation and the Coast Community College District to Lease Commercial Coach Modular Units.

On a motion by Trustee Moreno and seconded by Trustee Prinsky, the Board voted to approve the Addendum to the Agreement with Mobile Modular Management Corporation and the Coast Community College District for sixteen commercial coach modular units. Term of the Agreement is for 12 months beginning July 1, 2012 and ending June 30, 2013. This Agreement is on a month-to-month lease basis with a 30-day option to cancel with no early termination charges. The Board President, or designee, is authorized to sign the Addendum to the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Annual rent for 16 modular units \$107,832. Funding Source: General fund.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.18 CCC - Approve Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide the Education Bound United States (EBUS) Program to Include English Language Assessment, Counseling, and Instruction.

On a motion by Trustee Hornbuckle and seconded by Trustee Prinsky, the Board voted to approve the Agreement between U.S. College Compass, LLC and the Coast Community College District to provide the EBUS Program to foreign Educational Partners. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

The request was made that a bi-annual report from the Chancellor be provided to the Board outlining the progress of the programs with U.S. College Compass and Coastline Community College.

Fiscal Review and Impact: Gross Income to District – Qingdao \$471,225; Vietnam Aviation Academy \$384,796.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.19 CCC - Approve Agreement between Garden Grove Unified School District and the Coast Community College District for the Function Space for the May 18, 2013, Graduation Ceremony.

On a motion by Trustee Torre and seconded by Trustee Patterson, the Board voted to approve the Agreement between the Garden Grove Unified School District and the Coast Community College District for the function space for its graduation ceremony. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Expense amount \$5,000 to be paid from General funds.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.20 CCC - Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North.

On a motion by Trustee Moreno and seconded by Trustee Prinsky, the Board voted to approve the Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – North. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: The County will reimburse Coastline Community College \$2,933,762 for operation of these programs.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.21 CCC - Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - South.

On a motion by Trustee Torre and seconded by Trustee Prinsky, the Board voted to approve the Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – South. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: The County will reimburse Coastline Community College \$2,643,500 for operation of these programs.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.22 GWC - Approval of Employment Agreement, Director, Accessibility Center for Education.

On a motion by Trustee Hornbuckle and seconded by Trustee Prinsky, the Board voted to approve the Employment Agreement with Chad Bowman to serve as Director, Accessibility Center for Education, commencing on July 1, 2012 and ending on June 30, 2013. Compensation to be \$79,435 annually, 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.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.23 CCC - Approve Agreement between Alliant International University – Los Angeles and the Coast Community College District for Obtaining Clinical Experience in Neuropsychological Assessment and Psychological Counseling within the Brain Injured Population through an Internship at Coastline Community College's Acquired Brain Injury Program.

On a motion by Trustee Hornbuckle and seconded by Trustee Torre, the Board voted to approve the Agreement between Alliant International University – Los Angeles and the Coast Community College District for one graduate student intern to obtain their clinical experience at Coastline's ABI Program during the 2012-13 academic year. 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: None

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.24 CCC - Approve Agreement between Alliant International University - Alhambra and the Coast Community College District for Obtaining Clinical Experience in Neuropsychological Assessment and Psychological Counseling within the Brain Injured Population through an Internship at Coastline Community College's Acquired Brain Injury Program.

On a motion by Trustee Moreno and seconded by Trustee Hornbuckle the Board voted to approve the Agreement between Alliant International University - Alhambra and the Coast Community College District for two graduate student interns to obtain their clinical experience at Coastline's ABI Program during the 2012-13 academic year. 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: None

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.25 CCC - Approve Agreement between Argosy University and the Coast Community College District for Obtaining Clinical Experience in Neuropsychological Assessment and Psychological Counseling within the Brain Injured Population Through an Internship at Coastline Community College's Acquired Brain Injury Program.

On a motion by Trustee Torre and seconded by Trustee Prinsky, the Board voted to approve the Agreement between Argosy University and the Coast Community College District for one graduate student intern to obtain their clinical experience at Coastline's ABI Program during the 2012-13 academic year. 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: None

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.26 CCC - Authorization to Enter into a Lease Schedule No. 500-3117270-000 dated June 21, 2012, to Master Equipment Lease Purchase Agreement No. 3117270 dated June 21, 2012, between Bank of America National Association and Coast Community College District to Purchase Infrastructure Equipment from ePlus Technology, Inc., Utilizing the Western States Contracting Alliance (WSCA) Contract AR-233 for the Coastline Community College Sites.

On a motion by Trustee Hornbuckle and seconded by Trustee Grant, the Board voted to

adopt Resolution #12-22 authorizing the District to enter into the Lease/Purchase Agreement No. 3117270 between Bank of America National Association and Coast Community College District for Coastline's sites, noting that Public Contract Code 20652 provides authority for the Board without advertising for bids, the use of other Public Agencies' contract for the lease or purchase of equipment when the Board determines it to be in the best interest of the District. 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: \$726,832.05 to be paid in yearly installments of \$145,366.41 over a period of five years. Funded Source: General Fund.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

27.27 GWC - Approve Non-Standard Agreement between Three Forks and the Coast Community College District for Financial Aid Software Consultation.

On a motion by Trustee Hornbuckle and seconded by Trustee Torre, the Board voted to approve the Agreement between Three Forks and the Coast Community College District for Software set-up, from March 5-9, 2012. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$6,000 to be paid from Categorical BFAP funds.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

28.00 Buildings and Grounds Approvals

28.01 DIS - Approve Change Order No. 4; Golden West College Learning Resource Center, Phase I; Bid No. 1953.

This item was pulled for discussion in Closed Session.

28.02 DIS - Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College Building/Facilities Capacity-To-Load (Cap-Load) Management Program for Academic Year 2012-2013.

On a motion by Trustee Patterson and seconded by Trustee Hornbuckle, the Board voted that to approve the Independent Contractor Agreement with Cambridge West Partnership for the formulation, management, and oversight of the District's capacity-to-load ratios (Cap-Load), Space Inventory (Report 17), and State 5-Year Capital Plan for the 2012-2013 year. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign any related documents.

Fiscal Impact: \$58,000 (District Capital Outlay Funds)

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

28.03 DIS - Authorization to File Notice of Completion and Release Retention Funds.

This item was pulled for discussion in Closed Session.

29.00 General Items of Business

29.01 DIS - Authorization to make Payment to Rancho Santiago Community College District for Services provided by Atkinson, Andelson, Loya, Ruud & Romo (AALRR).

On a motion by Trustee Hornbuckle and seconded by Trustee Prinsky, the Board voted to authorize payment to Rancho Santiago Community College District for services provided by Atkinson, Andelson, Loya, Ruud and Romo for the District's share of legal research costs related to the Orange County Property Tax issue in equal shares of 25% per district as previously authorized at the December 14, 2011 Board of Trustees' Meeting.

Fiscal Impact: Equal share of 25% of legal services for the month of March and April, 2012, in the amount of \$1,124.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

29.02 DIS - Acceptance of \$200,000 Dividend from the Coast Community College District Enterprise Corporation.

On a motion by Trustee Patterson and seconded by Trustee Grant, the Board of Trustees voted to accept a \$200,000 dividend distribution from the Coast Community College District Enterprise Corporation, with the Chancellor to return this item to the Board with a plan for use.

At its June 12, 2012 meeting, the Enterprise Corporation Board of Directors unanimously approved a \$200,000 dividend distribution to the District. It is recommended by Trustee Patterson that this dividend be accepted by the Board of Trustees for purposes of establishing seed funds for Community Education courses throughout the Coast Community College District. It is further recommended by Trustee Patterson that the Chancellor, or designee, be authorized to establish a robust District-wide Community Education/ Continuing Education plan with \$200,000 used as seed money to generate even more funds to allow the program to grow.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

29.03 DIS - Nomination of Dr. Lorraine Prinsky for the 2012 ACCT Leadership Award.

On a motion by Trustee Moreno and seconded by Trustee Torre, the Board voted to approve the nomination of Dr. Lorraine Prinsky for the 2012 ACCT Trustee Leadership Award. The Secretary Pro Tem of the Board is directed to file the attached nomination letter from Trustee Patterson and an excerpt of the Board's vote to nominate Dr. Prinsky with the Association of Community College Trustees prior to the June 22, 2012 deadline for nominations.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Grant and Torre
No: None
Absent: None
Abstain: Trustee Prinsky

29.04 GWC - Independent Contractors Over \$20,000.

On a motion by Trustee Hornbuckle and seconded by Trustee Prinsky, the Board voted to approve the Independent Contracts as listed below:

IC Name: Larson, Douglas
Services: Provide production development services for video/web project(s) for Criminal Justice Training Center
Payment Schedule/Compensation: \$31,000, to be paid in 12 monthly payments of \$2,583.33
Term of Agreement: July 1, 2012 – June 30, 2013
Source of Funding: POST Case Law Today funds

IC Name: S. Groner Associates
Services: Develop and implement effective outreach, marketing and recruitment strategies for the Recycling and Resource Management Program
Payment Schedule/Compensation: \$22,500, to be paid in three payments of \$7,500, per invoice
Term of Agreement: June 21, 2012 – June 30, 2013
Source of Funding: CBJT Grant funds

IC Name: Image 2000
Services: Microfilm conversion
Payment Schedule/Compensation: \$50,000 one-time payment per invoice upon completion
Term of Agreement: June 21, 2012 – August 31, 2012
Source of Funding: One-Time Funding funds

IC Name: Pretty in Print c/o Kelly Thompson
Services: Printing of the Community Education and Activities Calendar of Events publication

Payment Schedule/Compensation: \$30,000, to be paid \$10,000 per semester, Fall 2012, Spring 2013, and Summer 2013
Term of Agreement: July 1, 2012 – June 30, 2013
Source of Funding: Community Education and Activities funds

IC Name: PGINET Consulting
Services: CoastPathways.com functionality changes and enhancements for CTE Transitions project
Payment Schedule/Compensation: \$30,000 to be paid per invoice upon completion
Term of Agreement: February 16 – June 30, 2012
Source of Funding: CTE Transitions funds
(Revision is to extend the contract from May 31, increase the compensation from \$10,000 and change the funding source.)

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

29.05 GWC - Authorization to Conduct a Short-Term Study Abroad Program in History in London, England, June 29 – July 29, 2013.

On a motion by Trustee Torre and seconded by Trustee Prinsky, the Board voted to authorize a standard Travel Contractor Agreement to conduct a Study Abroad program in History in London, England from June 29 – July 29, 2013. Dave Moore, full-time professor, to serve as faculty. All logistical arrangements will be handled by a service provider to be submitted for approval at a later date.

Fiscal Impact: No cost to the District. No replacement cost for faculty assigned to the program. All payments by trip participants for travel services shall be made to the service provider who shall account to CCCD for the total cost of the trip as well as the faculty's salary.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

29.06 GWC - Renewal of Medical Insurance for International Students.

On a motion by Trustee Hornbuckle and seconded by Trustee Torre, the Board voted to renew Blue Cross medical insurance coverage for all international students through Ascension Benefits and Insurance Solutions (previously known as Renaissance Insurance Agency, Inc.) at the rate of \$1,206 per year payable by the student, at no cost to the college.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

29.07 Approval of FY 2012-2013 Budget, Associated Students of Orange Coast College.

This item was heard earlier in the agenda.

29.08 OCC - Authorization to Conduct a Short-Term Language Study Abroad Program in Madrid, Spain during Summer 2013.

On a motion by Trustee Torre and seconded by Trustee Prinsky, the Board voted to enter into a standard Travel Contractor Agreement to conduct a program in Madrid, Spain, June 27 - July 31, 2013. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Jeffrey Brown, OCC Professor of Spanish, to serve as faculty. One Spanish course will be offered.

Fiscal Impact: No cost to the District. No replacement costs for faculty assigned to the program. 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:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No:	None
Absent:	None

29.09 Authorization to Amend Standard Professional Services Agreement between Coast Community College District and Fairbank, Maslin, Maullin, Metz & Associates, Inc. for Public Opinion Research and Polling Services.

This item was heard earlier in the agenda.

29.10 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreements for Contractor Services.

On a motion by Trustee Moreno and seconded by Trustee Hornbuckle, the Board voted to approve the following contractors for the performance of a variety of contractor services throughout the District, on an as-needed basis for FY 2011-2012. 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.

Sierra School Equipment Co.
1911 Mineral Court
Bakersfield, CA 93308

CSI Electrical Contractors Inc.
10623 Fulton Well Avenue
Santa Fe Springs, CA 90670

Mario Ciemente Painting
7080 Elverano Dr.
Buena Park, CA 90620

Maxim Security Systems
9064 Pulsar Court Suite F
Corona, CA 92883

American Seating Company
401 American Seating CTR.
Grand Rapids, MI 49504

RS Haglund Construction
502 S Santa Fe Street
Santa Ana, CA 92705

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

29.11 DIS - Authorization to Purchase Storage Area Network (SAN) Equipment from Dell Utilizing the Western States Contracting Alliance (WSCA) Contract WN99ABZ.

On a motion by Trustee Hornbuckle and seconded by Trustee Moreno, the Board voted to authorize the purchase of the Storage Area Network (SAN) equipment from Dell using WSCA Contract WN99ABZ, noting that 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 the lease or purchase of equipment when the Board has determined it to be in the best interest of the District.

Fiscal Review and Impact: NTE \$93,306.00 (General Funds)

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

29.12 GWC - Approval for the Associated Students of Golden West College to Increase the College Service Charge.

This item was heard earlier in the agenda.

29.13 GWC - Authorization to Approve 2012-2013 Budget, Associated Students of Golden West College.

This item was heard earlier in the agenda.

29.14 CCC - Authorization to Approve Coastline Community College Associated Student Government 2012-13 Budget.

This item was heard earlier in the agenda.

29.15 CCC - Authorization to Approve Revised Mission Statement for Coastline Community College.

On a motion by Trustee Prinsky and seconded by Trustee Hornbuckle, the Board voted to adopt the following revised Mission Statement for Coastline Community College. The revised statement was approved by the Planning, Institutional Effectiveness and Accreditation Committee and College Council.

Mission Statement: Coastline Community College promotes academic excellence and student success for today's global students through accessible, flexible, innovative education that leads to the attainment of associate degrees, transfers, certificates, basic skills readiness for college, and career and technical education.

Fiscal Impact: None

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

29.16 DIS - Approve Changes in Signatories for Union Bank Accounts.

On a motion by Trustee Hornbuckle and seconded by Trustee Patterson, the Board voted to approve the changes made for signatories for Union Bank accounts.

Golden West College Fiscal Services Credit Card Clearing
Account #XXXXXXXX405
J. Wesley Bryan - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Daniela Thompson - Administrative Director, Fiscal Services
Paul Wisner - Director, Fiscal Services

Coast Community College District Medical Claims
Account #XXXXXXXX650
Deborah D. Hirsh - Vice Chancellor, Human Resources
Andrew Jones - Chancellor
William Michael Stemler - CEO, Delta Health Systems
Donna Waldfoegel - Administrative Director, Human Resources

Coastline Community College Bank Deposit
Account #XXXXXXXX693
Loretta Adrian - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Richard Kudlik - Director, Fiscal Services
Christine Nguyen - Vice President, Administrative Services
Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Associated Students/Student Loan Account
Account #XXXXXXXX997
J. Wesley Bryan - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Daniela Thompson - Administrative Director, Fiscal Services
Paul Wisner - Director, Fiscal Services

Coast Community College District Federal Letter of Credit
Account #XXXXXXXX100
W. Andrew Dunn - Vice Chancellor, Administrative Services
Andrew Jones - Chancellor
Daniela Thompson, Administrative Director, Fiscal Services

Coastline Community College Contract Education
Account #XXXXXXXX118
Loretta Adrian - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Richard Kudlik - Director, Fiscal Services
Christine Nguyen- Vice President, Administrative Services
Daniela Thompson, Administrative Director, Fiscal Services

Coast Community College District State of California Grant Program
Account #XXXXXXXX340
W. Andrew Dunn, Vice Chancellor, Administrative Services and Finance
Andrew Jones - Chancellor
Daniela Thompson, Administrative Director, Fiscal Services

CDMA
Account #XXXXXXXX884
W. Andrew Dunn - Vice Chancellor, Administrative Services
Martha Parham - District Director, Public Affairs
Vince Rodriquez - Dean, Distance Learning
Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Emergency Loan Program
Account #XXXXXXXX913
J. Wesley Bryan - President
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Daniela Thompson - Administrative Director, Fiscal Services
Paul Wisner - Director, Fiscal Services

Coastline Community College Money Market
Account #XXXXXXXX932
Loretta Adrian - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Richard Kudlik - Director, Fiscal Services
Christine Nguyen - Vice President, Administrative Services
Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Foundation
Account # XXXXXXXX005
J. Wesley Bryan - President
Margie Bunten - Director, Public Relations
Judy Elmore - BOD Chairman
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Steve Olmstead - BOD President
Robert Polentz - BOD Treasurer
Paul Wisner - Director, Fiscal Services

Golden West College Foundation
Account #XXXXXX013
J. Wesley Bryan - President
Margie Bunten - Director, Public Relations
Judy Elmore - BOD Chairman
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Steve Olmstead - BOD President
Robert Polentz - BOD Treasurer
Paul Wisner - Director, Fiscal Services

Golden West College Foundation
Account #XXXXXX021
J. Wesley Bryan - President
Margie Bunten - Director, Public Relations
Judy Elmore - BOD Chairman
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples
Steve Olmstead - BOD President
Robert Polentz - BOD Treasurer
Paul Wisner - Director, Fiscal Services

Golden West College Foundation
Account #XXXXXX056
J. Wesley Bryan - President
Margie Bunten - Director, Public Relations
Judy Elmore - BOD Chairman
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Steve Olmstead - BOD President
Robert Polentz - BOD Treasurer
Paul Wisner - Director, Fiscal Services

Coastline Community College EOP Grant Loans
Account #XXXXXX545
Loretta Adrian - President
W. Andrew Dunn, Vice Chancellor, Administrative Services and Finance
Richard Kudlik - Director, Fiscal Services
Christine Nguyen - Vice President, Administrative Services
Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Enterprise Swap Meet
Account #XXXXXX575
J. Wesley Bryan - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Daniela Thompson - Administrative Director, Fiscal Services
Paul Wisner - Director, Fiscal Services

Coast Community College District Financial Aid Disbursement
Account #XXXXXX600
W. Andrew Dunn - Vice Chancellor, Administrative Services
Andrew Jones - Chancellor
Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College Ancillary Fund
Account #XXXXXX703
W. Andrew Dunn - Vice Chancellor, Administrative Services
Dennis Harkins - President
Richard Pagel - Vice President, Administrative Services
Helen Rothgeb - Director, Fiscal Services
Daniela Thompson, Administrative Director, Fiscal Services

Coast Community College District Student Refunds
Account #2740023767
W. Andrew Dunn - Vice Chancellor, Administrative Services
Andrew Jones - Chancellor
Daniela Thompson - Administrative Director, Fiscal Services

Coast Community College District Credit Card Registration
Account #2740023775
W. Andrew Dunn - Vice Chancellor, Administrative Services
Andrew Jones - Chancellor
Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College Foundation
Account #XXXXXX516
Douglas C. Bennett
Dennis Harkins - President
Rush Hill
Jeffrey Hyder
A. Patrick Munoz
Richard Pagel - Vice President, Administrative Services

Orange Coast College Starbucks/Pavilion
Account #XXXXXX037
W. Andrew Dunn - Vice Chancellor, Administrative Services
Dennis Harkins - President
Richard Pagel - Vice President, Administrative Services
Helen Rothgeb - Director Fiscal Services
Daniela Thompson - Administrative Director, Fiscal Services

Coastline Community College Learning Systems
Account #XXXXXXXX195
Loretta Adrian - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Richard Kudlik - Director, Fiscal Services
Christine Nguyen - Vice President, Administrative Services
Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Associated Students/Trust
Account #XXXXXXXX000
J. Wesley Bryan - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Daniela Thompson - Administrative Director, Fiscal Services
Paul Wisner - Director, Fiscal Services

Golden West College Bookstore/Trust
Account #XXXXXXXX019
J. Wesley Bryan - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Daniela Thompson - Administrative Director, Fiscal Services
Paul Wisner - Director, Fiscal Services

Coast Community College District Federal Perkins Loan Program
Account #XXXXXXXX635
W. Andrew Dunn - Vice Chancellor, Administrative Services
Andrew Jones - Chancellor
Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College Associated Students
Account #XXXXXX987
W. Andrew Dunn - Vice Chancellor, Administrative Services
Dennis Harkins - President
Richard Pagel - Vice President, Administrative Services
Helen Rothgeb - Director Fiscal Services
Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College Cafeteria
Account #XXXXXX995
W. Andrew Dunn - Vice Chancellor, Administrative Services
Dennis Harkins - President
Richard Pagel - Vice President, Administrative Services
Helen Rothgeb - Director, Fiscal Services
Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College Co-Curricular Fund
Account #XXXXXX002
W. Andrew Dunn - Vice Chancellor, Administrative Services
Dennis Harkins - President
Richard Pagel - Vice President, Administrative Services
Helen Rothgeb - Director, Fiscal Services
Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College
Account #XXXXXX029
W. Andrew Dunn - Vice Chancellor, Administrative Services
Deborah Hirsh - Vice Chancellor, Human Resources
Andrew Jones - Chancellor
Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College School of Sailing
Account #XXXXXX037
W. Andrew Dunn - Vice Chancellor, Administrative Services
Dennis Harkins - President
Richard Pagel - Vice President, Administrative Services
Helen Rothgeb - Director, Fiscal Services
Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College Credit Card Registration
Account #XXXXXX045
W. Andrew Dunn - Vice Chancellor, Administrative Services
Dennis Harkins - President
Richard Pagel - Vice President, Administrative Services
Helen Rothgeb - Director, Fiscal Services
Daniela Thompson - Administrative Director, Fiscal Services

Orange Coast College ASSOC Credit Card
Account #XXXXXX053
W. Andrew Dunn - Vice Chancellor, Administrative Services
Dennis Harkins - President
Richard Pagel - Vice President, Administrative Services
Helen Rothgeb - Director, Fiscal Services
Daniela Thompson - Administrative Director, Fiscal Services

Coast Community College District Revolving Cash Fund
Account #XXXXXX157
W. Andrew Dunn - Vice Chancellor, Administrative Services
Deborah D. Hirsh - Vice Chancellor, Human Resources
Daniela Thompson - Administrative Director, Fiscal Services
Donna Waldfoegel - Administrative Director, Human Resources

Coast Community College District Cash Clearing
Account #XXXXXXXX173
W. Andrew Dunn - Vice Chancellor, Administrative Services
Deborah D. Hirsh - Vice Chancellor, Human Resources
Andrew Jones - Chancellor
Daniela Thompson - Administrative Director, Fiscal Services

Coastline Community College Bookstore
Account #XXXXXXXX181
Loretta Adrian - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Richard Kudlik - Director, Fiscal Services
Christine Nguyen - Vice President, Administrative Services
Daniela Thompson - Administrative Director, Fiscal Services

Coast Community College District Cash Clearing
Account #XXXXXXXX203
W. Andrew Dunn - Vice Chancellor, Administrative Services
Deborah D. Hirsh - Vice Chancellor, Human Resources
Andrew Jones - Chancellor
Daniela Thompson - Administrative Director, Fiscal Services

Coastline Community College Student Advisory Co-Curricular
Account #XXXXXXXX270
Loretta Adrian - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Richard Kudlik - Director, Fiscal Services
Christine Nguyen - Vice President, Administrative Services
Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Community Services
Account #XXXXXXXX319
J. Wesley Bryan - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Daniela Thompson - Administrative Director, Fiscal Services
Paul Wisner - Director, Fiscal Services

Coastline Community College Foundation
Account #XXXXXXXX335
Loretta Adrian - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Richard Kudlik - Director, Fiscal Services
Christine Nguyen - Vice President, Administrative Services
Daniela Thompson - Administrative Director, Fiscal Service

Golden West College Foundation
Account #XXXXXXXX351
J. Wesley Bryan - President
Margie Buntin
Judy Elmore
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Steve Olmsted
Robert Polentz
Paul Wisner - Director, Fiscal Services

Coast Community College District Foundation
Account #XXXXXXX416
W. Andrew Dunn - Vice Chancellor, Administrative Services
Andrew Jones - BOD Secretary
Martha Parham - Executive Director
Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Parking Fund
Account #XXXXXXX424
J. Wesley Bryan - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Daniela Thompson - Administrative Director, Fiscal Services

Golden West College Cash Clearing
Account #XXXXXXX432
W. Andrew Dunn Vice Chancellor, Administrative Services and Finance
Deborah Hirsh - Vice Chancellor, Human Resources
Andrew Jones - Chancellor
Daniela Thompson, Administrative Director, Fiscal Services

Golden West College Associated Students
Account #XXXXXXX459
J. Wesley Bryan - President
W. Andrew Dunn - Vice Chancellor, Administrative Services
Janet Houlihan - Vice President, Administrative Services
Fabienne McPhail Naples - Vice President, Student Success
Daniela Thompson - Administrative Director, Fiscal Services
Paul Wisner - Director, Fiscal Services

Coast Community College District Federal Financial Aid Special Account
Account #XXXXXXX504
W. Andrew Dunn - Vice Chancellor, Administrative Services
Andrew Jones - Chancellor
Daniela Thompson, Administrative Director, Fiscal Services

Orange Coast College Petty Cash Fund
Account #XXXXXXX984
W. Andrew Dunn - Vice Chancellor, Administrative Services
Dennis Harkins - President
Richard Pagel - Vice President, Administrative Services
Helen Rothgeb - Director, Fiscal Services
Daniela Thompson, Administrative Director, Fiscal Services

Orange Coast College Enterprise Inc.
Account #XXXXXXX107
W. Andrew Dunn - Vice Chancellor, Administrative Services
Dennis Harkins - President
Richard Pagel - Vice President, Administrative Services
Helen Rothgeb - Director, Fiscal Services
Daniela Thompson, Administrative Director, Fiscal Services

Fiscal Impact: None

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No: None
Absent: None

30.00 Resolutions

30.01 Resolution #12-21 in Support of the DREAM Act.

On a motion by Trustee Prinsky and seconded by Trustee Torre, the Board voted to approve Resolution #12-21 in support of the DREAM Act.

Motion carried with the following vote:

Aye:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No:	None
Absent:	None

30.02 Resolution #11-32 Amended, Revision to the Reorganization and Lateral Transfer Plan.

On a motion by Trustee Prinsky and seconded by Trustee Hornbuckle, the Board voted to approve Resolution #11-32, Reorganization and Lateral Transfer Plan, as amended.

Motion carried with the following vote:

Aye:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No:	None
Absent:	None

31.00 Approval of Minutes

31.01 Approval of Minutes

On a motion by Trustee Hornbuckle and seconded by Trustee Moreno, the Board voted to approve the Minutes of the Special Meetings of May 11, 2012 and May 23, 2012, and the Regular Meeting of May 16, 2012 as amended.

Motion carried with the following vote:

Aye:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
No:	None
Absent:	None

32.00 Policy Implementation

32.01 DIS - Approval of Board Policy 2015, Student Trustee, Board of Trustees.

At the request of Trustee Patterson this item was pulled from the agenda.

Public Comment (Items Not on Agenda)

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

The Board recessed to Closed Session at 9:51 p.m.

The Board reconvened to Open Session at 10:10 p.m.

Report of Action from Closed Session

Ms. Burton, Secretary Pro Tem of the Board of Trustees, reported that for **Item 1.04 d. Conference with Legal Counsel: Anticipated Litigation**, on a motion by Trustee Patterson and seconded by Trustee Hornbuckle, the Board approved the Settlement Agreement and Release between the Coast Community College District and C. W. Driver for the Orange Coast College Consumer, Health and Science Project.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
No: None
Absent: Student Trustee Torre

28.01 DIS - Approve Change Order No. 4; Golden West College Learning Resource Center, Phase I; Bid No. 1953.

On a motion by Trustee Hornbuckle and seconded by Trustee Grant, the Board voted to approve Change Order No. 4 to Golden West College Learning Resource Center Phase I; Bid No. 1953. 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.

Vector Resources, Inc. – Category D – Electrical

Contract change reconciliation as of 6/1/12
Outstanding contractor cost: \$101,319.00

Total Change Order: \$101,319.00

Contract Amount: \$3,280,923.00 (C.O. 4: 3.09% Increase)
Total Change Orders: \$224,978.00. (6.86% Increase)

Fiscal Impact: \$101,319.00 (Measure C – General Obligation Bond Fund)
Master Plan Approved Project
GWC Learning Resource Center, Phase I

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
No: None
Absent: Student Trustee Torre

28.03 DIS - Authorization to File Notice of Completion and Release Retention Funds

On a motion by Trustee Hornbuckle and seconded by Trustee Moreno, the Board voted to authorize the Chancellor or designee 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 Chancellor or designee is authorized to pay retention due, accepting all work and/or materials as satisfactorily completed by the contractor(s). In the event of a dispute between the District and a Contractor, the District may withhold from the retention an amount not to exceed 150 percent of the disputed amount.

GWC Learning Resource Center, Phase I, Bid No. 1953

Contractor: Vector Resources Inc., Category D-Electrical

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
No: None
Absent: Student Trustee Torre

33.00 Close of Meeting

33.02 Adjournment

There being no further business, on a motion by Trustee Hornbuckle and seconded by Trustee Moreno the Board voted to adjourn the meeting at 10:15 p.m.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
No: None
Absent: Student Trustee Torre

Secretary Pro Tem of the Board of Trustees

**The Student Trustee of the Coast Community College District is provided with an advisory vote to the Board of Trustees, per Board Policy 2015. As such, the Student Trustee's votes recorded within these minutes are advisory only in nature and are not counted in the final outcome of each action taken by the Board. Additionally, per Board Policy 2015, the Student Trustee does not participate in Closed Session meetings of the Board, therefore, votes reported from Closed Session will not include a reference to the Student Trustee.*

APPENDIX

	Pages
A. Public Employment.....	40-60

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, MTH = 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**EDUCATION BOUND US PROGRAM**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lee, David	08/27/12	12/14/12	MTR	\$44.36
Satow, Jingfang	07/01/12	08/26/12	EXH	\$29.46

COUNSELING FOR EOPS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Mims, Brian	07/01/12	08/26/12	SMH	\$73.94

BUILDING CODES TECHNOLOGY PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Godfrey, Donald	06/21/12	06/30/12	EXH	\$29.46

PART TIME COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Do, Anh	07/01/12	09/30/12	UNT	\$73.94
Chen, Donna	08/27/12	12/31/12	UNT	\$73.94
Nguyen, Steve	08/27/12	12/31/12	UNT	\$73.94

COUNSELING-SUMMER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Hernandez, Marcela	07/01/12	08/26/12	SMH	\$73.94
Nguyen, Aileen	07/01/12	08/26/12	SMM	\$91.22
Nguyen, Christina	07/01/12	08/26/12	SMM	\$87.90
Primich, Sue	07/01/12	08/26/12	SMM	\$101.21
Winterbourne, Susan	07/01/12	08/26/12	SMM	\$97.88

TITLE III INSTITUTES/ACADEMIES FOR THE UNDER PREPARED

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Davis, Penny	07/01/12	09/30/12	EXH	\$29.46
Giancarlo, Jennifer	07/01/12	09/30/12	EXH	\$29.46
Gutierrez, Pedro	07/01/12	09/30/12	EXM	\$43.55
Henry, Deborah	07/01/12	08/26/12	EXH	\$29.46
Ho-Chen, Jennifer	07/01/12	09/30/12	EXH	\$29.46
Lee, Lisa	07/01/12	09/30/12	EXM	\$43.55
Nguyen, Diem	07/01/12	09/30/12	EXH	\$29.46
Pittaway, Daniel	07/01/12	09/30/12	EXM	\$43.55
Tran, Chau	07/01/12	09/30/12	EXH	\$29.46

TITLE III ESL BRIDGE COHORT NON INSTRUCTIONAL SUPPORT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Do, Anh	07/01/12	09/30/12	EXH	\$29.46
Nguyen, Ailene	07/01/12	09/30/12	EXM	\$43.55

CAREER ACADEMY MENTORING PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lockwood, Frederick	07/01/12	09/30/12	EXM	\$43.55
Marin, Liana	07/01/12	09/30/12	EXH	\$29.46

Nguyen, Frances	07/01/12	09/30/12	EXH	\$29.46
Oelstrom, Jeanne	07/01/12	09/30/12	EXH	\$29.46
Whitson, Stephen	07/01/12	09/30/12	EXH	\$29.46

STUDENT LEARNING OUTCOMES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chapman, Cheryl	05/01/12	05/31/12	EXH	\$29.46
Rogoff, Meri	05/01/12	05/31/12	EXH	\$29.46
Terry, Brenda	05/01/12	05/31/12	EXH	\$29.46

Justification: Hired extra help to complete critical project before deadline

HIGH SCHOOL SENIOR PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Chapman, Cheryl	06/21/12	06/30/12	EXH	\$29.46	Digital Design
Lockwood, Frederick	06/21/12	06/30/12	EXM	\$43.55	Business

BASIC SKILLS STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Pittaway, Daniel	07/01/12	08/26/12	EXM	\$43.55

INTELLECTUAL DISABILITY PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Barrett, Debra	06/21/12	08/31/12	EXH	\$29.46
Cole, Maureen	06/21/12	08/31/12	EXH	\$29.46
Darby, Barbara	06/21/12	08/31/12	EXM	\$43.55
Desmond, Deborah	06/21/12	08/31/12	EXM	\$43.55
Kosbab, Tina	06/21/12	08/31/12	EXH	\$29.46
McLaughlin, Marta	06/21/12	08/31/12	EXH	\$29.46
Mungaray, Sally	06/21/12	08/31/12	EXH	\$29.46
Semer, Lynn	06/21/12	08/31/12	EXH	\$29.46
Stubblefield, Katie	06/21/12	08/31/12	EXH	\$29.46

HOLISTIC GRADING-SUMMER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Carpenter, Linda	06/21/12	08/26/12	EXH	\$29.46
Fry, Marilyn	06/21/12	08/26/12	EXH	\$29.46
Hall, Leva	06/21/12	08/26/12	EXH	\$29.46
Jereb, Claudia	06/21/12	08/26/12	EXH	\$29.46
Kabaji, Noha	06/21/12	08/26/12	EXH	\$29.46
Leighton, Kenneth	06/21/12	08/26/12	EXM	\$43.55
Morehouse, Karen	06/21/12	08/26/12	EXH	\$29.46
Mower, Melanie	06/21/12	08/26/12	EXH	\$29.46
Nichols, Kristen	06/21/12	08/26/12	EXH	\$29.46
Ozbrin, Katherine	06/21/12	08/26/12	EXH	\$29.46
Palmer, Catherine	06/21/12	08/26/12	EXH	\$29.46
Rogoff, Meri	06/21/12	08/26/12	EXH	\$29.46
Strauss-Thacker, E.	06/21/12	08/26/12	EXH	\$29.46
Tsutsumida-Krampe, L.	06/21/12	08/26/12	EXH	\$29.46
Windsor, Adrian	06/21/12	08/26/12	EXH	\$29.46

HOLISTIC GRADING-FALL

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Carpenter, Linda	08/27/12	12/31/12	EXH	\$29.46
Fry, Marilyn	08/27/12	12/31/12	EXH	\$29.46
Hall, Leva	08/27/12	12/31/12	EXH	\$29.46
Jereb, Claudia	08/27/12	12/31/12	EXH	\$29.46
Kabaji, Noha	08/27/12	12/31/12	EXH	\$29.46
Leighton, Kenneth	08/27/12	12/31/12	EXM	\$43.55
Morehouse, Karen	08/27/12	12/31/12	EXH	\$29.46
Mowrer, Melanie	08/27/12	12/31/12	EXH	\$29.46

Nichols, Kristen	08/27/12	12/31/12	EXH	\$29.46
Ozborn, Katherine	08/27/12	12/31/12	EXH	\$29.46
Palmer, Catherine	08/27/12	12/31/12	EXH	\$29.46
Rogoff, Meri	08/27/12	12/31/12	EXH	\$29.46
Strauss-Thacker, Esther	08/27/12	12/31/12	EXH	\$29.46
Tsutsumida-Krampe, L.	08/27/12	12/31/12	EXM	\$43.55
Windsor, Adrian	08/27/12	12/31/12	EXH	\$29.46

ACADEMIC SENATE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chapman, Cheryl	08/27/12	12/31/12	ACS	\$29.46
Covert, Robert	08/27/12	12/31/12	ACS	\$29.46
Fry, Marilyn	08/27/12	12/31/12	ACS	\$29.46
Kabaji, Noha	08/27/12	12/31/12	ACS	\$29.46
Lovig, Margaret	08/27/12	12/31/12	ACS	\$29.46
McClure, Helen	08/27/12	12/31/12	ACS	\$29.46
Olestrom, Jeanne	08/27/12	12/31/12	ACS	\$29.46
Palmer, Catherine	08/27/12	12/31/12	ACS	\$29.46
Shiring, Richard	08/27/12	12/31/12	ACS	\$29.46
Torrini, Lynn	08/27/12	12/31/12	ACS	\$29.46
Tran, Chau	08/27/12	12/31/12	ACS	\$29.46
Whitson, Stephen	08/27/12	12/31/12	ACS	\$29.46

CURRICULUM COMMITTEE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ardolino, Maureen	08/27/12	12/31/12	EXH	\$29.46
Bailly, Jennifer	08/27/12	12/31/12	EXH	\$29.46
Boehler, Connie	08/27/12	12/31/12	EXH	\$29.46
Chapman, Cheryl	08/27/12	12/31/12	EXH	\$29.46
Fry, Marilyn	08/27/12	12/31/12	EXH	\$29.46
Kuang, Jessica	08/27/12	12/31/12	EXH	\$29.46
Lovig, Margaret	08/27/12	12/31/12	EXH	\$29.46
Oelstrom, Jeanne	08/27/12	12/31/12	EXH	\$29.46
Parent, Nancy	08/27/12	12/31/12	EXH	\$29.46
Shiring, Richard	08/27/12	12/31/12	EXH	\$29.46
Torrini, Lynn	08/27/12	12/31/12	EXH	\$29.46
Tran, Chau	08/27/12	12/31/12	EXH	\$29.46
Walker, Lynn	08/27/12	12/31/12	EXH	\$29.46
Watson, Katherine	08/27/12	12/31/12	EXH	\$29.46

The following CCC Full and Part Time Instructors to provide instructional opportunities for Navy Onshore and NCPACE contract Education during Summer semester.

Daniel, Marion
Palmer, Catherine

GOLDEN WEST COLLEGE**BASIC SKILLS FACULTY WORKSHOP SERIES**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Alvarez, Veronica	06/01/12	06/30/12	EXH	\$29.46
Armendaris, Francesca	06/01/12	06/30/12	EXH	\$29.46
Aube, Susan	06/01/12	06/30/12	EXH	\$29.46
Bergman, Martha	06/01/12	06/30/12	EXH	\$29.46
Boyer, Nancy	06/01/12	06/30/12	EXM	\$43.55
Brady, Kenneth	06/01/12	06/30/12	EXH	\$29.46
Chandra, Jyoti	06/01/12	06/30/12	EXH	\$29.46
Kamphuis, Jacqueline	06/01/12	06/30/12	EXM	\$43.55
Jenson, Jamie	06/01/12	06/30/12	EXH	\$29.46
Kabaji, Noha	06/01/12	06/30/12	EXH	\$29.46

Kaiser, Mifanwy	06/01/12	06/30/12	EXH	\$29.46
Le, Cathy	06/01/12	06/30/12	EXH	\$29.46
Mitchell, Nicholas	06/01/12	06/30/12	EXM	\$43.55
Orme, Denise	06/01/12	06/30/12	EXH	\$29.46
Pacheco, Pamela	06/01/12	06/30/12	EXH	\$29.46
Rami, Kiran	06/01/12	06/30/12	EXH	\$29.46
Revilla, Candace	06/01/12	06/30/12	EXH	\$29.46
Whitney, Marisa	06/01/12	06/30/12	EXH	\$29.46

Justification: Workshop was organized by faculty member who was not aware of Board procedures and deadlines

VIDEO TAPE PRODUCTION AND EDITING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lazarus, Robert	06/21/12	08/24/12	EXM	\$43.55

COUNSELING-SUMMER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Dumont, Stephanie	07/01/12	08/24/12	SMM	\$94.55
Hinton, Karen	07/01/12	08/24/12	SMM	\$97.88
Nguyen, Jimmy	07/01/12	08/24/12	SMM	\$72.95

CALWORKS COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Duenas, Yolanda	07/01/12	08/24/12	SMH	\$73.94
Lane, Andrea	07/01/12	08/24/12	SMM	\$72.00
Ngo, Michelle	07/01/12	08/24/12	SMH	\$73.94

CALWORKS COUNSELING NON-DUTY DAY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lane, Andrea	07/01/12	08/24/12	SMM	\$66.37
York, Linda	07/01/12	08/24/12	SMM	\$104.53

CALWORKS POLICIES AND STATE REPORTING REQUIREMENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lane, Andrea	07/01/12	08/24/12	SMM	\$43.55

POLICE OFFICER STANDARDS & TRAINING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Chauncey, Stephen	07/01/12	06/30/13	EXH	\$29.46	Radar/Laser
Ferris, Michael	07/01/12	06/30/13	EXH	\$29.46	First aid/CPR

READER/EVALUATOR FOR ASSESMENT CENTER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Alvarez, Veronica	06/21/12	08/24/12	EXH	\$29.46
Barua, Dibakar	06/21/12	08/24/12	EXM	\$43.55
Boyer, Nancy	06/21/12	08/24/12	EXM	\$43.55
Calderon, Araceli	06/21/12	08/24/12	EXH	\$29.46
Cosand, Keisha	06/21/12	08/24/12	EXM	\$43.55
Drum, Jean	06/21/12	08/24/12	EXH	\$29.46
Galassi, Cecelia	06/21/12	08/24/12	EXM	\$43.55
Jones, Ryane	06/21/12	08/24/12	EXM	\$43.55
Lavarini, Teresa	06/21/12	08/24/12	EXM	\$43.55
Lopez-Rodriguez, A.	06/21/12	08/24/12	EXM	\$43.55
Moore, Sacha	06/21/12	08/24/12	EXM	\$43.55
Pham, Duong	06/21/12	08/24/12	EXH	\$29.46
Pham, Khanhvan	06/21/12	08/24/12	EXH	\$29.46
Rami, Kiran	06/21/12	08/24/12	EXH	\$29.46
Remsburg-Shiroshi, E.	06/21/12	08/24/12	EXM	\$43.55
Revilla, Candace	06/21/12	08/24/12	EXH	\$29.46
Tarango, Abraham	06/21/12	08/24/12	EXM	\$43.55

Tran, Tammie	06/21/12	08/24/12	EXH	\$29.46
Ullrich, Richard	06/21/12	08/24/12	EXM	\$43.55
Whitchurch, Charles	06/21/12	08/24/12	EXH	\$29.46

LIBRARIAN

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ross, Roxana	06/21/12	06/30/12	SMM	\$104.53

ACE STUDENTS COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bon, Denise	07/01/12	08/17/12	SMH	\$73.94
Fipps, Patricia	07/01/12	08/27/12	SMM	\$97.88

ACE DIRECTOR SEARCH COMMITTEE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Pascoe, Kimberly	05/29/12	06/20/12	PDM	\$43.55
Sykes, Elizabeth	05/29/12	06/20/12	PDM	\$43.55
Ternes, Linda	05/29/12	06/20/12	PDM	\$43.55
Turnbull, Don	05/29/12	06/20/12	PDH	\$29.46

Justification: Compensation for ACE Dir search committee activities occurring on non-duty days as specified in Article XIII, Section 15 of the CFE contract

ORANGE COAST COLLEGE**WORLD DANCE CELEBRATION**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ellison, Monti	05/17/12	05/20/12	EXH	\$29.47
Hurtado, Arleen	05/17/12	05/20/12	EXH	\$29.47
Susann				
Nemeth, Angelika	05/17/12	05/20/12	EXH	\$29.47

Justification: Campus Personnel Office received paperwork late from department

IDRC DIGITAL MANUFACTURING GRANT ASSIGNMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Budwig, Eric	06/21/12	06/28/12	EXH	\$29.47
Stickel, Karl	06/21/12	06/28/12	EXH	\$29.47
Tran, Ben	06/21/12	06/28/12	EXH	\$29.47

EOPS COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Nguyen, Jessica	06/04/12*	06/08/12	SMM	\$83.91
Tran, Julie	06/18/12**	08/11/12	SMH	\$65.56

*Justification: Last minute funding

**Justification: Campus Personnel Office receive paperwork late from Department

INTERNATIONAL STUDENT CENTER COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Marron, Elias	06/04/12	08/24/12	EXM	\$97.88
Schneiderman, Robert	06/04/12	08/24/12	EXM	\$97.88
Wickremesinghe, M.	06/04/12	08/24/12	EXM	\$90.28

Justification: Last minute funding

COUNSELING-SUMMER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bagatourian, Linda	06/01/12	06/30/12	SMM	\$87.90
Barnes, Carol	06/01/12	06/30/12	SMM	\$106.91
Ceullar, Eric	06/01/12	06/30/12	SMM	\$73.87
Duong, Nghia	06/01/12	06/30/12	SMM	\$104.54
Figueroa, Benjamin	06/01/12	06/30/12	SMM	\$90.56
Guillen, Alex	06/01/12	06/30/12	SMM	\$104.54

Guillen, Denia	06/01/12	06/30/12	SMM	\$71.22
Hogue, Steven	06/01/12	06/30/12	SMM	\$94.56
Jackson, Nicolette	06/01/12	06/30/12	SMM	\$104.54
Jupiter, Cheryl	06/01/12	06/30/12	SMM	\$104.54
Katsuki, Anna	06/01/12	06/30/12	SMM	\$101.21
Keegan, Diane	06/01/12	06/30/12	SMM	\$104.54
Kirch, Stacy	06/01/12	06/30/12	SMM	\$94.56
Marron, Elias	06/01/12	06/30/12	SMM	\$97.88
Nguyen, Jessica	06/01/12	06/30/12	SMM	\$83.91
Schneiderman, Robert	06/01/12	06/30/12	SMM	\$97.88
Tom, Eileen	06/01/12	06/30/12	SMM	\$73.41
Trever, Maria	06/01/12	06/30/12	SMM	\$76.95
Wickremesinghe, M.	06/01/12	06/30/12	SMM	\$90.28

Justification: Paperwork submitted late by counselors

TITLE III GRANT FACULTY COORDINATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kamphuis, Jacqueline	06/01/12	07/31/12	EXM	\$90.56

Justification: Needed extra help to complete project

ACCREDITING COMMISSION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Zitter, Jeremy	06/21/12	08/24/12	EXM	\$43.56

ARCHITECTURE PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kings, Rose	06/21/12	06/29/12	EXM	\$43.56

STUDENT LEARNING OUTCOMES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Wakim, Salena	05/24/12	05/24/12	EXH	\$29.47

Justification: Budget confusion

INSTITUTIONAL EFFECTIVENESS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Monahan, Georgie	07/01/12	08/24/12	EXM	\$83.91
Oviatt, Vinta	07/01/12	08/24/12	EXM	\$97.88

UCI JOINT GRADUATE STUDENT FACULTY INTERNSHIP GRANT MENTOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Baker, Karen	06/21/12	06/29/12	EXM	\$43.56
Funez-Gonzalez, Juani	06/21/12	06/29/12	EXM	\$43.56
Wheaton, Dana	06/21/12	06/29/12	EXM	\$43.56

CO-WRITING FOR ACCREDITATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Peters, Jennifer	06/01/12	08/24/12	EXH	\$29.47

Justification: Campus Personnel Office received paperwork late from department

2. Substitute Faculty

Part time Faculty Substitutes

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 2012-13 academic year.

Coastline College

Giancarlo, Jennifer
Ho Chen, Jennifer

Magrann, Tracey
 Nguyen, Scott
 Pourreza, Atousa
 Prino, Gorgia
 Sak, Kathleen
 Syed, Erum

Golden West College

Carlucci, Michael
 Daugherty, Seth
 Krause, Alana
 Le, Cathy K.
 Morales, Irma
 O'Connor, Bernice
 Palmer, Leslie
 Peacock, Joyce
 Seufert, Dana
 Siddiqi, Catherine
 Villalpando, Erica

Orange Coast College

Van Ry, Mike

3. Full time Faculty

In accordance with Board policies and procedures, the following academic staff are recommended for appointment for service during the period shown below. Employment and payment for services will follow upon notification that all required documents have been completed and filed. Salary placement may be revised upon presentation of evidence of additional education and/or experience:

Faculty

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>Plcmt</u>
Coleman, David	OCC	Instructor, Astronomy	08/27/12	A-II-07
Davis, Scott	CCC	Instructor, English	08/27/12	A-II-07
Jaramillo, Eli	GWC	Temp Instructor, Auto Tech (1 sem)	08/27/12	A-V-07
Lane, Andrea	GWC	Temp Counselor (1 sem)	07/01/12	Q-IV-07
Le, Cathy Kim	GWC	Librarian	08/27/12	A-II-07
Levenshus, Joshua	CCC	Instructor, Speech	08/27/12	A-II-07
Levin, Noah	GWC	Instructor, Philosophy	08/27/12	A-II-03
McClain, Sunshine	GWC	Instructor, History	08/27/12	A-II-07
Racataian, Cristian	GWC	Instructor, Computer Science	08/27/12	A-II-07
Tran, Jamie	GWC	Temp Instructor, Nursing (1 sem)	08/27/12	A-II-07
Tran, Tammie	GWC	Instructor, World Languages	08/27/12	A-V-07+Doc
Wilcox, Jennifer	GWC	Instructor, Chemistry	08/27/12	A-II-07

Reappointment for Temporary Faculty

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>Plcmt</u>
Miscione, Velvet	CCC	Temp Counselor	07/01/12 to 06/30/13	Q-II-08
Teregis, Tracy	CCC	Temp Instructor, Spec Edu 55%	08/27/12 to 05/26/13	A-III-13

Revision to Salary Placement due to Additional Education

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>Plcmt</u>
Prileau, Karen	OCC	Instructor, Professional Mariner	08/27/12	A-IV-07*

*Revise from A-I-07

Summer Assignments

Assignments to be paid 1/1000th of salary placement on the CFE/AFT Local 1911, Faculty Unit salary schedule and are not to exceed 26.25 hours per week, based on an 8 week session. Assignments exceeding 26.25 hours per week have been administratively approved.

Coastline College

For the period 06/11/12-08/11/12

Faculty

<u>Name</u>	<u>Wkly/Hrs</u>
Hollinden, Jody	3.00

Golden West College

For the period 06/11/12-08/11/12

Faculty

<u>Name</u>	<u>Wkly/Hrs</u>
Scardina, Thomas	11.25

Orange Coast College

For the period 06/11/12-08/11/12

Faculty

<u>Name</u>	<u>Wkly/Hrs</u>
Amaral, Christina	13.50
Farrell, Daniel	0.56
Golden, Jill	1.68
Henry, Lorriane	1.29
Millikin, Evan	22.50
Trever, Maria	1.00
Zombek, Mark	9.56

4. Part time Faculty

Summer Assignments

Assignments to be paid in accordance with the current salary part time faculty schedule and not to exceed 26.25 hours per week, based on an 8 week session. Assignments exceeding 26.25 hours per week have been administratively approved.

Coastline College

For the period 06/11/12-08/11/12

<u>Name</u>	<u>Wkly/Hrs</u>
Boddie, Richard	5.10
Najera, Michael	5.10
Nguyen, Diem	11.30

Golden West College

For the period 06/11/12-08/11/12

<u>Name</u>	<u>Wkly/Hrs</u>
Simpson, Matthew	14.00

Orange Coast College

For the period 06/11/12-08/11/12

<u>Name</u>	<u>Wkly/Hrs</u>
Batesole, Bobby	0.45
Civen, Isobel	5.50

Craner, Michelle Nicole	1.68
Lee, Adam	0.91
McDonald, Nicholas	0.45
Scarfone, Patricia	5.62

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 2012-13 school year for the period 06/21/12 to 06/31/13, not to exceed 498 hours:

Bruni, Catherine
Preciado, Colleene

5. Educational Administrator

In accordance with Board policies and procedures, the following academic administrative staff are recommended for appointment for service during the period shown below. Employment and payment for services will follow upon notification that all required documents have been completed and filed.

New Hire

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Bowman, Chad	GWC	Dir, Accessibility Center for Education	07/01/12	D-24-03	5-G-12

Promotions

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Nguyen, Christine	CCC	Vice President, Administrative Serv	07/01/12	06/30/14	D-34-06
Rodriquez, Vince	CCC	Vice President of Instr & Student Serv	07/16/12	06/30/14	D-34-10+Doc

Interim Reappointments

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Halvorson, Mary	CCC	Interim VP Instruction & Stdnt Services	07/01/12	07/15/12	D-34-04

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:

Interim Reappointment

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Patterson, Richard	DIS	Interim Adm Dir, Dist Infor Systems	07/01/12	12/31/12	G-32-07

Extension of End Dates for Temporary Positions

The following CCC, Classified Manager, temporary, specially funded, full time, 10 and 12 mo positions, extend end dates from 06/30/12 to 6/30/13. These positions may be extended, modified or eliminated based on changes from the funding source.

Bell, Evelyn	Special Proj Superv
Capoccia-White, Rozanne	Cont Mil Ed Prog Ops Asst Mgr
Dahnke, Lynn M.	Director, Marketing/Product Dev
Garvey, Judith M.	Dir, Instr Media, Design & Pro
Harrison, Nathaniel C.	Coord Cont Ed Instr Services
Le, Mai T.	Program Suprv (OC One Stop Ctr)
Maharaj, Peter S.	Mgr, Contract Ed Prg & Service
Melby, Laurie R.	Dir Tlcrs Pr & Tmdia
Thompson, David L.	Dir, eLearning App & Web Dev
Van Ast, Paul A.	Dir, OC One Stop Center

The following GWC, Classified Manager, temporary, specially funded, full time, 10 and 12 mo positions, extend end dates from 06/30/12 to 6/30/13. These positions may be extended, modified or eliminated based on changes from the funding source.

O'Connor, Mary RHORC Program Director

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:

New Hires and Rehires

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Schreyer, Cecilia	OCC	Instr Assoc-Chemistry	06/21/12	E-48-02	O-021-12

Revision to revise start date

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>
Pok-Bruno, Thida	GWC	Secretary, Senior	05/28/12*	E-45-05

*Revise from 05/17/12

Extension of End Dates for Temporary Positions

The following CCC, Classified, temporary, specially funded, full time, 10 and 12 mo positions, extend end dates from 06/30/12 to 06/30/13. These positions may be extended, modified or eliminated based on changes from the funding source.

Agag-Maxwell, Diana	Mil/Cont Ed Tech Int
Aistrich, Darian F.	Project Coordinator
Alatorre, Patricia	Workforce Specialist
Amitoelau, Sylvia E.	Ed Media Designr Mil
Arellano, Cristina M.	EOPS/CARE Outreach Tech
Au, Duc N.	Wia MIS Technician
Boyle, Robin A.	Mil/Cont Ed Tech Int
Brahmbhatt, Ravindra C.	Workforce Specialist
Clark, Wendy L.	Mil/Cont Ed Tech Int
Coker, Paula L.	Foundation Staff Aide
Conlisk, Karen P.	Mil/Cont Ed Program Coord
Daniel, Marion E.	Mil/Cont Ed Tech
De La Rosa, Jennifer M.	Mil/Cont Educ Prg Coord
Dixon, Robert B.	Isd Dev Programmer
Drake, Rena E.	Workforce Specialist
Drennen, Pamela A.	Mil/Cont Ed Stf Aide
Durkee, Dolores C.	MIS Technicn
Eldridge, Keven J.	Workforce Specialist
Follis, Diane M.	Staff Specialist
Genova, Lori L.	Dvlpmtl Disb Prg Ast
Gomez, Angela C.	Mil/Cont Ed Tech Int
Gould III, Harry E.	Contract Edu Production Editor
Gracia, Esequiel	Workforce Specialist
Guray, Minerva Q.	Mil/Cont Ed Tech
Hauri, Gail M.	Workforce Specialist
Hayes, Laura M.	Mil/Cont Ed Tech Int

Hill, Elaine K.	Telecourse Mrktng Co
Ho, Charlene	Student Financial Aid Technici
Hou, Anthony V.	Workforce Specialist
Hulett, Marie T.	Contract Edu Video Prod Coord
Jensen, Kathryn J.	Workforce Specialist
Jones, Shirley D.	Mil/Cont Ed Tech
Karr, Beverly A.	Wia Support Clerk
Kennedy, Ann M.	Workforce Specialist
Keough, Janell M.	Mil/Cont Ed App Coor
Le, Jenny	Mil/Cont Ed Tech, Intermediate
Marin, Iliana C.	Grants Proj Asst
Martinez, Carlos M.	Job Center Clerk
Martinez, Tannia	Mil/Cont Ed Tech I
McCollom, Dorothy M.	Staff Assistant
McCord, Diane	Workforce Specialist
Mensah, Araba G.	Mil/Cont Ed Tech Int
Moulton, Janette S.	Student Fin Aid Tech
Nguyen, Kimlan T.	Mil/Cont Ed Tech, Intermediate
Pham, Jonathan N.	Workforce Specialist
Phomprasack, Tracee C.	Mil/Cont Ed Tech Int
Quach, Helen L.	Mil/Prg Course Asst1
Ramirez, Juana	Custodian
Rhoades, Victoria L.	Workforce Specialist
Rivera, Irma C.	Wia Support Clerk
Rogers, Stephani A.	Mil/Cont Ed Tech III
Romeo, Erika M.	Mil/Cont Ed Tech Int
Rose, Lynn A.	Mil/Cont Ed Tech
Sacket, Wendy E.	Elec Media & Pub Proj Coord
Salcedo, Veronica S.	Staff Assistant
Sayasy, Ny K.	Accounting Analyst-OC One-Stop
Stewart, Kerry M.	Cont Ed Ap Prgr Asst
Stone III, Albert F.	Wia Support Clerk
Ta, Huong Q.	Mil/Prg Course Asst 1
Tiongco, Lanie P.	Workforce Specialist
Tran, Chau N.	Mil/Cont Ed Tech Int
Tran, Toan Q.	MM Analyst/Programmer/Producer
Tran, Tom B.	Workforce Specialist
Tran, Vinh T.	Workforce Specialist
Tran-Nguyen, Martha T.	Workforce Specialist
Valle, Erica J.	Staff Assistant
Vaughan, Marie K.	Isd Staff Aide
Vega-Gutierrez, Luz M.	Wia Support Clerk
Wang, Jocelyn Y.	Spec Proj Bdgt Clk
Wood, Lori L.	Workforce Specialist
Worden, Mark K.	Web Mm Dev Mil Pgms
Yanalunas, Margaret M.	Temp Ed Media Designr Mil
Zaki, Sohair S.	Applic Syst Analyst

The following GWC, Classified, temporary, specially funded, full time, 10 and 12 mo positions, extend end dates from 06/30/12 to 06/30/13. These positions may be extended, modified or eliminated based on changes from the funding source.

Francis, Kimberly	Staff Assistant, Sr - RHORC
Hime, Colleen R.	Typist Clerk, Int - RHORC
Tran, Angelyn A.	EOPS/CARE Accounting Tech
Yoshida-Tan, Naomi	CalWORKS Prg Office Spec, Sr

The following OCC, Classified, temporary, specially funded, full time, 10 and 12 mo positions, extend end dates from 06/30/12 to 06/30/13. These positions may be extended, modified or eliminated based on changes from the funding source.

Campbell, Rosalind J.	Student Fin Aid Acct Fisc Spec
Flores, Noemi O.	Student Fin Aid Tech BFAP
Hay, Vickie	Calworks Staff Assistant, Sr
Martinez, Vincent D.	Matriculation Testing Tech
Padilla, Rina A.	Student Fin Aid Spec BFAP
Puangco, Katherine M.	Student Fin Aid Spec BFAP
Sukaesih, Rini S.	Matriculation Evaluator

8. Reclassification and Reorganization/Reassignment

It is recommended that authorization be given for the following changes for Classified Staff:

Reorganization/Reassignments
Classified

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Barber, Shaunick	CCC	Staff Aide E-48	Staff Assistant, Sr E-54	06/21/12
French, Ann	CCC	Mil Prog Testing Spec E-45	Staff Assistant, Sr E-54	06/21/12
Perdue, Brenda	CCC	Staff Assistant E-52	Staff Assistant, Sr E-54	06/21/12
Tran, Kathie	CCC	Stud Fin Aid Supervr G-15	Stud Fin Aid Coord E-54	06/21/12
Vu, Thien	CCC	Elect Media Pub Asst E-48	Coun & Guid Off Oper Coord E-49	06/21/12
Wood, Lori	CCC	Workforce Spec E-46	CalWORKS Prog Off Spec, Sr E-46	06/21/12

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>
Davis, Janice	GWC	Accounting Assist II	Accounting Assist III	06/18/12*	09/14/12	E-46-05
Hayes, Laura	CCC	Mil Cont Edu Tech, Int	Special Assignment	07/16/12	10/05/12	E-45-05
Jesch, I-Ying	DIST	Payroll Analyst	Special Assignment	06/21/12	08/15/12	E-60-05

*Justification: Emergency to replace staff member during medical leave

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>
Arendsdorf, Thomas	OCC	Campus Security Officer	Campus Security Officer Lead	Extend from 06/30/12 to 06/30/13**	E-43-05
Barber, Shaunick	CCC	Staff Aide	Special Assignment	Extend from 06/30/12 to 09/30/12	E-48-05

Bryant, Anthony	OCC	Campus Security Officer	Campus Security Officer Lead	Extend from 06/30/12 to 06/30/13**	E-43-05
Churan, Rex	OCC	Campus Security Officer	Campus Security Officer Lead	Extend from 06/30/12 to 06/30/13**	E-43-05
Cobain, Gabriel	GWC	Info Systems Tech I	Info Systems Tech II	Extend from 05/31/12* to 06/30/12	E-59-02
Daniel, Marion	CCC	Mil Cont Ed Tech	Mil Cont Ed Staff Aide***	Extend from 05/31/12 to 08/31/12	E-48-05
Drake, Rena	CCC	Workforce Specialist	Special Assignment	Extend from 06/30/12 to 09/30/12	E-46-04
Fontenot, Jeffrey	GWC	Computer Supt Spc I	Inform Sys Tech II	Extend from 06/30/12 to 06/30/13**	E-59-03
Gomez, Angela	CCC	Mil Cont Ed Tech Inter	Mil Cont Ed Prog Coord	Extend from 06/30/12 to 09/30/12	E-54-01
Guray, Minerva	CCC	Mil Cont Ed Tech	Mil Cont Ed Tech III***	Extend from 05/31/12 to 08/31/12	E-48-05
Harford, Paul	OCC	Campus Security Officer	Campus Security Officer Lead	Extend from 06/30/12 to 06/30/13**	E-43-05
Hernandez, Laura	GWC	Staff Aide	Staff Assistant	Extend from 06/30/12 to 09/30/12	E-52-05
Keough, Janell	CCC	Mil Cont Ed App Coord	Special Assignment	Extend from 06/30/12 to 09/30/12	E-69-05
Kuehner, Karen	GWC	Staff Assistant	Staff Assistant, Sr	Extend from 06/30/12 to 09/30/12	E-54-05
LaBounty, Jennifer	OCC	Staff Aide	Special Assignment	Extend from 06/30/12 to 09/30/12	E-52-05
Le, Jenny	CCC	Mil Cont Ed Tech Inter	Special Assignment	Extend from 06/11/12 to 08/31/12	E-45-05
Lopez, Fausto	GWC	Custodian, Sr	Special Assignment	Extend from 06/30/12 to 06/30/13**	E-40-05
Lundell, Candra	GWC	Staff Assistant, Sr	Coord of Community Serv	Extend from 06/30/12 to 09/30/12	G-20-04
Maciel, Anthony	GWC	Sr Dir, College Inform Tech	Special Assignment	Extend from 06/30/12 to 09/30/12	G-32-07
Martinez, Tannia	CCC	Mil Cont Ed	Special Assignment	Extend from 06/11/12 to 06/30/12	E-45-05
Mensah, Araba	CCC	Mil Cont Ed Tech Inter	Mil Cont Ed Tech III***	Extend from 05/31/12 to 08/31/12	E-48-05
Montanez, Jesse	OCC	Campus Security Officer	Campus Security Officer Lead	Extend from 06/30/12 to 06/30/13**	E-43-05
Moore, Garland	GWC	Student Fin Aid Assist II	Special Assignment	Extend from 06/30/12 to 09/30/12	E-44-05
Nguyen, Hung Van	DIST	Mechanic	Lead Mechanic	Extend from 06/30/12 to 09/30/12	E-55-05
Pollaro, Norman	GWC	Staff Assistant-Conf	Instructional Inform Tech	Extend from 03/31/12 to 05/31/12*	E-58-05
Rose, Lynn	CCC	Mil Cont Ed Tech	Special Assignment***	Extend from 05/31/12 to 08/31/12	E-44-05
Stewart, Kerry	CCC	Cont Ed Prog Anyst Assist	Special Assignment	Extend from 05/31/12 to 08/31/12	E-54-05
Suarez, Kathy	OCC	Student Fin Aid Tech	Student Fin Aid Specialist	Extend from 06/30/12 to 09/30/12	E-50-05
Tran-Nguyen, Martha	CCC	Workforce Specialist	Special Assignment	Extend from 06/30/12 to 09/30/12	E-46-05
Vu, Tina	GWC	Student Fin Aid Tech	Special Assignment	Extend from 06/30/12 to 09/30/12	E-48-05
Vu, Victoria	GWC	Student Fin Aid Tech	Special Assignment	Extend from 06/30/12 to 09/30/12	E-48-05
Winer, Timothy	OCC	Campus Security Officer	Campus Security Officer Lead	Extend from 06/30/12 to 06/30/13**	E-43-05

*Justification: Permanent staffing solutions not identified in time for prior Board. Employee continued out of class capacity while assignments were evaluated

**On call as needed, paid by timecard

***Justification: Reorganization was delayed

10. Short Term 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 to provide services as needed for the period of 06/21/12 through 06/30/13. (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>LOC</u>	<u>Last Name</u>	<u>First Name</u>	<u>Funding Source</u>		<u>Days to Work</u>
CCC	Abarca	Mikaela	124077	851254	M,T,W,TH,F
GWC	Ader	Dianna	110001	381101	M,T,W,TH,F
GWC	Ader	Dianna	110001	381101	M,T,W,TH,F
OCC	Anderson	Valerie	124035	249302	M,T,W,TH,F
CCC	Aparicio	Daniela	818030	847523	M,T,W,TH,F
CCC	Arellano	Irene	818030	847523	M,T,W,TH,F
OCC	Arroyo	Ernesto	110001	260500	M,T,W,TH,F
OCC	Bach	Annie	124010	259704	M,T,W,TH,F
CCC	Barocio	Eric	120010	850101	M,T,W,TH,F
GWC	Beaumont	Janet	110001	349101	M,T,W,TH,F
CCC	Belgram	Evan	124002	856201	M,T,W,TH,F
GWC	Bevington	Pamela	110001	349101	M,T,W,TH,F
CCC	Bruns	Matthew	818030	849002	M,T,W,TH,F
CCC	Bui	Kimberly	110001	847406	M,T,W,TH,F
OCC	Cahn	Lisa	812035	285802	M,T,W,TH,F
CCC	Caldera	Megan	818020	830300	M,T,W,TH,F
CCC	Cantu	Cynthia	124077	851254	M,T,W,TH,F
OCC	Castorena	Eunice	812035	281201	M,T,W,TH,F
CCC	Castruita	Patricia	818030	847515	M,T,W,TH,F
CCC	Causly	Elaine	124002	856201	M,T,W,TH,F
CCC	Chang	Maryann	120010	850101	M,T,W,TH,F
GWC	Chavez	Alejandra	124031	348604	M,T,W,TH,F
GWC	Chung	Ryan	813010	389803	M,T,W,TH,F
CCC	Clark	Jaime	120157	856652	M,T,W,TH,F
CCC	Colvin	Elaine	120010	850101	M,T,W,TH,F
CCC	Cosgrove	Ann	818030	847523	M,T,W,TH,F
GWC	Cowie	Margo	110001	381101	M,T,W,TH,F
GWC	Craig	Mark	813015	381401	M,T,W,TH,F
CCC	Crews	Brett	120010	850101	M,T,W,TH,F
CCC	Cruz	Denise	818030	847510	M,T,W,TH,F
CCC	Cuevas	Manuel	818030	847523	M,T,W,TH,F
OCC	Cutting	Kristopher	124044	259300	M,T,W,TH,F
OCC	Dang	Mai	110001	280003	M,T,W,TH,F
CCC	Dang	Mai	818030	847515	M,T,W,TH,F

CCC	Dang	Mary	120010	850101	M,T,W,TH,F
OCC	Dawood	Wafa	110001	200001	M,T,W,TH,F
OCC	De Sanchez Galvan	Ramona	124044	259300	M,T,W,TH,F
CCC	Dec	David	124081	851261	M,T,W,TH,F
OCC	Dimas	Mario	124010	259704	M,T,W,TH,F
OCC	Do	Quyen	124044	259300	M,T,W,TH,F
CCC	Dorado	Dina-Rae	120010	850101	M,T,W,TH,F
CCC	Downs	David	124002	856201	M,T,W,TH,F
GWC	Drummond	Dorothy	813015	381401	M,T,W,TH,F
OCC	Edge	Jaime	124010	259704	M,T,W,TH,F
GWC	Ernandes	Monica	120070	314124	M,T,W,TH,F
OCC	Essen	Theresa	812030	212702	M,T,W,TH,F
CCC	Estrada	Ignazio	124007	856101	M,T,W,TH,F
GWC	Fernandez	Guy	813001	324504	M,T,W,TH,F
GWC	Fernandez	Guy	813001	324504	M,T,W,TH,F
CCC	Fletcher Jr	Frank	120010	850101	M,T,W,TH,F
GWC	Flores Carrera	Lucia	813015	381401	M,T,W,TH,F
OCC	Futagaki	Brandon	812035	285802	M,T,W,TH,F
OCC	Futagaki	Amy	812035	285802	M,T,W,TH,F
CCC	Gallagher	Kristine	120010	850101	M,T,W,TH,F
OCC	Gallois	Mary	330001	259101	M,T,W,TH,F
CCC	Garcia	Caleb	120010	850101	M,T,W,TH,F
GWC	Garcia	Sally	813015	381401	M,T,W,TH,F
CCC	Gardner	Renee	124007	856101	M,T,W,TH,F
CCC	Guertin	Kenneth	120010	850101	M,T,W,TH,F
OCC	Gutierrez	Katelyn	110001	249200	M,T,W,TH,F
CCC	Gutierrez	Josefina	124077	851254	M,T,W,TH,F
CCC	Hagner	Theresa	124002	856201	M,T,W,TH,F
GWC	Heffelman	Tracy	110001	361712	M,T,W,TH,F
OCC	Henigan	Patrick	110001	260500	M,T,W,TH,F
CCC	Hernandez	Rosa	120010	850101	M,T,W,TH,F
CCC	Hernandez	Janette	124007	856104	M,T,W,TH,F
CCC	Hieber	Stephen	124002	856201	M,T,W,TH,F
GWC	Hinsche	Katherine	813015	381401	M,T,W,TH,F
CCC	Hipolito	Ernesto	124077	851254	M,T,W,TH,F
CCC	Hishmeh	Erin	120010	850101	M,T,W,TH,F
CCC	Ho	Phuong	110001	804901	M,T,W,TH,F
OCC	Hoa	Phuong	110001	260500	M,T,W,TH,F
OCC	Hoang	Tri	812035	285802	M,T,W,TH,F
GWC	Hoang	Lisa	120100	362405	M,T,W,TH,F
GWC	Huff	Lisa	813015	381401	M,T,W,TH,F
GWC	Hulsey	Lori	110001	381101	M,T,W,TH,F
CCC	Hutchins	Celisha	120010	850101	M,T,W,TH,F
OCC	Johnston	Vanessa	812035	285802	M,T,W,TH,F
CCC	Johnston	Tami	120010	850101	M,T,W,TH,F
CCC	Jones	Colleen	120010	850101	M,T,W,TH,F
CCC	Jones	Margaret	120010	850101	M,T,W,TH,F
OCC	Juarez	Baltasar	812015	263750	M,T,W,TH,F
OCC	Juarez	Baltasar	812015	263750	M,T,W,TH,F
GWC	Kahlen	Amanda	124080	314112	M,T,W,TH,F
OCC	King	Lindsay	110001	200001	M,T,W,TH,F
CCC	Kleppe	Vicky	818030	847515	M,T,W,TH,F
OCC	Koeller	Oskar	110001	260500	M,T,W,TH,F
CCC	Kunkle	Natalie	818030	847515	M,T,W,TH,F
GWC	Lai	Catalina	813015	381401	M,T,W,TH,F

CCC	Lam	Lisa	818030	847517	M,T,W,TH,F
GWC	Lane	Andrea	813015	381401	M,T,W,TH,F
CCC	Laroche	Kristelle	124002	856201	M,T,W,TH,F
CCC	Le	Huyen	110001	847406	M,T,W,TH,F
CCC	Leath-Mcrae	Jennifer	124007	856104	M,T,W,TH,F
OCC	Lee	Richard	812025	240023	M,T,W,TH,F
OCC	Lee	Richard	120111	257501	M,T,W,TH,F
OCC	Lee	Kristoffer	110001	260500	M,T,W,TH,F
CCC	Lewis	Jonathan	120010	850101	M,T,W,TH,F
CCC	Liampert	Michelle	124007	856101	M,T,W,TH,F
CCC	Linda	Gigi	110001	847406	M,T,W,TH,F
OCC	Lopez	Mayra	124030	254601	M,T,W,TH,F
GWC	Lopez	Yadira	110001	347101	M,T,W,TH,F
GWC	Loulis	Susan	813015	381401	M,T,W,TH,F
OCC	Love	Cathy	110001	260500	M,T,W,TH,F
OCC	Ly	Vivian	110001	249200	M,T,W,TH,F
OCC	Ly	Vivian	110001	260500	M,T,W,TH,F
CCC	Ly	Christine	124007	856101	M,T,W,TH,F
CCC	Lyons	Jeffrey	110001	881400	M,T,W,TH,F
CCC	Macchia	Ralph	818030	879910	M,T,W,TH,F
GWC	Macedo	Daisy	813015	381401	M,T,W,TH,F
OCC	Mack	Joshua	110001	260500	M,T,W,TH,F
CCC	Manning	Jennifer	110001	847406	M,T,W,TH,F
CCC	Mansour	Gavin	124007	856101	M,T,W,TH,F
CCC	Marinoff	Michael	120010	850101	M,T,W,TH,F
OCC	Massey	Jeffery	812025	240023	M,T,W,TH,F
GWC	Mc Master	Ruth	813015	381401	M,T,W,TH,F
OCC	McCargo	Danico	124044	259300	M,T,W,TH,F
CCC	McCarthy	Richard	120010	850101	M,T,W,TH,F
CCC	McMahon	Lindsay	818030	847515	M,T,W,TH,F
CCC	Mendoza	Juancarlos	124007	856101	M,T,W,TH,F
CCC	Millfelt	Donna	818030	879910	M,T,W,TH,F
CCC	Mitchell	James	818030	880601	M,T,W,TH,F
CCC	Monroe	Shevonda	124002	856201	M,T,W,TH,F
CCC	Montiel, Jr.	Gustavo	124081	851261	M,T,W,TH,F
CCC	Moreno	Rose	110001	803101	M,T,W,TH,F
GWC	Mosqueda Plancarte	Margarita	813015	381401	M,T,W,TH,F
CCC	Mott	Melissa	120010	850101	M,T,W,TH,F
CCC	Mueller	Nicholas	124002	856201	M,T,W,TH,F
CCC	Munoz	Suyapa	110001	804901	M,T,W,TH,F
OCC	Murillo	Vanessa	110001	247001	M,T,W,TH,F
OCC	Murillo	Vanessa	812010	266851	M,T,W,TH,F
CCC	Murray	Leslie	818030	847515	M,T,W,TH,F
OCC	Myers	Julie	812030	212702	M,T,W,TH,F
CCC	Ngo	Patricia	120181	856601	M,T,W,TH,F
OCC	Nguyen	Natalie	110001	243000	M,T,W,TH,F
OCC	Nguyen	Jeannie	120150	254701	M,T,W,TH,F
OCC	Nguyen	Phong	110001	260500	M,T,W,TH,F
CCC	Nguyen	Phuc	120010	850101	M,T,W,TH,F
GWC	Nguyen	Thanh	110001	311305	M,T,W,TH,F
GWC	Nguyen	Thao	110001	311305	M,T,W,TH,F
OCC	O'Connor	Rebecca	812035	285802	M,T,W,TH,F
OCC	O'Neal	Shannon	124010	259704	M,T,W,TH,F
OCC	Onofre	Mauricio	110001	248501	M,T,W,TH,F
GWC	Oppenheim	Marcia	813010	389803	M,T,W,TH,F

GWC	Ortega	Lorena	813001	361801	M,T,W,TH,F
OCC	Ostovarpour	Megan	124005	256103	M,T,W,TH,F
CCC	Page	Beth	818030	847517	M,T,W,TH,F
CCC	Page	Elizabeth	818030	847517	M,T,W,TH,F
CCC	Paig	Linda	818030	847515	M,T,W,TH,F
OCC	Park	Velvet	110001	200001	M,T,W,TH,F
OCC	Pastis	Fannie	812025	240023	M,T,W,TH,F
CCC	Phoenix	Sharon	124002	856201	M,T,W,TH,F
CCC	Phomphakdy	Zenia	120010	850101	M,T,W,TH,F
GWC	Pirio	Jeanamarie	110001	349101	M,T,W,TH,F
GWC	Putnam	Janell	813015	381401	M,T,W,TH,F
GWC	Putnam	Janell	813015	381401	M,T,W,TH,F
CCC	Raddavong	Buffie	818030	847517	M,T,W,TH,F
OCC	Ramirez	Janet	110001	248501	M,T,W,TH,F
OCC	Ramirez	Ismael	110001	260500	M,T,W,TH,F
CCC	Ramirez	Anadelle	818030	847515	M,T,W,TH,F
CCC	Ramirez	Nicole	120010	850101	M,T,W,TH,F
CCC	Ramirez	Maria	120010	850101	M,T,W,TH,F
OCC	Renault	Dameion	127057	245500	M,T,W,TH,F
GWC	Richesson	Beverly	813015	381401	M,T,W,TH,F
OCC	Rivera	Joan	110001	247001	M,T,W,TH,F
OCC	Rivera	Joan	812010	266851	M,T,W,TH,F
CCC	Rivera	Angelica	818030	820541	M,T,W,TH,F
CCC	Roberts-Winger	Lisa	124007	856104	M,T,W,TH,F
GWC	Robinson	Gail	110001	349101	M,T,W,TH,F
OCC	Rodgers	Martina	127057	245500	M,T,W,TH,F
GWC	Ruiz	Esmeralda	124044	359301	M,T,W,TH,F
CCC	Salazar	Paul	120010	850101	M,T,W,TH,F
CCC	Sanchez	Mariella	124007	856101	M,T,W,TH,F
GWC	Sanchez	Heather	120100	362405	M,T,W,TH,F
GWC	Savage	Michelle	813015	381401	M,T,W,TH,F
CCC	Schmidt	Sabena	120010	850101	M,T,W,TH,F
CCC	Seward	Linda	120010	850101	M,T,W,TH,F
CCC	Shore	Lisa	124007	856104	M,T,W,TH,F
GWC	Siegmund	Caitlyn	110001	349101	M,T,W,TH,F
CCC	Simpson	Boyd	818030	847510	M,T,W,TH,F
CCC	Singh	Amit	124007	856101	M,T,W,TH,F
CCC	Smith	April	124007	856101	M,T,W,TH,F
CCC	Solis	Rosa	124002	856201	M,T,W,TH,F
CCC	Steck	Barbara	110001	801204	M,T,W,TH,F
CCC	Ta	Henry	124007	856101	M,T,W,TH,F
CCC	Taylor	Elisa	120010	850101	M,T,W,TH,F
CCC	Terry	Katie	124007	856101	M,T,W,TH,F
GWC	Tomas	Juan	813001	361801	M,T,W,TH,F
OCC	Torres	Maximiliano	812035	285802	M,T,W,TH,F
OCC	Tran	Lang	812010	266851	M,T,W,TH,F
CCC	Tran	Thu	818020	830300	M,T,W,TH,F
CCC	Tran	Anna	110001	849002	M,T,W,TH,F
CCC	Tran	Cindy	110001	847406	M,T,W,TH,F
GWC	Tran	Yen	120100	362405	M,T,W,TH,F
CCC	Tull	Dana	124007	856101	M,T,W,TH,F
CCC	Ulrich	Courtney	124007	856101	M,T,W,TH,F
OCC	Umetsu	Teresa	812035	285802	M,T,W,TH,F
CCC	Valdez-San Marcos	Antonieta	124002	856201	M,T,W,TH,F
GWC	Villaire	Hailey	813015	381401	M,T,W,TH,F

GWC	Vo	Son	120100	362405	M,T,W,TH,F
CCC	Vu	Bao	818010	870311	M,T,W,TH,F
GWC	Vu	Bridget	120100	362405	M,T,W,TH,F
OCC	Wagner	Amy	124035	249302	M,T,W,TH,F
OCC	Wakim	Sandy	124005	256103	M,T,W,TH,F
CCC	Walker	Kimberly	124067	858701	M,T,W,TH,F
GWC	Wall	Susan	813020	381301	M,T,W,TH,F
CCC	Wang	Mike	818030	847510	M,T,W,TH,F
CCC	Wang	Mike	818030	847517	M,T,W,TH,F
CCC	Ward	Jason	818030	847515	M,T,W,TH,F
CCC	Watson	Tracy	120010	850101	M,T,W,TH,F
OCC	Weikel	Terry	124035	249302	M,T,W,TH,F
OCC	Wellengard	Sean	110001	260500	M,T,W,TH,F
OCC	West	Ryan	124044	259300	M,T,W,TH,F
OCC	West	Christopher	124044	259300	M,T,W,TH,F
			110001	260500	M,T,W,TH,F
OCC	West	Eric	812035	285802	M,T,W,TH,F
CCC	West	Tammy	110001	849200	M,T,W,TH,F
OCC	Winter	Lisa	812030	212702	M,T,W,TH,F
CCC	Winthers	Lauren	120010	850101	M,T,W,TH,F
CCC	Wolff	Linda	120010	850101	M,T,W,TH,F
CCC	Yates	Jon	124002	856201	M,T,W,TH,F
CCC	Young	Catharina	124007	856101	M,T,W,TH,F
GWC	Younkin	Jennifer	813015	381401	M,T,W,TH,F
CCC	Zamarron	Rosalia	110001	803001	M,T,W,TH,F
CCC	Zubia	Savannah	818030	847517	M,T,W,TH,F

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>LOC</u>	<u>Last Name</u>	<u>First Name</u>	<u>Funding Source</u>		<u>Days to Work</u>
OCC	Akana	Aaron	110001	247700	M,T,W,TH,F
GWC	Alderette	Xavier	813015	381401	M,T,W,TH,F
GWC	Almaraz	Mario	110001	324105	M,T,W,TH,F
OCC	Amiry	Afkham	110001	201501	M,T,W,TH,F
OCC	Amiry	Afkham	812001	201592	M,T,W,TH,F
			120176	251045	M,T,W,TH,F
GWC	Amundson	Stephen	110001	347101	M,T,W,TH,F
OCC	Aubin	Todd	120176	251045	M,T,W,TH,F
OCC	Aufdemberg	Shane	812035	210402	M,T,W,TH,F
OCC	Badger	Jo	110001	234000	M,T,W,TH,F
OCC	Barrett	Katherine	110001	200201	M,T,W,TH,F
GWC	Beck	Jonathan	110001	324104	M,T,W,TH,F
CCC	Bellino	Emelie	110001	849002	M,T,W,TH,F
CCC	Bersig	Alexandria	124029	856041	M,T,W,TH,F
CCC	Bitter	Gabriele	110001	801301	M,T,W,TH,F
GWC	Blackwell	Jana	813015	381401	M,T,W,TH,F
OCC	Blackwell	Jana	110001	210100	M,T,W,TH,F
GWC	Bocker	Timothy	110001	347101	M,T,W,TH,F
GWC	Bowers	Deborah	813015	381401	M,T,W,TH,F
GWC	Brady	Patrick	813015	381401	M,T,W,TH,F
GWC	Brimbuela	Hawkeye	120070	314124	M,T,W,TH,F

GWC	Brown	Kimberley	127006	385102	M,T,W,TH,F
OCC	Brunner	Janelle	812001	201592	M,T,W,TH,F
GWC	Bryan-Zwick	Jesse	110001	304502	M,T,W,TH,F
CCC	Bui	Thy-Khue	110001	804513	M,T,W,TH,F
OCC	Bui	Stephanie	812001	201592	M,T,W,TH,F
OCC	Bullaleh	Mohamed	812001	201592	M,T,W,TH,F
GWC	Butcher	Jocelyn	110001	324105	M,T,W,TH,F
OCC	Calle	Christian	812035	210202	M,T,W,TH,F
GWC	Carbone	John	110001	324702	M,T,W,TH,F
OCC	Caro	Mary	124005	256300	M,T,W,TH,F
OCC	Carpenter	Marcus	110001	247700	M,T,W,TH,F
OCC	Casados	Carlos	110001	210100	M,T,W,TH,F
CCC	Castrence	Richard	110001	847201	M,T,W,TH,F
OCC	Cathcart	Trent	110001	234000	M,T,W,TH,F
OCC	Channry	Victoria	812001	201592	M,T,W,TH,F
OCC	Cleveland	Scott	812001	201592	M,T,W,TH,F
GWC	Cole	John	110001	324104	M,T,W,TH,F
GWC	Cooper	Che	110001	347101	M,T,W,TH,F
OCC	Cooper-Encinas	Evan	812001	201592	M,T,W,TH,F
GWC	Cox	Alisse	813015	381401	M,T,W,TH,F
OCC	Damani	Manan	110001	200201	M,T,W,TH,F
OCC	Davis	Alice	812001	201592	M,T,W,TH,F
OCC	Dawood	Wafa	812001	201592	M,T,W,TH,F
GWC	De Magalhaes	Nzuji	110001	347101	M,T,W,TH,F
OCC	Dennis	Sara	812035	210402	M,T,W,TH,F
OCC	Diaz	Aura	812035	210202	M,T,W,TH,F
CCC	Dickinson	Taryn	110001	804513	M,T,W,TH,F
CCC	Do	Luong	110001	804513	M,T,W,TH,F
GWC	Do	William	110001	347101	M,T,W,TH,F
OCC	Dobson	Jessica	812001	201592	M,T,W,TH,F
			120176	251045	M,T,W,TH,F
OCC	Dohanh	Bonny	812001	201592	M,T,W,TH,F
			120176	251045	M,T,W,TH,F
OCC	Dono	Joshua	812035	210802	M,T,W,TH,F
GWC	Du	Phuong	110001	347101	M,T,W,TH,F
GWC	Eckhart	Sherry	110001	324104	M,T,W,TH,F
OCC	Ehart	Kimberly	812001	201592	M,T,W,TH,F
OCC	Eldridge	Debra	120176	251045	M,T,W,TH,F
OCC	Elgindi	Isaac	812001	201592	M,T,W,TH,F
CCC	Erwin	Rita	110001	849130	M,T,W,TH,F
OCC	Ferchow	David	812001	201592	M,T,W,TH,F
OCC	Filicko II	James	812035	210202	M,T,W,TH,F
OCC	Finch	Marcy	812001	201592	M,T,W,TH,F
OCC	Fresenius	Kelli	812001	201592	M,T,W,TH,F
OCC	Fuller	Lee	110001	247700	M,T,W,TH,F
OCC	Furgeson	Nicolette	812035	210202	M,T,W,TH,F
OCC	Gaines	Tyler	812035	210402	M,T,W,TH,F
CCC	Garcia	Patricia	124029	856041	M,T,W,TH,F
OCC	Gause	Cameron	110001	247700	M,T,W,TH,F
OCC	Gaytan	Stephanie	120176	251045	M,T,W,TH,F
OCC	Gerber	Harmony	812035	210402	M,T,W,TH,F
OCC	Gianunzio	Jennifer	812001	201592	M,T,W,TH,F
OCC	Gibian	Reid	812035	210802	M,T,W,TH,F
GWC	Gluskina	Larisa	110001	311102	M,T,W,TH,F
GWC	Godinez	Dani	110001	347101	M,T,W,TH,F

GWC	Goodman	Vance	110001	324104	M,T,W,TH,F
GWC	Gremling	Mark	110001	347101	M,T,W,TH,F
OCC	Ha	Aemilio	120176	251045	M,T,W,TH,F
OCC	Hammer	John	110001	201501	M,T,W,TH,F
OCC	Hao	Lee James	110001	234000	M,T,W,TH,F
OCC	Herman	Allen	110001	200300	M,T,W,TH,F
GWC	Hicks	Megan	813015	381401	M,T,W,TH,F
OCC	Hicks	Victoria	812001	201592	M,T,W,TH,F
GWC	Hill	Jennifer	813015	381401	M,T,W,TH,F
CCC	Hoffski	James	110001	801301	M,T,W,TH,F
OCC	Hoffski	James	110001	210100	M,T,W,TH,F
OCC	Hogan	Daniel	812001	201592	M,T,W,TH,F
OCC	Hoshyarsar	Maryam	110030	204802	M,T,W,TH,F
OCC	Huerta	Ignacia	812020	205404	M,T,W,TH,F
GWC	Huntington	Steven	813001	324504	M,T,W,TH,F
OCC	Hurst	Christopher	812001	201592	M,T,W,TH,F
OCC	Hurwitz	Kip	812001	201592	M,T,W,TH,F
OCC	Jacobs	Jacob	812001	201592	M,T,W,TH,F
GWC	Jacobsen	Steven	813015	381401	M,T,W,TH,F
OCC	Jarrard	Kurt	110001	210100	M,T,W,TH,F
OCC	Jerrels	Roosevelt	110001	247700	M,T,W,TH,F
GWC	Joseph	Larry	110001	347101	M,T,W,TH,F
OCC	Kimball	Jameson	110001	210501	M,T,W,TH,F
OCC	Kintz	Daniel	812035	210402	M,T,W,TH,F
GWC	Knotts	Michael	813015	381401	M,T,W,TH,F
OCC	Konishi	Christine	110001	234000	M,T,W,TH,F
OCC	Kumar	Kunaal	110030	204802	M,T,W,TH,F
GWC	Kuo	Linda	110001	347101	M,T,W,TH,F
OCC	Lami	Scott	812035	210202	M,T,W,TH,F
CCC	Lee	Amy	818030	820541	M,T,W,TH,F
OCC	Levine	Robert	812001	201592	M,T,W,TH,F
CCC	Licata	Gale	110001	847406	M,T,W,TH,F
OCC	Little	Jason	812001	201592	M,T,W,TH,F
			120176	251045	M,T,W,TH,F
GWC	Liu	Wanda	110001	347101	M,T,W,TH,F
OCC	Livingstone	Daria	120176	251045	M,T,W,TH,F
CCC	Londono	Daniel	124029	856041	M,T,W,TH,F
GWC	Lopez	Gregory	110001	347101	M,T,W,TH,F
GWC	Lopez	Pam	110001	347101	M,T,W,TH,F
GWC	Maben	Andrew	110001	347101	M,T,W,TH,F
CCC	Mancino	Raymond	110001	801301	M,T,W,TH,F
OCC	Mancino	Raymond	110001	210100	M,T,W,TH,F
CCC	Mangrum	Leslie	110001	849130	M,T,W,TH,F
OCC	McGaughey	Christen	812001	201592	M,T,W,TH,F
GWC	McKenzie	Selene	813015	381401	M,T,W,TH,F
OCC	Meyers Giddings	Jennifer	812001	201592	M,T,W,TH,F
GWC	Minasian	Johnathan	813010	389803	M,T,W,TH,F
OCC	Mojica	Karla	110001	262104	M,T,W,TH,F
OCC	Moon	Joo-Yeon	120176	251045	M,T,W,TH,F
OCC	Myers	Terry	110001	234000	M,T,W,TH,F
OCC	Ngo	Stacy	110001	201501	M,T,W,TH,F
CCC	Nguyen	Stacy	120182	856601	M,T,W,TH,F
GWC	Nguyen	Cindy	110001	311305	M,T,W,TH,F
GWC	Nguyen	Ngoc	110001	311305	M,T,W,TH,F

GWC	Nguyen	Sharan	110001	311305	M,T,W,TH,F
GWC	Nguyen	Tri	110001	311305	M,T,W,TH,F
OCC	Nguyen	Henry	110001	201501	M,T,W,TH,F
OCC	Nguyen	Thu	812001	201592	M,T,W,TH,F
OCC	Nguyen	Linda	110001	234000	M,T,W,TH,F
OCC	Nguyen	Michael	110001	234000	M,T,W,TH,F
OCC	Nguyen	Carolynn	110001	234000	M,T,W,TH,F
OCC	Nguyen	Leyna	110001	234000	M,T,W,TH,F
CCC	Nomura	Mitchell	110001	801204	M,T,W,TH,F
OCC	Novinrad	Hanieh	812001	201592	M,T,W,TH,F
			120176	251045	M,T,W,TH,F
OCC	Nunez	Vincent	812001	201592	M,T,W,TH,F
OCC	Nuzzolese-Laflamme	Virginia	120176	251045	M,T,W,TH,F
OCC	Oase	Daniel	110001	201591	M,T,W,TH,F
			812001	201592	M,T,W,TH,F
			120176	251045	M,T,W,TH,F
OCC	O'Mahony	Ann	110001	247700	M,T,W,TH,F
OCC	Park	Velvet	120176	251045	M,T,W,TH,F
GWC	Parks	Timothy	813015	381401	M,T,W,TH,F
OCC	Parks	Timothy	110001	210100	M,T,W,TH,F
OCC	Parr	Matthew	110030	204802	M,T,W,TH,F
OCC	Penmetcha	Hemalalitha	110030	204802	M,T,W,TH,F
CCC	Pham	Anthony	124029	856041	M,T,W,TH,F
GWC	Pham	Hiep-Huy	813015	381401	M,T,W,TH,F
OCC	Phan	Kristoffer	812035	210202	M,T,W,TH,F
CCC	Phelan	Linda	110001	801301	M,T,W,TH,F
GWC	Plescia	Shelly	120070	314124	M,T,W,TH,F
GWC	Poh	Linda	110001	347101	M,T,W,TH,F
OCC	Popa	Andrada	812001	201592	M,T,W,TH,F
			120176	251045	M,T,W,TH,F
CCC	Preciado	Anna	110001	849130	M,T,W,TH,F
OCC	Prow	Katrina	812001	201592	M,T,W,TH,F
GWC	Queja	Nalani	110001	311203	M,T,W,TH,F
CCC	Ragheb	Nancy	120182	856601	M,T,W,TH,F
OCC	Ramos	Hector	812020	205401	M,T,W,TH,F



Special Meeting
Board of Trustees
Coast Community College District

Board Conference Room

4:00 p.m.

Monday, June 25, 2012

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on June 25, 2012 in the Board Conference Room at the District Office, located at 1370 Adams Avenue, Costa Mesa, CA 92626.

1. Call to Order

Board President Moreno called the meeting to order at 4:00 p.m.

2. Roll Call

Trustees Present: Moreno, Hornbuckle, Prinsky, Patterson, Grant and Student
Trustee Torre
Trustees Absent: None
Trustees Absent: None

3. Opportunity for Public Comment

There were no requests to address the Board.

4. Convene To Closed Session

The Board recessed to Closed Session at 4:05 p.m. to discuss the following:

a. Public Employment (Pursuant to Government Code Section 54957 (b)(1))
Public employment materials are available upon request from the Board of Trustees Office

Position: Interim Administrative Director, Workforce Economic Development

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

Coast Community College Association vs. Coast Community College District Public
Employment Relations Board Case No. LA-CE-5436-E

Damian Rodriguez vs. George Pham et al., Orange County Superior Court Case No.
30-2011-00445563

William Miles vs. Golden West College et al., Orange County Superior Court Case No.
30-2011-00504551

Coast Federation of Classified Employees vs. Coast Community College District, PERB
Case No. LA-CE-5682-E

Scott Hays vs. Michael Mandelkern, Orange County Superior Court Case No.
30-2012-00584220-SC

c. Conference with Legal Counsel: Anticipated Litigation

Significant exposure to litigation pursuant to sub-section "b" of *Government Code*
Section 54956.9

Construction delays at Golden West College

d. Public Employee Performance Evaluation

(Pursuant to Government Code Section 54957)

Positions: Chancellor, President and Vice Chancellor

e. Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor of Human Resources

Employee Organizations:

5. Reconvene to Open Session

The Board reconvened to Open Session at 6:18 p.m.

6. Report of Action from Closed Session

Mr. Daryl Betancur, Interim Secretary of the Board of Trustees, reported that for **Item 4 a. Public Employment**, on a motion by Trustee Hornbuckle and seconded by Trustee Grant the Board approved the appointment of Sally Salinas-Rumps as Administrative Director, Workforce Economic Development, CCC, subject to amendments to Paragraphs 5 and 11 of the Employment Agreement.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Prinsky, Patterson and Grant
No: None
Absent: Student Trustee Torre

Additionally, for **Item 4 e. Conference with Labor Negotiator**, on a motion by Trustee Hornbuckle and seconded by Trustee Grant, the Board approved a Memorandum of Understanding with the Coast Federation of Educators (CFE) regarding SLO Coordinators Outcomes at Golden West College.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Prinsky, Patterson and Grant
No: None
Absent: Student Trustee Torre

7. CCC - Approval of Employment Agreement, Administrative Director, Workforce Economic Development

On a motion by Trustee Hornbuckle and seconded by Trustee Prinsky, the Board approved the Employment Agreement as amended, for Sallie Salinas-Rumps, CCC, to serve as Administrative Director, Workforce Economic Development, for the period commencing on July 1, 2012 and ending June 30, 2013 or when funding for this position is discontinued, whichever comes first. Compensation to be \$120,061 annually 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.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Prinsky, Patterson, Grant and Torre
No: None
Absent: None

8. Nominations for Appointment to the Orange County Legislative Task Force for FY 2012-13

On a motion by Trustee Moreno and seconded by Trustee Patterson, the Board voted to approve the nomination of Trustee Mary Hornbuckle to serve as the Board's representative to the Orange County Legislative Task Force for Fiscal Year 2012-13.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Prinsky, Patterson, Grant and Torre
No: None
Absent: None

9. GWC - Educational Administrator - Reassignment/Release

On a motion by Trustee Hornbuckle and seconded by Trustee Prinsky, the Board voted to approve Omid Pourzanjani, Dean of Golden West College, to serve the California Community College Systems Office effective July 1, 2012 without loss of salary. Replacement funding to be provided by the State Chancellor's Office. Specific dates and title to be provided subsequently when a revised employment agreement is presented to the Board.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Prinsky, Patterson, Grant and Torre
No: None
Absent: None

On a motion by Trustee Moreno and seconded by Trustee Hornbuckle, the Board voted to add an urgent item to the Closed Session agenda:

c. Conference with Legal Counsel: Anticipated Litigation

Significant exposure to litigation pursuant to sub-section "b" of Government Code Section 54956.9

Discussion Related to Board of Supervisors' Action

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Prinsky, Patterson, Grant and Torre
No: None
Absent: None

The Board recessed to Closed Session at 6:22 p.m.

The Board reconvened to Open Session at 6:31 p.m.

There was no action to report from Closed Session.

10. Adjournment

There being no further business, on a motion by Trustee Hornbuckle and seconded by Trustee Prinsky, the Board voted to adjourn the meeting at 6:35 p.m.

Motion carried with the following vote:

Aye: Trustees: Moreno, Hornbuckle, Prinsky, Patterson and Grant
No: None
Absent: Student Trustee Torre

Interim Secretary of the Board of Trustees

**The Student Trustee of the Coast Community College District is provided with an advisory vote to the Board of Trustees, per Board Policy 2015. As such, the Student Trustee's votes recorded within these minutes are advisory only in nature and are not counted in the final outcome of each action taken by the Board. Additionally, per Board Policy 2015, the Student Trustee does not participate in Closed Session meetings of the Board, therefore, votes reported from Closed Session will not include a reference to the Student Trustee.*

Coast Community College District
BOARD POLICY
Chapter 3
Educational Programs and Student Relationships

BP 4225 Course Repetition
Revised 7-10-2012

References: Title 5 Sections 55040, 55041, 55042, 55044, and 58161

Students who receive a substandard grade of "D", "F", "NC", or "NP" in a course, may repeat the course one additional time for credit. Prior student grades when such repetition takes place will be disregarded for the purposes of grade point average computation; however, the academic record shall be annotated in such a manner that all work remains legible.

Under special circumstances, students may repeat courses in which a "C" or better grade or "P" was earned. The special circumstances are defined in Administrative Procedure 4225.

See Administrative Procedure 4225

Adopted June 15, 1988
Revised June 3, 1992
Revised March 5, 1996
Replaces CCCD Policy 030-4-3, Fall 2010
Revised Board Meeting DATE



Coast Community College District
ADMINISTRATIVE PROCEDURE
Chapter 3
Educational Programs and Student Relationships

AP 4225 Course Repetition

New Administrative Procedure 7-10-2012

References: Title 5 Sections 55040, 55041, 55042, 55043, 55045, and 58161, BP 4225

A student who receives a substandard grade of "D", "F", "NP" or "NC" in a course, may repeat the course one additional time for credit. When such repetition takes place, the prior grade will be disregarded for the purposes of grade point computation; however, the academic record shall be annotated in such a manner that all work remains legible. After two unsuccessful attempts, a student must petition for approval to enroll for a third time to complete the course. However, no more than two substandard grades may be disregarded for the purpose of grade point computation.

Students may repeat courses taken at other accredited colleges or universities in which substandard academic performance was obtained (less than "C" or "NP"). In determining transfer of a student's credits, the prior actions taken by another accredited college or university will be honored.

A student is allowed to repeat a course without petition when repetition is necessary to enable the student to meet a legally mandated training requirement as a condition of volunteer or paid employment. A student can repeat such courses any number of times, even if the student received a grade of "C" or better or "P"; however, the grade received by the student each time will be included in calculations of the student's grade point average.

Colleges in the Coast Community College District may designate certain types of courses as repeatable. Courses so designated may be repeated for credit the number of times indicated in the course catalog and class schedule; however, such courses may not be designated as repeatable more than three times. Two sections of a repeatable course shall not be taken concurrently. A course may be designated as repeatable only if,

1. the course content differs each time it is offered,

or
2. the student who repeats it is gaining an expanded educational experience for one of the two following reasons:
 - a. Skills or proficiencies are enhanced by supervised repetition and practice within class periods; or
 - b. Active participatory experience in individual study or group assignments is the

basic means by which learning objectives are obtained.

Activity courses which qualify as repeatable courses are limited to physical education courses or visual or performing arts courses in music, fine arts, theater or dance.

Courses designated as repeatable shall show in the course outline how each course experience differs. Courses that show substantial differences should be submitted as separate courses.

If a student reenrolls in a repeatable course in which a substandard grade was received, the prior grade and credit will be disregarded. However, no course designated as repeatable may be taken more than four times regardless of the grades received.

Students who achieve standard academic performances ("A", "B", "C" or "P") may, upon petition to the designated college official or committee, request written permission to enroll in the same course when there are special circumstances. Special circumstances include:

1. The student is required to repeat the course due to significant lapse of time as defined in Title 5, Section 55043.
2. The student requests to repeat the course due to extenuating circumstances which justify the repetition.

When a course is repeated under the aforementioned conditions, the previous grade and credit will be disregarded in computing the student's grade point average and shall be notated in such a manner that all work remains legible insuring a true and complete academic history.

Students with a disability may repeat a special education class for students with disabilities any number of times based on an individualized determination that such repetition is required as a disability-related accommodation for that student.

Ratified Board Meeting DATE

Coast Community College District
BOARD POLICY
Chapter 3
Educational Programs and Student Relationships

BP 4235 Credit by Examination

Revised 7-10-2012

Reference: Title 5 Section 55050

Credit may be earned by students who satisfactorily pass authorized examinations. The governing board may grant credit to any student who satisfactorily passes an examination approved or conducted by proper authorities of the colleges in the Coast Community College District. Such credit may be granted only to a student who is registered at one of the colleges in the Coast Community College District and in good standing and only for a course listed in the catalog of the colleges in the Coast Community College District.

The student's academic record shall be clearly annotated to reflect that credit was earned by examination.

Units for which credit is given pursuant to Title 5 Section 55050 shall not be counted in determining the 12 semester hours of credit in residence required for an associate degree.

See Administrative Procedure 4235

Adopted June 15, 1988
Revised March 5, 1996
Replaces CCCD Policy 030-4-2, Fall 2010
Revised Board Meeting DATE



Coast Community College District
ADMINISTRATIVE PROCEDURE
Chapter 3
Educational Programs and Student Relationships

AP 4235 Credit by Examination
New Administrative Procedure 7-10-2012

Reference: Title 5 Section 55050, BP 4235

Credit by Examination may be obtained by one of the following methods:

- Achievement of a score of 3 or higher on an Advanced Placement Examination administered by the College Entrance Examination Board.
- Achievement of a score that qualifies for credit by examination through the College Level Examination Program.
- Credit by satisfactory completion of an examination administered by a college in the Coast Community College District in lieu of completion of a course listed in the college catalog in accordance with Title 5, Section 55050(c).
- Achievement of an examination administered by other agencies approved by the college.

To be eligible to take a college administered examination:

- The student must be currently enrolled at a college in the Coast Community College District administering the examination.
- The student must be in good standing and must meet specified eligibility requirements as defined by each college in the Coast Community College District.
- The course is listed in the college catalog.

Credits acquired by examination are not applicable to the determination of a student's enrollment status of full-time or part-time.

Credits acquired by examination shall not be counted in determining the twelve (12) unit residency requirement for an Associate degree.

The following apply to credit by examination:

- The student's academic record will clearly indicate that the credit was earned by examination.
- Each college in the Coast Community College District will determine the number of units earned by credit by examination that may be applied to the associate degree.
- Grading of a college administered examination shall be according to the regular grading system used by Coast District Colleges. Students shall be offered a "pass-no pass" option if that option is ordinarily available for the course.
- Students taking a college administered examination shall pay the enrollment fees per unit applicable at the time of the examination

Ratified Board Meeting DATE



Coast Community College District
BOARD POLICY
Chapter 3
Educational Programs and Student Relationships

BP 4240 Academic Renewal

Revised 7-10-2012

Reference: Title 5 Section 55046

Previously recorded substandard academic performance may be disregarded if it is not reflective of a student's demonstrated ability. Administrative Procedure 4240 defines the procedures that provide for academic renewal.

See Administrative Procedure 4240

Adopted March 1, 1989

Revised April 1, 1991

Revised July 18, 2001

Replaces CCCD Policy 030-4-4, Fall 2010

Revised Board Meeting DATE



Coast Community College District
ADMINISTRATIVE PROCEDURE
Chapter 3
Educational Programs and Student Relationships

AP 4240 Academic Renewal

New Administrative Procedure 7-10-2012

Reference: Title 5 Section 55046, BP 4240

In accordance with Board Policy BP4240, the purpose of this procedure is to disregard past substandard academic performance of students when such work is not reflective of their current demonstrated ability. It is based on the recognition that due to unusual circumstances, or circumstances beyond the students' control, the past substandard work will negatively affect their academic standing and unnecessarily prolong the rate at which they complete their current objectives.

If specific conditions are met, Coast Community College District colleges may disregard from all consideration associated with the computation of a student's cumulative GPA up to a maximum of thirty (30) semester units of course work from a maximum of two (2) semesters or three (3) quarters taken at any college for graduation or grade point average (GPA) purposes only. These conditions are as follows:

1. The course work to be disregarded is substandard. The semester grade point average for each semester to be disregarded is less than 2.0.
2. A minimum of 12 semester units has been completed at any regionally accredited college or university with a cumulative GPA of at least 2.0 in all course work subsequent to the course work to be disregarded.
3. At least 12 months have elapsed since the most recent course work to be disregarded.
4. All course work shall be disregarded in that semester, except those courses required as a prerequisite or to satisfy a requirement in the student's current declared program of study.
5. Academic Renewal cannot be reversed once it has been granted.

Credit for courses from other colleges or universities can be disregarded in order to meet the grade point average requirements for an A.A. degree or Certificate of Achievement.

ALL COURSE WORK WILL REMAIN LEGIBLE on the student's permanent record (transcript), ensuring a true and complete academic history. However, students' permanent records will be annotated so that it is readily evident to all users of the records that the units, even if satisfactory, are to be disregarded. This notation will be made at

the time that the academic renewal has been approved by the appropriate college office.

If another accredited college has acted to remove previous course work from consideration in computing the GPA, such action shall be honored in terms of its policy. However, such units disregarded shall be deducted from the 30 semester units maximum of course work eligible to be disregarded at a Coast Community College District college.

Interpretation of the academic renewal procedure is the responsibility of the appropriate college official who may, for compelling reasons, make exceptions to the stated conditions provided the requirements of Title 5 Section 55044 are observed. All receiving schools may not accept our Academic Renewal Policy and Procedure.

Ratified Board Meeting DATE

July 19, 2012

The Honorable Felipe Fuentes
Chair, Assembly Appropriations Committee
State Capitol, Room 2114
Sacramento, CA 95814

RE: SB 1456 (Lowenthal, A): Community Colleges: Student Success Act of 2012; as amended 06/19/2012; Assembly Appropriations Committee – SUPPORT

Dear Assemblymember Fuentes

On behalf of the Coast Community College District I would like to express our support for SB 1456, as amended on June 19, 2012. SB 1456 is legislation resulting from recommendations of the 2011 Student Success Task Force established by SB 1143 (Liu) of 2010.

SB 1456 implements several of the key reforms recommended by the Student Success Task Force and will dramatically improve services that support our students in their academic and career goals. This includes:

- A comprehensive counseling and assessment system upon enrollment to help students choose the appropriate program of study. This will culminate in the creation of an education plan which will provide a roadmap to help each student achieve their goals.
- Incentivized common assessment system to make it easier for students to take courses across districts.
- Accountability measures for students using Board of Governor fee waivers to encourage course completion and provide an early warning to administrators if a student is not succeeding.
- Increased transparency through the development of a Student Success score card for each college.

Coast Community College District is committed to the goals of the Student Success Task Force as we work to ensure each and every student has the best chance of

success in reaching their educational and career goals. For this reason we are proud to offer our support for SB 1456.

Sincerely,

President Jim Moreno
Coast Community College District

Cc: Assemblymember Diane Harkey, Vice Chair
Assemblymember Bob Blumenfield
Assemblymember Steven Bradford
Assemblymember Charles Calderon
Assemblymember Nora Campos
Assemblymember Mike Davis
Assemblymember Tim Donnelly
Assemblymember Mike Gatto
Assemblymember Isadore Hall III
Assemblymember Jerry Hill
Assemblymember Ricardo Lara
Assemblymember Holly J. Mitchell
Assemblymember Jim Nielsen
Assemblymember Chris Norby
Assemblymember Jose Solorio
Assemblymember Donald P. Wagner
Senator Alan Lowenthal

July 19, 2012

The Honorable Felipe Fuentes
Chair, Assembly Appropriations Committee
State Capitol, Room 2114
Sacramento, CA 95814

RE: SB 1356 (De Leon): Income taxes: credits: contributions to education funds: as amended 6/21/2012; Assembly Appropriations Committee – SUPPORT

Dear Assemblymember Fuentes

On behalf of the Coast Community College District I would like to express our support for SB 1356, as amended on June 21, 2012.

SB 1356, coupled with its sister legislation, would create a tax credit system that would incentive contributions to the Higher Education Investment Tax Credit Program Special Fund used to expand the Cal Grant program, a cornerstone of California's student financial aid system.

Cal Grants provide needed financial support to over 250,000 students each year, enabling the dream of higher education for low-income Californians. This bill package would ensure these high-need students continue to receive funding while expanding the Cal Grant program to serve additional middle-income students, a group so often left behind in difficult budgetary times.

The recent cuts to the Cal Grant program contained in the 2012-13 budget make this bill package more important than ever. During these difficult fiscal times the state must find new ways to support those in need. The Higher Education Investment Tax Credit Program Special Fund will provide that support and support the economic future of California.

Coast Community College District is committed to the goals of the Cal Grant program and its actions to support the higher education goals of all Californians. For this reason we are proud to offer our support for SB 1356.

Sincerely,

President Jim Moreno
Coast Community College District

Cc: Assemblymember Diane Harkey, Vice Chair
Assemblymember Bob Blumenfield
Assemblymember Steven Bradford
Assemblymember Charles Calderon
Assemblymember Nora Campos
Assemblymember Mike Davis
Assemblymember Tim Donnelly
Assemblymember Mike Gatto
Assemblymember Isadore Hall III
Assemblymember Jerry Hill
Assemblymember Ricardo Lara
Assemblymember Holly J. Mitchell
Assemblymember Jim Nielsen
Assemblymember Chris Norby
Assemblymember Jose Solorio
Assemblymember Donald P. Wagner
Senator Kevin de Leon

July 19, 2012

The Honorable Felipe Fuentes
Chair, Assembly Appropriations Committee
State Capitol, Room 2114
Sacramento, CA 95814

RE: SB 1466 (De Leon): Student financial aid: Cal Grant Program eligibility: as amended 6/25/2012; Assembly Appropriations Committee – SUPPORT

Dear Assemblymember Fuentes

On behalf of the Coast Community College District I would like to express our support for SB 1466, as amended on June 25, 2012.

SB 1466, coupled with its sister legislation, would create a tax credit system that would incentive contributions to the Higher Education Investment Tax Credit Program Special Fund used to expand the Cal Grant program, a cornerstone of California's student financial aid system.

Cal Grants provide needed financial support to over 250,000 students each year, enabling the dream of higher education for low-income Californians. This bill package would ensure these high-need students continue to receive funding while expanding the Cal Grant program to serve additional middle-income students, a group so often left behind in difficult budgetary times.

The recent cuts to the Cal Grant program contained in the 2012-13 budget make this bill package more important than ever. During these difficult fiscal times the state must find new ways to support those in need. The Higher Education Investment Tax Credit Program Special Fund will provide that support and support the economic future of California.

Coast Community College District is committed to the goals of the Cal Grant program and its actions to support the higher education goals of all Californians. For this reason we are proud to offer our support for SB 1466.

Sincerely,

President Jim Moreno
Coast Community College District

Cc: Assemblymember Diane Harkey, Vice Chair
Assemblymember Bob Blumenfield
Assemblymember Steven Bradford
Assemblymember Charles Calderon
Assemblymember Nora Campos
Assemblymember Mike Davis
Assemblymember Tim Donnelly
Assemblymember Mike Gatto
Assemblymember Isadore Hall III
Assemblymember Jerry Hill
Assemblymember Ricardo Lara
Assemblymember Holly J. Mitchell
Assemblymember Jim Nielsen
Assemblymember Chris Norby
Assemblymember Jose Solorio
Assemblymember Donald P. Wagner
Senator Kevin de Leon

Coast Community College District
BOARD POLICY
Chapter 5
Personnel Policies and Human Resources

**BP 7XXX Code of Professional Ethics for all Employees of the
Coast Community College District**

Accreditation Standard III.A.1.d.

The *Code of Professional Ethics* is a public statement by the Board of Trustees and employees of the Coast Community College District that sets clear ethical expectations to guide and inspire professional excellence.

The Coast Community College District is comprised of professionals who are dedicated to promoting a climate which enhances the worth, dignity, potential, and uniqueness of each individual within the District community. The District's employees work in various settings and positions; the expectation of all is a commitment to protecting human rights, pursuing academic excellence, and supporting student success.

The conduct of District employees as "public employees" shall be worthy of the respect and confidence of the community the District serves. Employees must, therefore, avoid conduct which is in violation of the public trust or which creates a justifiable impression among the community that such trust is being violated.

All District employees shall exhibit openness and reliability in what is said and done as educational leaders, and shall address issues and people without prejudice. Further, all District employees shall do everything possible to demonstrate a commitment to excellence in education without compromise of the following principles of ethical behavior.

Coast Community College District Employees Shall . . .

1. Demonstrate personal and professional integrity in supporting the mission of the District and the colleges.
2. Be honest and accountable in all District actions and activities and be good stewards of District assets.
3. Contribute to the dynamics of positive interpersonal relationships when dealing with colleagues, students, and the public.
4. Be fair and collegial in all interactions with colleagues, students, and the public, regardless of differences in personal values or beliefs.
5. Adhere to the principles of nondiscrimination and equality without regard to race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, military or veteran status, or genetic information.

6. Maintain a working and learning environment free from incivility, aggression, bullying, mobbing, and unlawful harassment.
7. Act within applicable laws, codes, regulations, and District policies and procedures.
8. Avoid conflicts of interest, or its appearance, between their obligations to the District and private business or personal commitments and relationships.
9. Maintain confidentiality regarding information about students (See FERPA Statutes and Regulations) or employees obtained in the course of professional duties.
10. Maintain and enhance job effectiveness and competency through continued professional development.

With respect to students, all employees of the Coast Community College District have the responsibility to . . .

1. Keep foremost in mind at all times that the colleges and District exist to serve students.
2. Dedicate themselves to the ideals and principles that will enable students to develop their talents and interests, and pursue their academic success.
3. Make every reasonable effort to create and promote an equal-access learning environment and equal access to the educational resources that will help students succeed.
4. Respect student dignity and individual freedom, and promote respect for students as individuals, as learners, and as independent decision-makers.
5. Understand, appreciate, and contribute to the dynamics of positive and professional interpersonal relationships when dealing with students.
6. Maintain high standards of professional, non-exploitative conduct, and act with integrity when working with students.

Addressing Ethical Violations:

Violations of the *Code of Professional Ethics* harm the District and its standing in the community. Procedures will be developed and adopted to ensure ethical violations can reasonably be reported, investigated, and addressed. Any disciplinary action taken, based on violation of this Policy, shall be in accordance with applicable law and collective bargaining agreements.

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Clinic Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of May 31, 2012 or the execution of the Agreement by both parties (the "Effective Date") by and between Camino Health Center ("Clinic"), and Orange Coast Community College District, a public educational form agency ("District") located at 1370 Adams Avenue, Costa Mesa, California which operates Orange Coast College ("School").

RECITALS

- A. Clinic is a California nonprofit corporation that operates a Community Health Center licensed by the California Department of Public Health.
- B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at Clinics for the purpose of providing clinical training for students in such classes.
- C. Clinic operates clinical facilities within Clinic which are suitable for School's clinical training programs ("the Program(s)") in the area of medical assistants. School desires to establish the Program(s) at Clinic for the students of the School enrolled in the Program(s). Clinic desires to support the Program(s) to assist in training students of School.
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Clinic.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Clinic of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Clinic in such numbers as are mutually agreed upon between Clinic and School. School and Clinic will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Clinic.

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and



all activities of students at Clinic.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each Student complies with Clinic's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, if known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training prior to a Student's first clinical day and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Clinic Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Clinic policies and procedures and shall require each student to conform to all such Clinic policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Clinic and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Clinic in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Clinic and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Clinic at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Clinic pursuant to this Agreement at all



times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF CLINIC

2.1 Access. Clinic shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Clinic provided such access does not unreasonably interfere with the regular activities at Clinic. Clinic agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Clinic patients.

2.2 Implementation of Program(s). Clinic agrees to cooperate with and assist in the planning and implementation of the Program(s) at Clinic for the benefit of students from School.

2.3 Instruction. Clinic shall instruct students in their clinical training at Clinic with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 Accreditation. Clinic shall maintain Clinic so that it conforms to the requirements of the California Department of Public Health.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Clinic, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Clinic patients. Further, School and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Clinic policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, professional standards, Clinic philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Clinic's discretion, it will provide students with classroom space within Clinic and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

2.7 Removal of Students. Clinic shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Clinic, fails to perform satisfactorily, fails to follow Clinic policies, procedures and regulations, or fails to meet



Clinic standards for health, safety, security, cooperation or ethical behavior, Clinic shall have the right to request that School withdraw the student from the Program(s). School shall comply with Clinic's request within five (5) days of receipt of notice from Clinic. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Clinic may immediately exclude any student from Clinic until final resolution of the matter with School.

2.8 Documentation. Clinic agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Clinic's facility for review.

2.9 First Aid. Clinic shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Clinic shall be billed to the student or School at Clinic's normal billing rate for private-pay patients. Except as herein provided, Clinic shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Clinic acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.11 Authority. Clinic shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for two (2) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Clinic will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Clinic, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Clinic and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Clinic and any student. Therefore, the parties understand and agree that Clinic is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Clinic is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Clinic for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Clinic from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Clinic would incur if, contrary to the



parties' intention, School or its students are determined to be employees of Clinic.

3.4 Role of Students. It is not the intention of School or Clinic that any student occupy the position of third-party beneficiary of any obligations assumed by Clinic or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Clinic shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Clinic.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Clinic or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Clinic. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Clinic's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Clinic manager or through the Clinic's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Clinic the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall discriminate unlawfully against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Clinic:

Camino Health Center
30300 Camino Capistrano



San Juan Capistrano, CA 92675
Attn: Executive Director

If to School: Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92626
Attn: Program Director of Medical Assistants

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

**Camino Health Center
"CLINIC"**

Coast Community College District

By: _____
Debra L. Drew
Its: Executive Director

By: _____
President, Board of Trustees

Date: _____

Date: _____

**Orange Coast College
"SCHOOL"**

By: _____
Printed Name: Kevin Ballinger
Title: Dean

Date: _____



RUN-OFF CLAIMS ADMINISTRATION AGREEMENT

This Run-Off Claims Administration Agreement ("Agreement") is made and entered into by and between **Coast Community College District** ("Client") and **Keenan & Associates** ("Keenan"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

RECITALS

- A. Client has established a Workers' Compensation Claims Administration Program for the benefit of its employees ("Program").
- B. Keenan is a specialty insurance services provider with special expertise in the insurance and services needs of California school districts, municipalities, health care providers and their related entities and, as such, is qualified to provide the services described in this Agreement and other services that Client may request from time to time.
- C. Client has requested that Keenan perform claims administration functions for the Program as described herein.

AGREEMENT

The parties agree as follows:

1. **TERM:**

The term of this Agreement is from **July 1, 2012** through **June 30, 2013** ("Term") unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES:**

- A. Keenan shall provide Client with the services described in Exhibit A ("Services") for all Workers' Compensation claims with a date of injury prior to **7/1/98**.
- B. The relationship of the parties shall be that of independent contractor and each party shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.
- C. Keenan's services are limited to the specific obligations described herein. Client shall remain responsible for all other aspects of the Program. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and under no circumstance are the Services to be



construed or interpreted as representing any such advice or opinion. It is Client's responsibility to seek the counsel of its own attorney on all legal issues and to consult with its own tax and accounting experts on all tax, accounting, financial matters relating to its operations, including without limitation the establishment, implementation and cooperation of its Program.

- D. Keenan shall comply with all applicable State and Federal Laws and regulations and obtain and maintain all necessary licenses, registrations and/or permits necessary for the performance of its duties under this Agreement.
- E. Keenan reserves the right to engage independent contractors and/or subcontractors to assist in the performing the Services. The use of such individuals shall not relieve either party of any of its duties under this Agreement.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES:**

- A. Client, subject to the specific Services set forth herein, shall retain all final authority and responsibility and expenses incidental thereto unless specifically assumed by Keenan hereunder and Keenan is authorized to act on behalf of Client in connection with the Program only as expressly stated in this Agreement. Client shall retain final authority and responsibility for the Program and is responsible for all aspects of the Program except for the Services to be provided by Keenan under this Agreement.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client represents and warrants that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and that Client shall remain liable for its accuracy.
- C. Client shall provide Keenan with timely access to such information and individuals including its outside advisors and consultants as may be necessary for Keenan to perform the Services. Meetings, telephone calls, and other necessary communications shall be scheduled at the mutual convenience of the parties and their representatives. Keenan shall not be responsible for any delay in its performance that results from the failure of Client or any person acting on behalf of Client to make available any information or individual in a timely manner.
- D. Client shall fund a claims payment account from which all claims payments and loss adjustment expenses shall be paid. The account shall be established and funded in accordance with written procedures to be established and funded in accordance with written procedures to be established by the parties. Under no circumstances will Keenan be required to advance any funds for the payment of claims.
- E. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.

F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the services.

G. Client will comply with all federal, state and local reporting and filing requirements for the Program.

4. **COMPENSATION:**

Client agrees to pay Keenan for the services as provided in Exhibit A at the rates stated in Exhibit B and Exhibit C, all of which are attached hereto and incorporated herein by reference.

5. **CONFIDENTIALITY:**

Keenan shall keep confidential all information concerning Client and its employees possessed by Keenan, regardless of the medium thereof, except information that is generally available to the public. Except as authorized or required by law or in this Agreement, Keenan shall not release any report, any portion thereof, or any result of any investigation it may undertake on behalf of the Client to any person outside of Client's organization without the express written consent of Client.

6. **AUDIT:**

If Keenan is requested to disclose its books, documents or records relating to the services provided under this Agreement, Client shall notify Keenan in writing at least 30 days prior to the inspection and/or disclosure date of the nature and scope of the request and Keenan shall make available all such books, documents or records during Keenan's regular business hours.

7. **FINES & PENALTIES:**

Keenan shall pay any fines and/or penalties levied by regulatory authorities that (i) are imposed as a result of the improper denial of claims and (ii) failed to comply with the administrative rules, regulations and state laws governing Workers' Compensation, provided that such actions were not at the direction of or with the approval of the Client; were not the result of the failure of Client or any individual acting on behalf of Client or claimant to timely provide complete and accurate information needed for the processing of claims; or the failure of the Client to adequately fund the claims payment account. Client shall pay all other fines and/or penalties relating to the Program or otherwise.



8. **INSURANCE:**

Keenan shall procure and maintain, to the extent available on reasonable terms, the following minimum insurance coverages during the Term and shall provide certificates of insurance to Client upon Client's request:

- (i) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.
- (ii) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- (iii) Professional Liability Insurance. Professional Liability Insurance with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

9. **INDEMNIFICATION:**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by one of Client's employees, Plan beneficiaries, or Plan vendors ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

10. **DISPUTE RESOLUTION:**

Disputes arising out of or relating to this Agreement which cannot be resolved by negotiation between the parties shall be submitted to non-binding mediation. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or other arbitration procedures as agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective agents, employees and officers. The site of the arbitration shall be in Orange County, California. A judgment of any having jurisdiction may be entered upon the award.

11. **TERMINATION:**

- A. Either party may terminate this Agreement upon the occurrence of any of the following events:
- (1) Upon 60 days written notice by either party;
 - (2) The breach of this Agreement by either party if the alleged breach is not cured within 30 days of receiving notice of the breach from the non-breaching party;
 - (3) The dissolution or insolvency of either party;
 - (4) The filing of a bankruptcy petition by or against either party (if the petition is not dismissed within 60 days in the case of an involuntary bankruptcy petition); or
 - (5) If either party interprets the application of any applicable law, rule, regulation, or court or administrative decision to prohibit the continuation of this Agreement or cause a penalty to either party if the Agreement is continued.
- B. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case and where appropriate, compensation shall be paid to Keenan as agreed between the parties to the Agreement.
- C. Keenan shall return claim files, loss reports, payroll information and other documents and materials relating to the services provided under this Agreement to Client within a reasonable time after termination.
- D. Upon termination of this Agreement, Keenan shall be entitled to payment only for the pro-rata portion of the Term during which services were provided. Any monies paid to Keenan in excess of this pro-rata amount shall be refunded to the Client.

12. **SOLICITATION OF EMPLOYEES:**

During the performance of this Agreement and for one year following its termination, Client agrees not to solicit directly or indirectly (whether as an employee, consultant or otherwise, or for itself or a third party) any of Keenan's employees, contractors or consultants who fulfilled any obligations under this Agreement without Keenan's prior written approval.

13. **MARKETING:**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.



14. OTHER RELATIONSHIPS:

- A. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receive compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, obtaining other reinsurance coverage for Client, claims administration, investigative services, financial processing and other related services.
- B. Client also understands that Keenan or its affiliates may provide services for others entities that also participate in the Program and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the Program or providing other services for insurers or reinsurers under the Program.

15. GENERAL:

- A. This Agreement and its recitals and related exhibits and amendments (incorporated into this Agreement by this reference) contains the entire understanding between the parties related to the subject matter covered by this Agreement and supersedes all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matters.
- B. All terms of this Agreement (other than Keenan's obligation to perform services and Client's obligation to pay for such services) shall survive the expiration or termination of this Agreement.
- C. Notwithstanding any provision herein to the contrary, this Agreement is made for the benefit of the parties and not for the benefit of any third party. Enforcement of any remedy for breach of this Agreement may only be pursued by the parties to this Agreement.
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a provision that is valid and enforceable and that comes closest to legally expressing the intention of such invalid or unenforceable provision.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the



reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty (30) days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- H. All notices hereunder shall be in writing and shall be deemed to have been duly given upon (1) delivery, or (2) when mailed by registered or certified mail, postage prepaid and properly addressed to the party, or (3) on the second business day after sending by fax and receiving confirmation of fax receipt. Notices shall be sent to the parties at the address or fax number indicated in the signature section below unless written notice of a different address or fax number is previously given. If a notice given to Keenan relates to a legal matter or dispute, a copy should be sent to Keenan's Legal Department at Keenan's main office located at 2355 Crenshaw Blvd., Ste. 200, Torrance, CA 90501, fax (310) 533-0573.

This Agreement may be executed in counterparts and by fax signatures. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

Coast Community College District

Keenan & Associates

Signature: _____

By: C. J. Moreno
Title: President, Board of Trustees

Address: 1370 Adams Ave.
Costa Mesa, CA. 92626

Attention: Colleen Rymas

Date: _____

Signature: _____

By: Tara Schilling
Title: Senior Vice President

Address: 2355 Crenshaw Blvd. Ste. 200
Torrance, CA 90501

Attention: Greg Trapp

Date: _____

**EXHIBIT A
SERVICES**

1. Claims administration.

- A. Determine liability for claimed injuries and illnesses in accordance with California Workers' Compensation Laws.
- B. Review and process run-off claims in accordance with rules and regulations established by the California Department of Self-Insurance Plans.
- C. Establish files containing medical and factual information on each reported claim together with complete accounting records and maintain them in accordance with statutory time requirements.
- D. Compute and pay temporary disability benefits to injured or ill employees based on earnings information and authorized disability periods.
- E. Determine nature and extent of permanent disability and arrange for informal disability rating whenever possible to avoid Workers' Compensation Appeals Board litigation.
- F. Explain to and assist employees in completing necessary forms for permanent disability ratings.
- G. Review, compute and pay informal ratings, findings and awards, life pensions, and compromise and release settlements.
- H. Maintain and establish reserve estimates for each reported claim.
- I. Arrange for and supervise necessary investigation to determine eligibility for compensation benefits and/or liability of negligent third parties.
- J. Handle excess reinsurance claims on Client's behalf, complying with conditions of the reinsurance contract. Submit billings and collect paid losses in excess of self-insurance retention.
- K. Arrange and supervise rehabilitation services where appropriate.
- L. Arrange for and set up system to pay benefits and allocated expenses in accordance with Client's needs.
- M. Use reasonable efforts to maintain the designated claims examiner's claim inventory so it does not exceed 150 active open indemnity files at any given time.



2. Medical Administration.

- A. If Client participates in the Medical Provider Network ("MPN"), which the State of California approves, then Keenan will select, with Client's approval, a medical provider panel of general practitioners, specialists, hospitals and emergency treatment facilities to which injured employees should be referred. The panel will be reviewed and updated on at least an annual basis. Keenan will work with Client to formulate medical provider panels in order to derive maximum benefit from legislative (SB 899) medical control changes.
- B. Authorize, review and monitor medical treatment required for injury or illness claims. Audit and pay medical expenses through PRIME, Keenan's medical management and bill review program. PRIME services will be billed separately to claim file. See Exhibit C.
- C. Maintain close contact with Client and/or treating physicians to ensure employees receive proper medical treatment and are returned to full employment at the earliest date.
- D. Arrange for medical-legal opinions in disputed cases and confer with medical examiners, Client and legal counsel when needed.
- E. Consult with Client in cases where an injury residual might involve restriction and/or retirement potential.

3. Legal Administration.

- A. When necessary refer litigated cases to defense counsel recommended by Keenan for purposes of defending Client's interests before Workers' Compensation Appeals Board and courts.
- B. Work closely with counsel in preparing defense of litigated cases.
- C. Work closely with applicants and Client's legal counsel to informally dispose of litigated cases.
- D. Protect and preserve Client's interests in potential subrogation cases.
- E. Attend, when appropriate, Workers' Compensation Appeals Board hearings on behalf of Client.
- F. Advise Client in advance of initiation or defense of any litigation so that Client's Chancellor or Board of Trustees can be informed and take action as necessary.

4. Risk Management Services.

- A. Review and update Client on Workers' Compensation benefits, rules and regulations, and legislative issues.



- B. Communicate with injured employees telephonically or in writing to assist them in resolving problems that arise from injury or illness claims.
 - C. Meet quarterly with Client to review best practice policies and procedures, recommend areas for improvement and assist Client in implementing improvements.
 - D. Produce ad hoc reports as needed to provide meaningful loss analysis to aid in risk management program development and tracking.
5. Statistical
- A. Report to Client monthly status of claim payments and reserves on an individual basis and in the aggregate.
 - B. Report to Client quarterly loss analysis of claims filed by frequency and severity.
 - C. Provide quarterly PRIME (medical management and bill review) reports detailing savings and fees.
 - D. Assist in the preparation of all reports required by the State of California or other government agencies relating to Workers' Compensation claims.



**EXHIBIT B
COMPENSATION**

1. Client agrees to pay Keenan for services provided under this Agreement as follows:

\$13,500, payable in quarterly installments commencing July 1, 2012.



EXHIBIT C



PRIME

A Keenan Solution

Fee Schedule - Effective January 1, 2010

(Subject to change upon notice)

MANAGED CARE SERVICES

- Early Intervention Initial Assessment/Triage \$ 45 / Hour

- Total Case Management \$ 95 / Hour
 - PPO Channeling
 - 4 PT Contact
 - Initial Evaluation
 - RTW Plan

- RN File Review \$ 95 / Hour
 - Medical Care Evaluation
 - RTW Evaluation
 - Written/Case Management Action Plan

- Physician Advisor \$ 180 / Referral
 - Medical Necessity Determination
 - Physician-to-Physician Contact

- Physician Medical Record Review \$ 300 / Hour
 - Assessment Report of Medical History

IN PATIENT STAY REVIEW

- Pre-Admission Review \$ 95 / Hour
- Concurrent Stay Review
- Discharge Coordination

UTILIZATION REVIEW

\$ 95 / Hour

BILL REVIEW

TYPE OF SERVICE

- Professional

- In-Patient Hospital

FEE:

Flat Rate - \$4.50 per bill plus \$ 1.25 per line
Plus 24% of PPO Savings below OMFS
No flat fee or per line charge, 24% of total
savings*



- **Out-Patient Hospital** **No flat fee or per line charge, 18% of total savings***
- **Pharmacy** **No flat fee or per line charge, 20% of PPO savings below OMFS**
- **Negotiated** **No flat fee or per line charge, 24% of total savings**
- **Medical EDI processing (Effective 1/1/09)** **Flat Rate - \$4.50 per bill plus \$ 1.25 per line (Medical Non-Reviewable, Medical Transportation, Zero pay due to an objection, etc.)**

* **In-Patient and Out-Patient Hospital bill review fees will not exceed \$10,000.00**





AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the COAST COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS District has the need to secure expert training and consulting services to assist District in its relations and negotiations with its employee organizations; and

WHEREAS District has determined that no less than twenty two (22) public agencies in the Southern California Area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the District and is willing to perform such services;

NOW, THEREFORE, District and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2012, Attorney will provide the following services to District (and the other aforesaid public agencies):

1. Six (6) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by District and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to District for a fee of Two Thousand Five Hundred Dollars (\$2,500.00) payable in one payment prior to August 1, 2012. The fee, if paid after August 1, 2012 will be 2,600.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2012. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-two (22) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2012.

Dated: 6-25-12

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By Bruce A. Borsook

Dated: _____

COAST COMMUNITY COLLEGE DISTRICT

By _____

Client # 0004950 / S17

Com

P.O.#

AGREEMENT FOR SPECIAL SERVICES
Community College Update and Mandate Information Services

This is an agreement between the **COAST COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2012.

WHEREAS, the Client needs assistance regarding issues of community college finance, legislation, budgeting, capital outlay and general fiscal issues; and.

WHEREAS, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

1. Consultant agrees to perform such duties relating to issues of community college finance, including:
 - a. Delivery of one copy of each edition of the *Community College Update* containing information on issues of community college finance, budgets, or practices that impact community college district fiscal policies; and one copy of the California community college's annual budget, including capital outlay provisions.
 - b. The option to the Client of receiving information on Consultant's Internet website regarding major community college fiscal issues.
 - c. Review and analysis of all major legislative bills that have an impact on community colleges, and therefore, within the Client's area of interest.
 - d. A "quick query" service to provide telephone response to specific fiscal and policy questions of the Client.
 - e. Monitoring of meetings held by the Chancellor's Office, Board of Governors, and other such organizations, and providing the Client with appropriate written materials from these meetings.
2. The Consultant agrees to perform such duties relating to the education mandated program as set forth including:

- a. Counsel the Client on information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation.
 - b. Counsel the Client on new mandates and represent the Client when appropriate before the Commission on State Mandates.
 - c. Provide the Client with information on the Consultant's mandate website regarding pending legislation, Commission on State Mandates actions, and test claims filed on new laws.
 - d. Maintain liaison with the State Controller, the Commission on State Mandates, the State Department of Finance, and the various departments whose actions relative to mandate claims impact upon the Client.
3. The Consultant shall provide the Client with services as requested to a total of fifteen (15) direct service hours in a 12-month period at no additional cost beyond the annual fee.
4. The Client agrees to pay Consultant for services rendered under this agreement:
- a. \$4,200 annually, plus expenses, payable in equal installments of \$350 per month, plus expenses, for the services listed in Items 1 and 2 above, upon billing from the Consultant.
 - b. For all requested services in excess of fifteen (15) direct service hours as indicated in Item 3 above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
 - c. "Expenses" are defined as actual out-of-pocket expenses such as transportation, lodging, meals, FAX, long distance telephone charges, cellular telephone charges, postage, and duplication (other than for one copy of the *Community College Update*).
5. This agreement shall be for the period of one (1) year, beginning July 1, 2012, and terminating June 30, 2013. This agreement may be terminated by either party prior to June 30, 2013, on thirty (30) days' written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation.
6. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY: _____

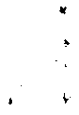
DATE: _____

Coast Community College District

BY: *Sheila Vickers*

DATE: May 18, 2012

SHEILA VICKERS
Vice President
School Services of California, Inc.



31351 Rancho Viejo Road, Suite 107
 San Juan Capistrano, Ca. 92675
 949-248-5000 Voice
 949-248-5099 Fax
 www.roinetworks.com



Bill To Company: Ron Rose	Date: 7/2/2012	
Address 1: CCCD	Quotation #: DKSAESS	
Address 2: 1370 Adams Ave	Purchase Order #:	
City, State, Zip: Costa Mesa, CA 92626	Terms: (Initial _____)	
Contact: Ron Rose	Valid Until: 07-31-2012	
Phone: (714) 438-4634	Sales Rep: Denny King	
Fax:		
Email: rrose@cccd.edu		
Ship To: TBD		
Address 1:		
Address 2:		
City, State, Zip:		

CCCD SA ESS C/D YEAR ONE

Description	QTY	Annual	Start Date
238653J Avaya SA ESS CD 3 YR License	4351	\$52,632.00	07/31/2012
		\$52,632.00	
Description	QTY		1.5 Months Credit
238653J Avaya SA ESS CD 3 YR License	455	\$1,130.30	
			-\$1,695.00
Description	QTY		3 Months Credit
238653J Avaya SA ESS CD 3 YR License	157	\$398.87	
			-\$1,196.34
Total Avaya SA ESS			\$49,740.66
Description	Annual	Start Date	
231925J SA ESS C/D MOD MSG R5		01/01/2013	
SEAT 3YAN INCL ANNUAL ROI	\$2,283.30	5140	
BREAK FIX (\$2500.00)		\$27,399.60	
ROI MOD MSG SPP	\$208.33	\$	
Total SA ESS C/D MOD MSG & ROI BREAK FIX		\$	17,441.41
Description	Annual	Start Date	
ROI SA Monitoring & Managed Service	\$750.00	07/31/2012	
Total Proactive Monitoring		\$9,000.00	\$9,000.00
TOTAL YEAR ONE SA ESS C/D AVAYA & MOD MSG ROI PROACTIVE MONITORII			\$76,182.07

CCCD SA ESS C/D YEAR TWO

Description		QTY	Annual	Start Date 07/31/2013
238653J	Avaya SA ESS CD 3 YR 4351 License	4351	\$52,632.00	\$52,632.00
	Total Avaya SA ESS			\$52,632.00
Description			Annual	Start Date 07/31/2013
231925J	SA ESS C/D MOD MSG R5			
	SEAT 3YAN INCL ANNUAL ROI	5140	\$27,399.60	\$27,399.60
	BREAK FIX (\$2500.00)			
	ROI MOD MSG SPP		\$2,500.00	\$2,499.96
	Total SA ESS C/D MOD MSG & ROI BREAK FIX			\$29,899.56
Description			Annual	Start Date 07/31/2013
	ROI SA Monitoring & Managed Service		\$9,000.00	\$9,000.00
	Total Proactive Monitoring			\$9,000.00
TOTAL YEAR TWO SA ESS C/D AVAYA & MOD MSG ROI PROACTIVE MONITORI				\$91,531.56

CCCD SA ESS C/D YEAR THREE

Description		QTY	Annual	Start Date 07/31/2014
238653J	Avaya SA ESS CD 3 YR 4351 License	4351	\$52,632.00	\$52,632.00
	Total Avaya SA ESS			\$52,632.00
Description			Annual	Start Date 07/31/2014
231925J	SA ESS C/D MOD MSG R5			
	SEAT 3YAN INCL ANNUAL ROI	5140	\$27,399.60	\$27,399.60
	BREAK FIX (\$2500.00)			
	ROI MOD MSG SPP		\$2,500.00	\$2,499.96
	Total SA ESS C/D MOD MSG & ROI BREAK FIX			\$29,899.56
Description			Annual	Start Date 07/31/2014
	ROI SA Monitoring & Managed Service		\$9,000.00	\$9,000.00
	Total Proactive Monitoring			\$9,000.00
TOTAL YEAR THREE SA ESS C/D AVAYA & MOD MSG ROI PROACTIVE MONITO				\$91,531.56

31351 Rancho Viejo Road, Suite 107
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 949-248-5099 Fax
www.roinetworks.com



Bill To Company:	Ron Rose	Date:	6/21/2012
Address 1:	Coast Community College District	Quotation #:	DKMMWVP
Address 2:	1370 Adams Ave	Purchase Order #:	
City, State, Zip	Costa Mesa, CA 92626	Terms: (Initial Depos), Balance upon receipt (Equipment)	
Contact:	Ron Rose	Services billable in phases through completion	
Phone:	(714) 438-4634	Valid Until:	7/24/2012
Fax:		Sales Rep:	King, Denny
Email	rrrose@cccocd.edu		
Ship To:	TBD		
Address 1:			
Address 2:			
City, State, Zip			

Optional SA Pricing for Avaya Components				
Description	QTY	Annual	Years	Total 3 Year
242352J SA ESS C/D AES R4 UNFD DSKTP 3YAN	4194	\$0.00	3	\$ -
Description		Annual	Years	Total 3 Year
253346J SA ESS C/D ONE-X PORTAL R1/R5 STD 3YAN	4194	\$0.00	3	\$ -
Description		Annual	Years	Total 3 Year
253370J SA ESS C/D UCE R1 ONE-X MBL R1 CLNT /E	4194	\$0.00	3	\$ -
Description		Annual	Years	Total 3 Year
253334J SA ESS C/D UCE R1 ONE-X COMM R1 /E	4194	\$0.00	3	\$ -
Description		Annual	Years	Total 3 Year
253356J SA ESS C/D UCE R1 ECS00 R8 SNGL MODE /E	4194	\$0.00	3	\$ -

31351 Rancho Viejo Road, Suite 107
San Juan Capistrano, Ca. 92675
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949-248-5099 Fax
www.roinetworks.com



Project Summary

TOTAL AVAYA SA ESS 3 YEAR TERMINATING 07/30/2015	\$155,004.66
TOTAL SA ESS C/D MOD MSG & ROI BREAK FIX TERMINATING 07/30/2015	\$77,240.53
TOTAL PROACTIVE MONITORING & MANAGED SERVICES TERMINATING 07/30/2015	\$27,000.00

Total Maintenance Cost \$259,245.19

*Terms: Initialing signifies acceptance of the stated terms of payment.
Failure to remit payment within the terms will result in the
forfeiture of any standard discounts. In addition, any legal fees
associated with the collection of payment will be the sole
responsibility of the customer
50% Deposit Required Upon Acceptance*

(Initial _____)



ENGINEERING SERVICES TIME AND MATERIAL

Rates effective as of 06/29/2012

Resource	Description	Day of Week	Time	(\$)	Hourly Rate
Project Coordinator	Project Coordinator. Provides project coordination support for all simple projects or non-formal projects. Primary role is to communicate mutual expectations with customer until work has been completed.	Monday - Friday	8:00am - 5:00pm		\$70.00
		Monday - Saturday	After 5:00pm		\$105.00
		Sunday + Holidays	All		\$140.00
Project Manager	Project Manager. Provides strategic, complex project management support for all formal projects. Primary role is to prepare Project Plan, Establish Critical Path, Track Milestones, Facilitate regular communication with all parties to deliver project on time and within budget	Monday - Friday	8:00am - 5:00pm		\$125.00
		Monday - Saturday	After 5:00pm		\$187.50
		Sunday + Holidays	All		\$250.00
Software Associate	Software Associate. Provides simple software support for telephony and messaging programming purposes. Typically involves COS, COR, Dial Plan Call Coverage and Station Programming support.	Monday - Friday	8:00am - 5:00pm		\$125.00
		Monday - Saturday	After 5:00pm		\$187.50
		Sunday + Holidays	All		\$250.00
Software Specialist	Software Specialist. Provides advanced software support for telephony, messaging, call center and networking purposes. Primary role is to program Trunking, Routing, Networking and advanced Call Center software. Also assists with software upgrades, migrations and merges.	Monday - Friday	8:00am - 5:00pm		\$175.00
		Monday - Saturday	After 5:00pm		\$262.50
		Sunday + Holidays	All		\$350.00
Network Engineer Level-1	Network Engineer Level-1. Provides basic staging and installation work including rack and stack, installation and cross-connect support.	Monday - Friday	8:00am - 5:00pm		\$90.00
		Monday - Saturday	After 5:00pm		\$135.00
		Sunday + Holidays	All		\$180.00
Network Engineer Level-2	Network Engineer Level-2. Provides staging and installation work for voice and data solutions. Also includes maintenance support and basic understanding of the OSI reference model with ability to provide high level troubleshooting for connectivity and application issues.	Monday - Friday	8:00am - 5:00pm		\$130.00
		Monday - Saturday	After 5:00pm		\$195.00
		Sunday + Holidays	All		\$260.00
Network Engineer Level-3	Network Engineer Level-3. Provides advanced staging and implementation support for voice and data networks. Typically has strong understanding of OSI reference model and can provide detailed troubleshooting and application integration for voice or data networks.	Monday - Friday	8:00am - 5:00pm		\$180.00
		Monday - Saturday	After 5:00pm		\$270.00
		Sunday + Holidays	All		\$360.00
Convergence Engineer Level-4	Convergence Engineer Level-4. Expert in converged voice, data and VoIP based networks. Typically owns multiple certifications in voice and data including MCSE, Avaya Engineer or Extreme Network Engineer.	Monday - Friday	8:00am - 5:00pm		\$220.00
		Monday - Saturday	After 5:00pm		\$330.00
		Sunday + Holidays	All		\$440.00
Customer Trainer/Instructor	Provides end-user training regarding the use of telephones and voice messaging applications.	Monday - Friday	8:00am - 5:00pm		\$120.00
		Monday - Saturday	After 5:00pm		\$180.00
		Sunday + Holidays	All		\$240.00

ONSITE SERVICES

OFF-SITE SERVICES

A two hour minimum charge plus a one-time visit charge is billed per dispatch. Visit Charge is \$100.00 per visit within Orange County, \$150.00 outside of county. T&M rates are charged portal to portal for billing purposes.

A one hour minimum charge per incident applies for remote service and phone support.

Name: _____
 Company: _____
 Signature: _____

Title: _____
 Date: _____



GENERAL TERMS AND CONDITIONS

Article 1. Work

ROI Networks, Inc. will provide equipment, software and professional services (Contract Services) as outlined in this agreement to deliver the work. Customer agrees to comply with the manufacturer's requirements and operating procedures necessary to keep any applicable warranties in full force and effect.

Article 2. Price and Payment Terms

This quote includes services that must be ordered to successfully deliver software support. All services will be pre paid annually and the balance payable upon time of invoice. If payment is not made within 30 days, Customer will pay a late fee of \$35.00 per invoice and interest equal to ten percent (10%) annually, compounded daily on all past due balances. If Customer fails to maintain an acceptable payment history, ROI Networks, Inc. reserves the right to withdraw any or all resources assigned to the project until payment is received by ROI Networks, Inc.

Article 3. Contract Acceptance

All contract acceptances, notices, requests, demands, statements of work and other communications which are required to be or may be given under the agreement shall be in writing and shall be deemed to have been duly given when delivered in person or upon receipt when transmitted by facsimile or after dispatch by certified or registered first class mail, postage prepaid, return receipt requested. Facsimile signatures may be used in lieu of original signatures on all documents.

Article 4. Duration of Agreement

This agreement shall begin once formal execution of the document has occurred and will be considered complete on July 30, 2015.

Article 5. Inclusions in Contract Service

Contract Service shall consist of services specifically called out in this agreement.

Article 6. Exclusions from Contract Service

The services provided hereunder shall not include work external to the equipment, software and services detailed in this agreement. If additional services are requested outside of this agreement, they will be documented via the ROI Networks formal Change Control process. Once executed by both parties, this documentation will be used to justify any and all pricing changes to this original agreement.

Article 7. Time for Extra Services

Customer agrees to pay ROI Networks, Inc. current standard hourly service rates for service requested by Customer, which is not covered by this agreement, as well as for service for any of the items enumerated in Article 6. ROI Networks, Inc. reserves the right to revise its hourly rates and materials charges without notice for services not covered by this agreement.

Article 8. Hours of Service

Customer shall give ROI Networks, Inc. representatives full and free access to the facilities on Monday-Friday, 8:00AM-5:00PM, or outside of normal business hours as necessary to complete the services detailed in this agreement. Failure to arrange suitable access, security clearance, proper working environment, power, tools, equipment, personnel, computer accounts/passwords, parking and other items necessary to complete services on behalf of Customer, shall result in billing for such services even if services are unable to be performed through no fault of ROI Networks, Inc.

Article 9. Warranty

Employees or subcontractors of ROI Networks, Inc. shall perform services in a professional manner. ROI Networks, Inc. expressly warrants all work for a period of 60 days from the date of completion, provided that no changes have been made by Customer to the original services. ROI Networks, Inc.'s performance of technical services do not and shall not infringe any patent, trademark, copyright, trade secret or proprietary right held by any third party. Except as otherwise provided in this article, there are no warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for particular purpose.

Article 10. Indemnification

ROI Networks, Inc. agrees to hold harmless, indemnify and defend Customer, its directors, officers, employees and agents, from and against any and all claims of liability, including reasonable attorney's fees, arising out of (i) any claim for infringement of any patent, trademark, copyright, trade secret or proprietary right held by any third party; (ii) any claim for bodily injury or death; (iii) any claim for damage to tangible property; or (iv) any claim of an ROI Networks, Inc. employee or subcontractor for wages or benefits which arise in connection with the performance of Contract Service by ROI Networks, Inc. hereunder. except to the extent attributable to the fault or negligence of Customer.

Article 11. Limitation of Liability

Except if due to negligence or other wrongdoing of ROI Networks, ROI Networks, Inc. shall not be liable for any indirect, incidental, special or consequential damages, whether in an action in contract or tort (including negligence and strict liability) resulting from its performance or any failure to perform under this agreement, including, but not limited to, loss of anticipated profits or benefits, even if ROI Networks, Inc. has been advised of the possibility of such damages.

Article 12. Force Majeure

Except for Customer obligation to make payment hereunder, neither party shall be liable to the other for any delay or inability to perform its obligations under this agreement or otherwise if such delay or inability arises from any Act of God, fire, natural disaster, act of government, manufacturer's shortages or constraints, or from any other cause beyond the reasonable control of such party. In the event of such a delay or inability to perform, the time for performance shall be extended for a period of time equal to the length of delay or inability to perform.

Article 13. Notices

Legal notices to ROI Networks, Inc. should be mailed first class postage prepaid, addressed as follows - ROI Networks, Inc., 31351 Rancho Viejo Road, Suite 107, San Juan Capistrano, CA. 92675 Attn. Denny King. Any other notices of a general business nature should be addressed to the same address, Attn.: Denny King. Notices to Customer will be sent to the Customer's address Attn: General Counsel.

Article 14. General

This agreement and any ROI Networks, Inc. Credit Application Form signed by Customer are intended to be the sole and complete statement of obligations of the parties hereto regarding the services to be rendered to the Customer on the covered systems, and supersede all previous understandings, negotiations, and proposals with respect to the servicing of the Covered Systems. No waiver, alteration or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of both parties.

Article 15. Employee Solicitation

During the term of this agreement and for a period of 1 year after completion, neither Customer, nor any entity affiliated with Customer, shall directly or indirectly, solicit for employment or performance of services, or hire or contract with, any ROI Networks, Inc. employee who becomes known to Customer in connection with the performance of ROI Networks, Inc. hereunder. In the event that Customer, or any affiliate of Customer, hires or contracts with any ROI Networks, Inc. employee contrary to this Article, Customer agrees to pay ROI Networks, Inc., as liquidated damages and not as a penalty, an amount equal to all compensation, including salary, wages, bonuses, commissions and employee benefits, which said employee received from ROI Networks, Inc. during the previous 12 month period preceding such hiring or contracting and reasonable recruiting fees that may be necessary to backfill the employee.

Article 16. Governing Law and Forum

This agreement and all questions or disputes arising hereunder shall be construed under the laws of the State of California. The parties hereto expressly agree that venue for all disputes arising hereunder shall be in Orange County, California. Customer hereby consents and submits itself to the jurisdiction of all courts and tribunals within that jurisdiction.

Article 17. Attorney's Fees

If any dispute or controversy arises concerning the interpretation or enforcement of this agreement, the prevailing party shall be entitled to its reasonable costs and attorney's fees, including costs and attorney's fees of any appeal and collection of any monies due.

Article 18. Counterparts

This agreement may be executed in counterparts, each of which will be deemed an original and deemed to be one and the same agreement.

Article 19. Project Delays

Prices stated within this agreement may be amended subject to the terms of the agreement in part due to: delays caused by lack of completion of the of agreed upon project milestones, or failure to meet any responsibilities specifically requested within this agreement. Critical milestones include, but are not limited to the receipt of the approved agreement, deposit receipt, server room build and readiness, procurement of customer voice and data circuits, software planning and development, progress payment receipt, data network readiness and most importantly site readiness. Any additional costs incurred by ROI as a result of delays will be subject to the following fees; labor, travel & per diem and any other fees associated with rescheduling travel and/or resources. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer. Services required by Customer to be performed outside of the Business Day (Other than the Cutover) shall incur additional charges in accordance with ROI Networks, Inc's Time and Materials rate schedule.

Article 20. Security and Toll Fraud

It is understood by both parties that risks are inherent with any communications solution that connects to the Customer's voice and data network, or to the Public Switches Telephone Network, Wide Area Network or the Internet. Although ROI Networks, Inc. will perform all work specified in this agreement utilizing best practices to protect the equipment and software from external risks not limited to viruses, security breaches, hacking, intrusions, denial of service attacks, toll fraud etc., these risks remain Customer's responsibility. Based upon Customer request, ROI Networks will provide specific manufacturers policies and best practices to mitigate inherent risks associated with solutions specified under this agreement. However, we will not be responsible for financial or business impact that may result from any breach or event that may occur of the Customer's network is not adequately protected. If the Customer agrees to abide by Avaya's Toll Fraud Security Guidelines and implements a Call Accounting solution, ROI Networks and our partner Avaya will assume ownership for any deductibles that may be billed by Customer's Network Provider in the event of a Toll Fraud occurrence.

Article 21. Expedite Fees

In order to allocate the necessary resources and schedules to deliver this work within the Customer's timeframe, ROI requests a minimum of 2 weeks notice. Once resources have been scheduled and allocated, a minimum of 1 weeks notice is required to make any major changes to the work schedule. If the minimum notice is not provided by the Customer, ROI Networks reserves the right to reschedule the work based upon resource availability, and/or assess expedite fees that may be required due to lack of notice from Customer. Our expedite fees are \$1,500 plus the following labor rates for emergency, expedited support:

- Project Coordinator \$120.00 per hour
- Project Manager \$220.00 per hour
- Software Associate \$220.00 per hour
- Software Specialist \$300.00 per hour
- Network Engineer Level 1 \$170.00 per hour
- Network Engineer Level 2 \$240.00 per hour
- Network Engineer Level 3 \$335.00 per hour
- Network Engineer Level 4 \$420.00 per hour
- Customer Trainer/Instructor \$220.00 per hour

Customer has read and agrees to all above General Terms and Conditions:

Name: _____

Company: _____

Signature _____ **Date:** _____



MAINTENANCE TERMS AND CONDITIONS

1. Maintenance

Maintenance under this agreement is provided by ROI Networks, Inc. (hereafter referred to as the Service Department) to the Customer as follows:

2. Service Availability

The **ROI Networks Basic Support** service option includes the following support: Priority over non ROI support Customers, Remote troubleshooting and engineering support, Web based or Telephone based trouble ticket reporting options, five (5) hours per year for moves, adds and change support, Business hours support (Monday-Friday, 8:00AM-5:00PM, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is four (4) hours for a major (P1) case of trouble and twenty-four (24) hours for a P2 or P3 case of trouble.

The **ROI Networks Standard Support** service option includes the following support: Priority over non ROI support Customers and Basic support Customers, 7x24 Proactive Alarming (If available with product), Quarterly software and firmware upgrades, Remote troubleshooting and engineering support, Web based or Telephone based trouble ticket reporting options, twenty-five (25) hours per year for moves, adds and change support, Business hours support (Monday-Friday, 8:00AM-5:00PM, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is two (2) hours for a major (P1) case of trouble and eight (8) hours for a P2 or P3 case of trouble.

The **ROI Networks Advanced Support** service option includes the following support: Priority over non ROI support Customers, Basic and Standard support Customers, 7x24 Proactive Alarming (If available with product), Quarterly software and firmware upgrades, Remote troubleshooting and engineering support, Web based or Telephone based trouble ticket reporting options, fifty (50) hours per year for moves, adds and change support, extended Business hours support (7x24, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is one (1) hour for a major (P1) case of trouble and four (4) hours for a P2 or P3 case of trouble.

The **ROI Networks Premier Support** service option includes the following support: Priority over non ROI support Customers, Basic, Standard and Advanced support Customers, 7x24 Premier Proactive Alarming (If available with product), Quarterly software and firmware upgrades, Remote troubleshooting and engineering support, Assigned Primary Services Engineer, Web based or Telephone based trouble ticket reporting options, one-hundred (100) hours per year for moves, adds and change support, extended Business hours support (7x24, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is thirty (30) minutes for a major (P1) case of trouble and two (2) hours for a P2 or P3 case of trouble.

The **ROI Networks Optional Support** service options can be ordered as needed and include the following:

- a) **Quarterly software and firmware updates offer** - This offer provides quarterly software and firmware updates for all supported components provided within this agreement.
- b) **Annual toll-fraud, network and ARS audit and optimization offer** - This offer provides an annual review of the Customer's voice and data network and provides software support required to optimize automatic route selection programming to support Customer's business strategy.
- c) **Annual contact center tune up and optimization offer** - This offer provides an annual review of the Customer's contact center routing and customer service strategy and provides software support required to ensure that the contact center is aligned with current business strategy.
- d) **Quarterly software backup and archival offer** - This offer provides a quarterly software backup of all supported components provided within this agreement.
- e) **Architecture and design consulting offer** - This offer provides a one-time VoIP, Unified Communication or Multi-Channel Contact Center architecture and design deliverable. This offer includes up to 30 hours of collaboration, discovery and documentation.
- f) **Support desk offer** - This offer includes temporary or scheduled help desk support. This can augment our Customer's operations during peak or seasonal periods, or provide alternative support during a period of transition or attrition.
- g) **Outsourced support offer** - This offer provides the ability for our Customer's to outsource the internal help-desk function in order to focus on more strategic or important core business projects or strategy.
- h) **Converged network management and carrier agency offer** - This offer is intended to provide advanced, proactive, 7x24 support for a Customer's converged voice, data and video network. This includes all routers, switches, firewalls, IPS/IDP appliances, VPN concentrators, media servers, media gateways and other devices as required to support the Customer's converged voice, data and video network. This includes ownership and agency of network issues that impact the production network.

i) **Firewall, IPS, IDS, security managed services offer** - This offer provides strategic and proactive 7x24 management and administration of our Customers security infrastructure and applications. This may be required for legal or compliance purposes.

3. Preventative Maintenance

The Service Department will take the action necessary to ensure performance, including cleaning as necessary, checking, reconfiguring, and verifying operation, etc. Preventative Maintenance may be scheduled or performed concurrently with Remedial Service.

4. Parts

Replacement parts will be either New or Refurbished so long as the parts meet or exceed specifications of equipment replaced. These parts will be billed to the customer at actual costs incurred by ROI Networks or alternatively, the Customer can stock critical spares to ensure uptime of installed systems.

5. Modification of Equipment

As part of regular Preventative Maintenance Service, the Service Department may add Customer approved modifications to the EQUIPMENT in order to improve the performance and/or reliability. If the Customer requests modification to be made to the EQUIPMENT, or requests the addition of non-Service Department approved devices or accessories to the equipment, separate from such modifications or addition, The Service Department's service responsibilities shall be negotiated between the Service Department and the Customer. If the Customer request any adds, moves or changes outside the original Scope of Work the Customer will be subject to additional charges at the prevailing time and materials rate or fixed installation costs.

6. Limitations

Repair of damage or increase in service time caused by any of the following shall not be included.

- a) Accidents, disaster which shall include, but not be limited to fire, flood, water, wind and lightning, power failure, misuse, or tampering.
- b) Alterations, repair or wiring, or improper installation, which shall include, but not be limited to any deviation from the original physical, mechanical or electrical design, unless performed or approved by the Service Department.
- c) Attachments, which are defined as the mechanical electrical or electronic interconnection to equipment under contract of non-Service Department equipment and devices not supplied by the Service Department.
- d) Any configuration changes made to the equipment made by the Customer unless directed by the Service Department.
- e) The Service Department will not refurbish EQUIPMENT nor furnish material therefore under this agreement. If specifically requested by the Customer, the Service Department will refurbish EQUIPMENT or furnish materials at the prevailing Service Department standard rates.
- f) Repair of accessories is not included in this agreement unless specified on the equipment list.

7. Employee Assignment

The Service Department reserves the right to determine the assignment of its employees and/or subcontractors in the performance of this Maintenance Agreement, provided aforementioned employee is factory trained and certified.

8. Parking

Customers will provide free parking for service vehicles within close proximity of the equipment to be repaired. Should free parking not be available, additional billing to cover parking may be billed back to the Customer.

9. False Service Calls

If service has been requested, and the problem was caused by equipment not under the contract, or if the problem was defective or inoperative carrier service, unless otherwise specified in the contract, then the Service Department shall have the right to bill for additional services at the prevailing time and materials rate per false service call.

10. Additional Equipment

Additional Equipment may be added to this agreement at the prevailing Service Department standard rates. If the product is over 6 months old, it is subject to inspection by the Service Department personnel, prior to coverage, at Customer's expense at prevailing Service Department standard rates.

11. Taxes

All sales, use or similar taxes imposed on the service performed or material supplied shall be added to the charges stated herein and shall be paid by the Customer.

12. Payment

Payment for maintenance charges, or for services provided outside the contracted coverage, and the applicable taxes, shall be made upon the receipt of invoice, unless otherwise specified.

a. If Customer is delinquent in payment of sums of money owing to the Service Department for equipment or services invoiced under this agreement between the Service Department and the Customer for more than thirty (30) days, the Service Department shall have the right, after written notice, to cease performance of maintenance service hereunder until such time as such delinquencies are cured. Such suspension in service shall not exceed the terms of this agreement

b. In addition to all remedies available to the Service Department at law or in equity in the event of default by Customer hereunder, or under the terms of any other contract between the Service Department and Customer, the Service Department shall be entitled to collect interest upon the sum then due and owing at 18% percent per annum from the due date of the last payment until such default by the Customer has been cured. It is expressly agreed and understood that in no event shall the aggregate interest exceed the maximum rate of interest, which can be charged under applicable state law.

13. Governing Law and Jurisdiction

This agreement shall be interpreted in accordance with the law of the State of California. Any action commenced, which pertains to the agreement shall be commenced in California.

14. Regulations at Customer Facility

In the performance of maintenance work under this agreement at the customer's facility, the Service Department personnel shall comply with all reasonable laws, regulations, and procedures in effect at such facility.

15. Customer Responsibilities

It is the Customer's responsibility to reasonably ensure that any pre-installation requirements are completed prior to the maintenance starting date. These include, but are not limited to, proper grounding power, air conditioning, proper premise cabling, adequate housing, and any other items required to maintain equipment health. Customer personnel must be available to provide escort, or assistance during all maintenance calls on or off site.

16. Customer Remedied for Non-Performance

The Service Department shall not be liable for interruption of Customer's business, or for loss of profit by the Customer for any general, special, or consequential damages or any commercial loss not directly or indirectly caused by the Service Department's breach of obligations hereunder or for any claims for such losses by third parties against the Customer.

17. Force Majeure

The Service Department shall not be liable for delays or failure to perform with respect to this Agreement due to:

- a) Causes beyond it's reasonable control
- b) Acts of God, riots, wars, delays in transportation or car shortages
- c) Inability for causes beyond it's control to obtain necessary labor, materials, or manufacturing facilities or delays caused by subcontractors due to similar causes.

In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay.

18. Manufacturer Support Requirements

In order to provide adequate service and support to our Customer's, it is mandatory that the following minimum levels of support are in place and maintained by the Customer:

- a) If Avaya support is required from ROI, customer must either have in place, or purchase at time of sale, a minimum of Software Support (SS) or Software Support plus Upgrades (SSU) support. This entitles the Customer to get access behind the Avaya support firewall for bug fixes, patches and product support notices, or with the SSU offer, free software support during the coverage period. Software Support must be purchased in 12 month increments, or the Software Support plus Upgrades must be a 36 month agreement which can be pre-paid annually, or pre-paid for the entire 36 month term. All cases of trouble should be opened with ROI Networks and ROI Networks would provide escalation within Avaya's Tier 3 and Tier 4 support organizations on behalf of our Customer's.
- b) If Extreme Networks, Juniper Networks, Meru Networks, Q1 Labs, Dorado Software or Fenestrae support is required from ROI, the Software Maintenance must be purchased at time of sale, or for hardware components, a minimum of remote technical support and/or advanced hardware replacement must be in place. All cases of trouble should be opened with ROI Networks and ROI Networks would provide escalation within the manufacturer's technical support organizations.

Customer has read and agrees to all above Terms and Conditions for Maintenance:

Name: _____

Company: _____

Signature: _____ Date: _____





INTERAGENCY AGREEMENT

between

COAST COMMUNITY COLLEGE DISTRICT

and the

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

(CALIFORNIA COMMUNITY COLLEGES AUXILIARY ORGANIZATION)

(“SITE LICENSE”)

SUMMARY

Coast Community College District (“DISTRICT”) grants a site license to the Foundation for California Community Colleges, a California nonprofit 501 (c)(3) corporation, (the “FOUNDATION”) for the use of Golden West College (“COLLEGE”) facilities in support of the State of California, Department of Consumer Affairs, Bureau of Automotive Repair’s (“BAR”) Smog Referee and Student Technician training program.

BACKGROUND

BAR is the nation’s foremost automobile regulatory system. The FOUNDATION has entered into an agreement with BAR (the “BAR Agreement”) to operate, at multiple sites, a Smog Check Referee and Student Technician Training Program (the “Program”). The goal of the FOUNDATION is to help improve air quality in California, while training college students in critical technical services that provide economical solutions to citizens, consumers, and taxpayers related to vehicle ownership and a safer and healthier living environment. Accordingly, the Program will provide a network of referees to hear complaints from consumers who were unable to obtain smog certificates for their vehicles, negotiating reasonable results in those disputes, and train student technicians to perform the necessary technical services of California’s Smog Check Referee Program. Funds earned through the Program may be used by the FOUNDATION through grants to enhance the educational programs of the California Community College system.

AGREEMENT

DISTRICT hereby grants to the FOUNDATION a license to use COLLEGE facilities and equipment necessary to conduct the Program (“Site License”). The effective date of this Site License is July 1, 2012. The term of this Site License is from July 1, 2012 through June 30, 2015.

BAR – Site License
Coast Community College District

The FOUNDATION and DISTRICT mutually agree to the following terms and conditions:

Article I Responsibilities of COLLEGE

A. Site

1. COLLEGE will provide a Site, as described in Attachment I "Site Requirements" attached hereto and incorporated by reference, for a Smog Check Station at which the smog check referee will perform the functions described Attachment II "Referee Site Functions & Referee Duties" attached hereto and incorporated by reference.
2. The FOUNDATION and BAR will have ready access to the Site to install BAR automotive emissions testing equipment, office furniture, equipment and supplies, signage, and other appropriate items.
3. The FOUNDATION and BAR will have ready access to Site to make such modifications to Site as described in Attachment III "Site Modifications" attached hereto and incorporated by reference. All improvements to the structure, including the installation of equipment that is physically attached to, bolted to, or screwed to, or contained within the structure shall become property of the College. All additional requests for Site modifications shall be submitted in writing to the COLLEGE President or designee. The COLLEGE President or designee shall approve such requests in writing within thirty (30) calendar days from the date of the request. Such approval shall not be unreasonably withheld.
4. COLLEGE will provide the FOUNDATION and Program staff with open access to the Site on the days and times specified in Attachment I "Site Requirements," during which the functions and duties of Attachment II "Referee Site Functions & Referee Duties" will be performed.
5. COLLEGE will maintain the Site in compliance with Attachment I "Site Requirements." The surrounding land adjacent to the Site shall be the responsibility of COLLEGE.
6. COLLEGE will supply campus and area maps, directions, and other Site information to the FOUNDATION within ten (10) business days of execution of this Site License, and within ten (10) business days after the date of each subsequent request.

B. Personnel

1. COLLEGE will have one (1) program representative (the "College Representative"), who will be the key point of contact between COLLEGE and the FOUNDATION. The College Representative will be readily available to communicate with the FOUNDATION by phone, letter, and electronic mail.

College Representative Contact Information

Name: Nikki Phan
Address: 15744 Goldenwest St.
Huntington Beach, CA 92647
Phone: 714-895-8792

Email: nphan@gwc.cccd.edu

Article II Responsibilities of the FOUNDATION

A. Site

1. Pursuant to the BAR Agreement, the FOUNDATION will provide equipment, office furniture and supplies, signage, and other items it deems necessary to administer the Program at the Site, including:
 - a. Testing and marketing equipment and supplies:
 - i. If COLLEGE is in an Enhanced Area of the state, or if COLLEGE is in a Basic Area of the state as defined in Attachment V "Definitions" attached hereto and incorporated by reference and provides to its students BAR 97 training, COLLEGE will give the FOUNDATION access to COLLEGE'S Emissions Inspection System.
 - ii. All Sites will be equipped with diagnostic equipment, tools, books, manuals, copy machine, desks, chairs, telephone answering machine, cash management equipment, and general office supplies for use by FOUNDATION staff.
 - iii. The FOUNDATION will manage the provision to COLLEGE of brochures and other pamphlets for the general public.
 - b. Appropriate computing and telecommunication lines and equipment at the Site, where necessary.
2. The FOUNDATION will procure and maintain throughout the entire life of this Agreement, General Liability/Property Damage insurance, including Garagekeepers Liability insurance, at three million dollars (\$3,000,000) combined single limit. The FOUNDATION will designate the DISTRICT, its Board of Trustees, and its officers, agents, representatives and employees as additional named insureds and will provide to DISTRICT appropriate Certificates of Insurance and endorsement.

B. Personnel

1. The FOUNDATION will provide a Program Director to oversee the Program. The Program Director will be the primary contact of the College Representative. The Program Director will be readily available to communicate with the College Representative by phone, letter, and electronic mail.

Mark Carlock
Director, Air Quality Programs
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95814
Phone: (916) 709-8011
Fax: (626) 338-3225
Email: mcarlock@foundationccc.org

2. The Referee is an employee of the FOUNDATION and will work with the designated College Representative in managing the Site.

C. Fiscal Responsibilities

1. Commencing on July 1, 2012, the FOUNDATION will pay to COLLEGE the sum of one thousand dollars (\$1,000.00) per month for the use of the Site and equipment as permitted herein. The fee will be due on the first day of each month during the term of this Site License.

The check should be made payable to:

Golden West College

and mailed to:

**Attn: Fiscal Services
15744 Golden West Street
Huntington Beach, CA 92647-2748**

2. The FOUNDATION reserves the right to withhold the facilities equipment and licensing fee payments to COLLEGE if COLLEGE'S performance does not comply with the terms of this Site License.

Article III General Provisions

This Site License hereby also incorporates by reference Attachment IV "General Provisions."

SIGNATURE PAGE TO FOLLOW

In witness whereof, the Parties hereto have executed this Site License per the dates and signatures below:

COAST COMMUNITY COLLEGE DISTRICT

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT I

Site Requirements

1. Access and Hours of Operation. COLLEGE will provide access to the Site for the days and hours specified below. COLLEGE will be responsible for opening any gate or exterior entrances to the Site in addition to opening automotive technology.

Site will be open for Operation: Monday-Saturday, 7 am to 5 pm

2. Automotive Lane. Access to an automotive bay/lane either in, or close to, automotive technology. If the Site is located in an Enhanced Area, access will be provided to a bay where the BAR 97 and dynamometer are located.
3. Office Space. Adequate space to close the automotive lane, where a desk, storage or file cabinet, bookshelf, and other equipment can be placed. Where possible, the furniture and equipment shall be located in a separate area that can be locked at the end of each day.
4. Site and Equipment Maintenance. COLLEGE will maintain the Site building and surrounding grounds. COLLEGE and the FOUNDATION will keep the facility clean at all times. If either party uses equipment owned by the other party, it will pay for the maintenance of the equipment proportionate to the use.
5. Parking. Two (2) parking spaces for waiting vehicles, one (1) suitable for handicapped access, will be provided close to the automotive bay. Parking for the Referee and student technicians will be arranged with COLLEGE, but need not be in immediate proximity to automotive technology.
6. Signage. The FOUNDATION will provide sandwich board signs and one (1) building sign to direct customers to the Site. The FOUNDATION will work with COLLEGE to ensure the signs meet the specifications required by COLLEGE.
7. Customer Waiting Area. The COLLEGE will provide space for a customer waiting area, or access to the campus lounge or cafeteria. The FOUNDATION will ensure that customers are restricted to the designated areas at all times.

The customer waiting area is currently designated: in the auto shop area in a marked safe zone.

8. Restrooms. COLLEGE will provide reasonable access to restroom facilities for FOUNDATION staff and customer use. The restroom facilities must meet ADA standards. COLLEGE will ensure regular maintenance and upkeep of the public restrooms, including keeping the restrooms stocked with adequate paper supplies.
9. Security. COLLEGE will specify what type of security is currently in place at the Site and what the basic security requirements are for COLLEGE. The FOUNDATION will supplement the security as deemed necessary by both parties.
10. Safety. COLLEGE and the FOUNDATION will ensure that Site is free from hazards to the public.
11. Availability. Pursuant to the BAR Agreement, COLLEGE will make Site available for training and others purposes at BAR's discretion.

ATTACHMENT II

Referee Site Functions & Referee Duties

The Smog Check Referee Program will provide a public service for motorists who need additional testing on their vehicles.

Referees assist motorists who are unable to obtain smog certificates for their vehicles from a Smog Check station. The Referee inspects and tests vehicles to determine whether the vehicle should be given a smog certificate, or whether it should be sent back to a Smog Check station for repairs. The Referee is responsible for providing information to motorists, Smog Check technicians, and others needing assistance.

The Referee actions will include testing vehicles on state-of-the-art diagnostic equipment, assisting customers, performing stationary vehicle inspection, recordkeeping, and data entry, as well as other services.

Referee Duty Statement

The Referee is responsible for the daily operations of the Site. In principle, these functions should be the same for all locations. The Referee's responsibilities include, but are not limited to, the following in accordance with the Smog Check Referee Program Policy and Procedure Manual:

1. Overseeing daily Site operations including all monetary transactions and deposits.
2. Maintaining an orderly flow of scheduled appointments.
3. Ensuring, with assistance from Program Director that there is adequate Site availability for motorists.
4. Obtaining equipment and office supplies.
5. Ensuring sufficient staffing of assistants during normal operating hours.
6. Interviewing Student Technicians and evaluating their performance. Applicants enrolled as students at COLLEGE will be given full priority for positions if they meet the established qualifications.
7. Assuring that the Student Technicians receive appropriate training in safe equipment operation. The FOUNDATION will assume all liability for Student Technicians, and hold harmless COLLEGE, and its employees and representatives, in any legal actions regarding Student Technicians while performing the scope of their duty as a Student Technician.
8. Supervising the Student Technicians in all daily tasks.
9. Maintaining Site records on all actions, and issuing all required reports.
10. Ensuring the cleanliness and maintenance of the Site, and of the machines used by the Referee Student Technician Training Program.
11. Interacting with the customers and displaying a high level of service.
12. Performing all testing procedures and engaging in required referee actions.
13. Performing other functions as required.

ATTACHMENT III

Site Modifications

DISTRICT and the FOUNDATION agree that the following modifications will be made to the Site by the FOUNDATION:

None.

ATTACHMENT IV

General Provisions

A. Disputes

In the event of a dispute between DISTRICT and the FOUNDATION, each party agrees to file a "Notice of Dispute" with the other party within ten (10) business days of the discovery of the problem. Within ten (10) business days of filing the Notice, the parties will meet in a mutually agreeable manner for the purpose of resolving the dispute. If the dispute cannot be resolved to the satisfaction of both parties, then an impasse will be declared. Upon impasse, all agreements will be terminated, and the FOUNDATION will remove all of its property from COLLEGE within fourteen (14) calendar days of the declaration of impasse. All COLLEGE facilities and equipment will be left in fully operational condition, with full containers of calibration gases and "zero" air, and filters to continue operations. In the event of any default or breach by COLLEGE and/or DISTRICT, the FOUNDATION will pay COLLEGE and/or DISTRICT only the reasonable value of its services theretofore rendered satisfactorily, as may be agreed by the parties, or determined by a court of law.

B. Indemnification

The FOUNDATION will indemnify, defend and hold harmless DISTRICT, and its directors, officers, agents, employees and successors against any and all third party losses, liabilities, claims, actions, suits, proceedings, penalties, fines, costs or expenses, including but not limited to, reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) any breach of this Site License by the FOUNDATION; or (b) any willful misconduct or negligence act or omission in the performance of responsibilities under this Site License by the FOUNDATION or its employees, subcontractors, or any person or entity for whom the FOUNDATION is responsible. Such defense and payment will be conditional upon DISTRICT notifying the FOUNDATION of any such claim in writing and tendering the defense thereof within a reasonable time. DISTRICT will reasonably cooperate in the defense and in any related settlement negotiations, and will have the right to approve or disapprove any settlement or compromise and such approval will not unreasonably be withheld or delayed.

DISTRICT will indemnify, defend and hold harmless the FOUNDATION, and its directors, officers, agents, employees and successors against any and all third party losses, liabilities, claims, actions, suits, proceedings, penalties, fines, costs or expenses, including but not limited to, reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) any breach of this Site License by DISTRICT and/or COLLEGE; or (b) any willful misconduct or negligence act or omission in the performance of responsibilities under this Site License by DISTRICT and/or COLLEGE or its employees, subcontractors, or any person or entity for whom DISTRICT and/or COLLEGE is responsible. Such defense and payment will be conditional upon DISTRICT and/or COLLEGE notifying the FOUNDATION of any such claim in writing and tendering the defense thereof within a reasonable time. The FOUNDATION will reasonably cooperate in the defense and in any related settlement negotiations, and will have the right to approve or disapprove any settlement or compromise and such approval will not unreasonably be withheld or delayed.

C. Prior and Supplemental Agreements

This Site License supersedes and makes null and void any prior agreements between the parties that conflict with the terms of this Site License. To the extent that any documents conflict with the terms of this Site License, this Site License will control, unless otherwise agreed upon by both parties in writing.

D. Changes to Terms

Any changes or modifications to the terms of this Site License must be agreed upon by both parties in writing. No oral understanding or agreement will be incorporated herein or binding on either party to this Site License.

E. Availability of Program Funds

1. It is mutually understood and agreed between the parties that this Site License may have been written before the appropriation of federal, state, and/or local funds, for the mutual benefit of both parties in order to avoid Program delays which would occur if this Site License was executed after that determination was made.
2. It is mutually understood and agreed between the parties that this Site License is valid and enforceable only if sufficient funds are made available to the FOUNDATION by BAR for the applicable fiscal year for the purpose of the Program and is subject to any additional restrictions, limitations, or conditions enacted by BAR that may affect the provisions, terms or funding of this Site License in any manner.
3. The FOUNDATION reserves the right, at its own option and with written notice to DISTRICT, to immediately suspend operations and payment if: (1) the State of California, the Department of Consumer Affairs or any other state agency issues IOUs to the FOUNDATION or imposes any restrictions, limitations, or conditions on the Program or this Site License; or (2) the Governor of the State of California issues an Executive Order that affects the provisions, terms or funding of this Site License in any manner.

F. Confidentiality

Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, all parties to this Site License will maintain as confidential all information obtained as a result of participating in this Site License. No party will disclose such information to any other person or entity without prior written authorization by the appropriate representative of the other party.

G. Assignment

This Site License is not assignable by either DISTRICT or the FOUNDATION, either in part or in whole, without prior written consent of the other party to this Site License. Any assignment without prior written consent of the other party is void.

H. Governing Law

It is agreed that the law of the State of California will govern this Site License.

I. Time Is of the Essence

The timing for performance of tasks necessary for the operations of this Site License may be changed by written agreement, after consultation between the parties. The date of completion of this Site License, and any payment amounts specified herein, may only be altered by formal amendment of this Site License.

J. Ownership of Data

BAR – Site License
Coast Community College District

Data and reports developed for and under this Site License will become the property of the FOUNDATION. Such data or reports will not be disclosed without prior written permission of the Program Director.

K. Termination

This Site License may be terminated, without penalty, by either party upon providing written notice to the other party thirty (30) days before the termination date.

L. Notices

1. Notice to the FOUNDATION may be given by certified mail, postage fully prepaid, to the following person and address:

**Foundation for California Community Colleges
Director of Air Quality Programs
1102 Q Street, Third Floor
Sacramento, CA 95811**

2. Notice to COLLEGE may be given by certified mail, postage full prepaid, to the following person and address:

**Golden West College
Vice President of Administrative Services
15744 Golden West Street
Huntington Beach, CA 92647**

3. Such notice will be effective when received, as indicated by post office records. If deemed undeliverable by the post office, such notice will be effective nevertheless fifteen (15) days after mailing.
4. Alternatively, notice may be given by personal delivery such as Federal Express, United Parcel Service, or other licensed courier services, to the addresses provided above. Such notice will be deemed effective when delivered unless a legal holiday commences during said twenty-four (24) hour period, in which case the effective time of the notice will be postponed twenty-four (24) hours for each intervening day

M. Non-Discrimination

DISTRICT, COLLEGE and the FOUNDATION agree that there will be no discrimination against, or segregation of, any person or group of persons on account of sex, marital status, race, age, physical or mental disability, color, religion, creed, or national origin or ancestry in the use or enjoyment of Site and Program, nor will DISTRICT, COLLEGE or the FOUNDATION or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation concerning the use or occupancy of Site by the FOUNDATION. The FOUNDATION will ensure that the evaluation and treatment of employees and applicants for employment is free of such discrimination.

N. Americans with Disabilities Act

DISTRICT and COLLEGE will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and ensures equal opportunity and access for persons with disabilities, as well as applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.) and any similar local, state or federal laws. DISTRICT and COLLEGE represent and warrant that the Site, the Site building, and surrounding grounds will be reasonably accessible to persons with disabilities.

ATTACHMENT V

Definitions

Smog Check Referee Program. The Smog Check Referee Program is administered by the State of California's Bureau of Automotive Repair and the Foundation for California Community Colleges. The program serves the people of California who need assistance with a smog check or a noise test for their vehicle.

Student Technician Program. One intention of the Program is to provide training to California students to obtain work-ready skills as Automotive Technicians. Consequently, the Foundation will ensure that Student Technicians obtain training and job experience as Automotive Technicians with the intent that the technicians can pursue any related employment in the public or private sector.

Business Days are defined as weekdays.

In a Basic Area motorists can take their cars to any facility offering a smog test. Testing is every other year at registration time or when a car changes ownership.

An Enhanced Area is considered by the Air Resources Board and U.S. Environmental Protection Agency to have the most serious air quality problems. Smog Checks are done every two years in these areas. Testing on a dynamometer will be mandatory in Enhanced Areas. Enhanced Areas are typically urbanized areas.

Change-of-Ownership Areas are the least populated counties. Smog checks are only required when a car changes owners.

A Referee is a Foundation employee at a College Site who is responsible for inspecting and testing vehicles, determining if vehicles should be granted a smog certificate or sent back to a Smog Check station for repairs, and supervising, training and mentoring Student Technicians. The Referee is responsible for providing information to motorists, Program technicians, the College Representative and others needing assistance. The types of vehicle problems the Referee will handle include those listed in Attachment II, "Referee Site Functions & Referee Duties."

In a Sound Test Program, the Referee tests the exhaust noise level of vehicles. A decimeter is used in compliance with BAR direction and SAE standards. Only motorists receiving a citation for violation of Vehicle Code § 27152 will be required to be tested.

A Student Technician assists the Referee, while being trained in the skills required of Student Technicians. The Referee will serve as mentor, trainer, and supervisor. All Student Technicians must be students in six units of classes per semester at a California community college.

The Call Center is located in Sacramento and serves the entire state. The primary purpose of the Call Center is to receive motorist calls and to schedule appointments at the Referee Sites. At the Call Center, motorists will be able to contact a technical director, who can handle disputes that could not be resolved at the Referee Site. An "800" number will be provided for motorists' convenience.



STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 12112342
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
 Commission on Peace Officer Standards and Training
- CONTRACTOR'S NAME
 Coast Community College District
2. The term of this Agreement is: July 1, 2012 through June 30, 2013
3. The maximum amount of this Agreement is: \$325,093.00
 Three Hundred Twenty-five Thousand, Ninety-three Dollars
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	-2- page
Exhibit B – Budget Detail and Payment Provisions	-1- page
Exhibit B, Attachment I – Budget Overview 2012-2013	-2- pages
Exhibit C* – General Terms and Conditions	GTC - 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	-1- page
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Production Schedule and Due Dates	-1- page
Exhibit F – Digital Production Guidelines for Field Production and Technical Operating Specifications for Video Recordings	-5- pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
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 Jim Moreno		
ADDRESS 1370 Adams Ave., Costa Mesa, CA 92626		
STATE OF CALIFORNIA		
AGENCY NAME Commission on Peace Officer Standards and Training		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING R.W. Reed, Assistant Executive Director		
ADDRESS 1601 Alhambra Boulevard, Sacramento, CA 95816-7083		

Exempt per:

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Coast Community College District, hereafter referred to as Contractor, agrees to produce for the Commission on Peace Officer Standards and Training (POST) thirty-six (36) original videotaped legal update training segments, each from 5 to 10 minutes in length; provide post-production, DVD authoring and replication services for all legal update training segments used in the *Case Law Today* (CLT) monthly series; provide design, implementation, conversion and related technical services for converting the *Case Law Today* video series to an online resource offered through the POST Learning Portal; and, provide additional video segment production services on case decision and legal update subject matter to be agreed upon between Contractor and POST.
2. Contractor's responsibilities include, but are not limited to:
 - A) Coordinating with POST staff in all planning activities including selection of subject matter, program design, scripting, instructor selection and orientation, graphics preparation, and handout or program notes preparation;
 - B) Conducting pre-production, studio production, post-production and authoring services that may be required;
 - C) Securing releases from and providing for payment to participating instructors for use of the program material;
 - D) Providing POST with a broadcast quality master copy of the completed videotaped program and summary information to POST according to scheduled deadlines provided in advance by POST;
 - E) **Conversion of** the monthly *Case Law Today* DVD-based video series to an online resource offered through the POST Learning Portal (LP).
 - F) Contractor is responsible for all services and facilities required for production of the video segments;
 - G) Adherence to production schedule and due dates as indicated in the attached **Exhibit E**, which is hereby made a part of this agreement.
 - H) Adherence to the Digital Production Guidelines for Field Production and Technical Operating Specifications for Video Recordings as described in the attached **Exhibit F**, which is hereby made a part of this agreement.
3. POST and College **mutually** agree that POST will own any and all rights in, and flowing from the Programs, including but not limited to any and all copyrights, trademarks, and trade-names throughout the world, in perpetuity.

**EXHIBIT A
(Standard Agreement)**

4. All notices hereunder must be in writing and must be personally delivered or be sent by registered or certified mail, postage prepaid. The address for all notices required to be sent to the College shall be sent to the Michael Carrizo at the address listed below, with a copy mailed to:

Coast Community College District,
Attention: Risk Services
1370 Adams Avenue
Costa Mesa, CA 92626

5. Direct inquiries concerning this program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: Coast Community College District
Name: Ron Crook	Name: Ron Lowenberg
Phone: (916) 227-3913	Phone: (714) 895- 8373
Fax: (916) 227-4011	Fax:

6. Direct inquiries concerning the processing of this agreement to:

State Agency: Commission on POST	Contractor: Coast Community College District
Section/Unit: Contracts Unit	Section/Unit: Criminal Justice Training Center
Attention: Heather Camp	Attention: Michael Carrizo
Address: 1601 Alhambra Blvd. Sacramento, CA 95816-7083	Address: 15744 Golden West Street Huntington Beach, CA 92647
Phone: (916) 227-3937	Phone: (714) 895- 8372
Fax: (916) 227-3895	Fax:

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the Budget Overview, marked Exhibit B, Attachment I, which is attached hereto and incorporated herein.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Commission on POST
Accounting Section
1601 Alhambra Boulevard
Sacramento, CA 95816-7083

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **Agreement Budget Changes

The POST Program Manager has the authority to transfer funds between line items that do not exceed 10%. Any changes between line items that exceed 10% will require a formal amendment to the Budget.

EXHIBIT B, ATTACHMENT I
Case Law Today Program Budget FY 2012-2013

Case Law Today Production Costs

DVD Production, Replication, and Online Delivery

DVD Production

Pre-production	\$ 11,597
Legal Research and Presentation	18,000
Production: Studio and Location	60,000
Video Editing	50,400
Supplies and transportation	5,000
DVD Production Total	\$144,997

Online Delivery

Video compression and Servicer Archive Organization	\$ 33,600
Maintenance agreement and server space for compression	\$12,000
Supplies	\$ 6,000
Online streaming hosting	\$ 21,000
Online Delivery Total	\$ 72,600

Production Administration Cost	\$ 30,698
Total Case Law Today Production Costs	\$248,295

2013 Legal Update Production Costs

Video Production, Editing, and Online Delivery

Pre-Production

Pre Production Meeting with POST, Producer/Director	
GWC Staff Multitmedia Specialist – 16 hours @ 60.44/hr	\$ 967
Clerical Support for Project – 40 hours @ 41.80/hr	\$ 1,672
Production Coordinator – 50 hours @ \$100/hr	\$ 5,000
Legal Research and Presentation	\$10,000
Producer/Director	\$15,000
Pre Production Total:	\$32,639

Production

Teleprompter preparation – 1 day @ 200/day	\$ 200
Set and Light Studio – 1.5 days @ \$1000/day	\$ 1,500
Studio HD Multicamera Production – 2 days @ \$2000/day	\$ 4,000
Make up Artist & Make up Supplies – 2 days @ \$500/day	\$ 1,000
Supplies	\$ 2,000
Host Services	\$ 500
Set Preparation	\$ 3,000
Production Total	\$12,200

Post-Production/Distribution (Editing)

Transfer/Conversion of POST stock footage B-roll video	\$ 3,000
Full Online Edit Suite with Media Servicer with Editor (\$1,200/day)	\$18,000
Editing of Font, B roll, and graphics	5 days
Editing of files for final takes and org of assets	5 days
Editing Final Version	5days
1sr version Compression/Distribution to SMRs	
Edit SMR Revisions and final approved version	
Conversion to downloadable files and forwarding to POST	
Development of Interactive DVD Master and 10 copies	
Uploading file to Streaming Media Server	

Post-Production (Editing Total)	\$19,000
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**EXHIBIT A
(Standard Agreement)**

Host Streaming Media Server	\$ 6,000
<u>Production Administration Costs</u>	<u>\$ 6,959</u>
Total 2012 Legal Update Training Video Production Costs	\$76,768
TOTAL FY 2012-2013	\$325,093

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by compromise shall be decided by POST, who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to Contractor. Contractor has fifteen (15) calendar days after receipt of such a decision to submit a written protest to POST specifying in detail in what particulars the agreement requirements were exceeded. Failure to submit such a protest within the period specified shall constitute a waiver of any and all right to adjustment in agreement terms and POST's decision shall be final and conclusive. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement, upon receipt of written order from POST to do so.

2. Amendments

This agreement may be amended for time, scope or increase/decrease of funds, by mutual written consent by the parties hereto.

3. Cancellation Clause

POST reserves the right to cancel this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to cancel this agreement only if POST should substantially fail to perform its responsibilities as provided herein.

4. Contractor Evaluation (if applicable)

In accordance with provisions of the State Administrative Manual, Section 1283, Contractor's performance under this agreement will be evaluated. The evaluation will be prepared by POST within 30 days after completion of the agreement.

5. Travel

Travel expenses and per diem related to the services provided under this agreement are subject to prior approval by the POST representative, and shall not exceed the rates paid to State non-represented/excluded employees.

Rate information may be viewed at www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm

6. Subcontracting (if applicable)

Contractor is expected to perform the work contemplated with the resources available within its own organization. Subcontracting of work pertinent to this Agreement shall be upon prior written consent by POST and subject to the permissive conditions set forth in the State Contracting Manual Section 3.06.

Based on "reasonable effort" to the best of its ability, Contractor warrants, represents and agrees that it and its subcontractors, employees and representative shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this Agreement.

Contractor shall notify POST immediately upon termination of any such subcontract(s).

**EXHIBIT E
(Standard Agreement)**

California Commission on Peace Officer Standards and Training



**FY 2012-2013
PRODUCTION SCHEDULE and DUE DATES**

PROGRAM DISTRIBUTION DATE	OFFLINE EDITED TAPES DUE AT GWC	ONLINE EDIT AND DVD REPLICATION	SEGMENT SUMMARIES DUE TO POST
JULY 2012	JUNE 4	JUNE 8+	JUNE 18
AUGUST 2012	JULY 2	JULY 6+	JULY 16
SEPTEMBER 2012	AUG 6	AUG 10+	AUG 20
OCTOBER 2012	SEPT. 3	SEPT. 7+	SEPT. 17
NOVEMBER 2012	OCT. 1	OCT. 5+	OCT. 22
DECEMBER 2012	NOV. 5	NOV. 9+	NOV. 19
JANUARY 2013	DEC. 3	DEC. 7+	DEC. 17
FEBRUARY 2013	JAN. 7	JAN. 11+	JAN. 21
MARCH 2013	FEB. 4	FEB. 8+	FEB. 18
APRIL 2013	MAR. 4	MAR. 8+	MAR. 18
MAY 2013	APR. 8	APR. 12+	APR. 22
JUNE 2013	MAY 6	MAY 10+	MAY 20

**EXHIBIT F
(Standard Agreement)**

California Commission on Peace Officer Standards and Training



**Digital Production Guidelines for Field Production and
Technical Operating Specifications for Video Recordings**

FY 2012-2013

Case Law Today delivery is migrating from standard definition DVD delivery to streaming video protocols over the Internet. With that in mind, POST must maintain a production format that will permit a degree of flexibility for digital delivery. All raw and edited video footage must be in a format that permits use in internet and non-internet formats (DVDs or Blu-Ray HD discs).

All *Case Law Today* segments should be captured in the highest practical quality and photographed in such a way as to blend with footage from multiple production facilities. Video standards should confirm to best practices in the broadcast industry. Material produced for *Case Law Today* may be re-deployed in alternative ways. Keeping original footage in the highest quality digital format will permit this flexibility.

Digital Production Guidelines for Field Production

Video Levels (Luminance/Contrast/Gamma):

Brightness, contrast and gamma of finished segments should follow industry norms, with special attention to maximum and minimum luminance levels. True black should be at 0%, white no greater than 95% luminance. Most codecs compress detail in very dark areas, therefore, no essential subject material should be recorded at a level of 10% or less. Likewise, codecs and digital video cameras tend to blow out very light material. Keep critical content exposed at 90% or less brightness. Digital video codecs are far superior to standard definition formats, but care should still be taken when the subject has dark clothing or skin color. More light in the form of a kicker or an umbrella reflector instrument can usually alleviate these problems.

Color Balance

All footage should be white balanced manually, with no Auto Tracing White (ATW) or automatic white balance used. Lighting for a scene should have a narrow range of color temperature and should never utilize multiple color temperature light sources. CTO or CTB color temp correction gels should be used in the event that multiple, dissimilar color temperature lights and or sources are used. For example: a scene lit with a combination of window sunlight and incandescent lights (kickers, for example) should have CTB filters on the kickers to bring both light sources to 5600K.

1) Avoid scenes with trees, especially if the tree or trees are moving in the wind. Large numbers of leaves, each independently moving in the wind, causes huge spikes in data rates for compressed video. These spikes peak out at the maximum data rate for DVDs, and the only way to encode the scene is by data reduction in the rest of the picture. This results in loss of detail in the subjects face, hands, clothing, and just about everything else in the scene.

EXHIBIT F (Standard Agreement)

Exposure

Auto-Iris should be disabled. Exposure and general video quality should be checked in the field with a good quality production monitor, and if available, checked with an in-camera waveform monitor or a monitor that can identify signal problems with the recording. Zip-pans, fast zooms and other non-standard camera moves should be avoided. Rapid changes in brightness should be avoided. Very busy scenes with high amounts of movement, such as trees with thousands of leaves, should be avoided, if possible (see next section). Complex backgrounds are permissible, as long as they do not change. The lens should be configured to knock as much of the background out of focus as possible.

Scene Complexity

MPEG 2 is a temporal compression codec, meaning it examines and compensates for content on the fly, over time. Scenes with varying brightness levels or varying motion are compressed in a multi-pass technique that ensures the most detail will be salvaged from the most complex scenes. The maximum detail is restricted by the maximum data rate, and the amount of "change" frame by frame, over time. It is important to remember this while composing a shot, since the more pixels moving in a scene, the more data required, and the more likely the creation of visible artifacts in the MPEG 2 encoded product.

- Avoid scenes with trees, especially if the tree or trees are moving in the wind. Large numbers of leaves, each independently moving in the wind, causes huge spikes in data rates for compressed video. These spikes peak out at the maximum data rate for DVDs, and the only way to encode the scene is by data reduction in the rest of the picture. This results in loss of detail in the subjects face, hands, clothing, and just about everything else in the scene.
- Avoid scenes shot in front of bodies of water (ocean or lake surfaces) unless the composition of the scene minimizes the area of water exposed. Even a slight wind can create large number of ripples on the surface of a body of water, and these are especially difficult to compress without causing the rest of the scene to suffer. A circular polarizer lens filter must be used on the camera lens to minimize the reflected sunlight off the water. Camera angles should be set to avoid sunlight reflection angles of less than 30°.

Shot Framing and Composition

- If a Pick-Up shot ("band aid" or re-shoot/correction shot) is required, the Pick-Up shot should be an approximately 30% change in angle or focal length, with a brief pause, then slow zoom to the original focal length or a return to the original camera angle that preceded the Pick-Up.
- Minimize duration of wide establishing (WS) shots. Very wide WS shots should be held for the shortest possible time while preserving the content of the scene for the segment subject. For example, a location outside a motel might include an establishing WS shot with dialog about search and seizure rules in motels, then within 10 seconds or so, either cut or zoom into the medium or closeup shot for the remainder of the scene. Holding the wide focal length for excessive lengths of time should be avoided.

➤

Subject should be centered in frame except in such cases that a background element contributes to the content of the segment. For example, framing a piece on traffic law considerations might

EXHIBIT F
(Standard Agreement)

- be framed to include part of a busy road or parking lot and held for the beginning of the segment, then panned and zoomed in after an introductory statement.
- Lower Third (CG) areas of the frame should be kept as clear as possible, with no essential details located in areas that might be covered later with a lower third title. The first case citation used in a segment should not appear sooner than 20 seconds or so into the segment, if possible.
- Keep the bottom screen spacing for lower thirds consistent. The bottom screen area is reserved for titles, case citations, etc. If the subject is too small or too large, the lower third graphics may look out of place.
- Framing should follow the “rule of thirds” as much as possible, with subjects’ eyes at the 1/3 from top of screen location.
- A segment open with a very wide angle, short focal length is permissible, but should be quickly followed by either a jump cut to a longer focal length, or a slow zoom to the standard rule of thirds close up.
- Talent in single close ups should be centered, unless the background indicates a shift to the right or left. Two-shots (featuring a guest) should be lit evenly with the same type of light sources. Reveals of the second subject in a two shot can be either via smooth zoom out or jump cut (see above).

Technical Operating Specifications for Video Recordings

Media Formats

NOTE: The new video specifications for *Case Law Today* preclude the use of videotape.

- Recording media can be any non-tape format/medium, from SDHC to Compact Flash or SxS cards, or any other solid state recording medium.
- Footage or segments submitted to the post production facility should be delivered in Apple ProRes 4:2:2 LT format on external USB 2.0 hard drives, or flash media devices.
- If hard drives are used, the drives need to be securely packaged in a shock-resistant and static resistant shipping container. If flash media or solid state drives are sent, they should be placed in a static sensitive shipping bag before mailing.

- ProRes consumes about 90GB per hour, therefore a typical 64GB flash memory drive will hold approximately 40 minutes of footage. Likewise, Compact Flash cards can be as large as 128GB in size, which would yield nearly 80 minutes of ProRes 4:2:2 video. The drive or Flash card should be formatted in Mac OS HFS format, and mountable on a MacOS based editing machine.

**EXHIBIT F
(Standard Agreement)**

Aspect Ratio and Segment Preparation

- Video segments must not exceed ten (10) minutes each in length.
- All video must be submitted in a 16:9 aspect ratio unless it contains historical footage, which should be 'pillar-boxed' in a 16:9 frame.
- Each segment must include a minimum of three (3) seconds of heads and tails at the beginning and end of the segment.
- No fade-in or fade-out effects should be used for offline segments submitted (effects are added in post-production online/finishing).
- Any special effects should be discussed with the post production facility before submission. Switcher effects, such as chroma keying, DVE, etc. are permissible as long as they impart no artifacts to the final video output.
- All editing will be performed on MacOS-based *Final Cut Pro* systems.

Cameras

Cameras used in production for *Case Law Today* should utilize imager chips no less than 1/3" in size, preferably larger.

Audio

Audio tracks should be either pan centered stereo or mono single channel audio on channel one only. If multiple people are recorded in a scene, with multiple microphones, the second source should be recorded on audio 2 or mono mixed down. Audio Levels should be -6dB.

Timecode

Timecode shall be drop-frame. Timecode should not pass 00:00:00 in any one submission.

Slates

Each segment shall be preceded by 20 seconds of slate with the following:

Series name

Episode name

Production center

Audio track assignments for all audio tracks.

Special indicators, if applicable, such as reel or chip 1 of 2.

Archiving

Chips or other solid state memory devices utilized in the recording of this material shall be archived on a reliable tape backup mechanism of the users' choice. LTO4 tape cartridges are recommended. These archives should be disk images of the recording medium volume, which facilitate rapid recovery in the event that original footage needs to be recovered.



STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 08/03)

AGREEMENT NUMBER 12112407
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Commission on Peace Officer Standards and Training

CONTRACTOR'S NAME

Coast Community College District

2. The term of this Agreement is: **July 23, 2012** through **June 30, 2013**

3. The maximum amount of this Agreement is: **\$30,540.00**
Thirty Thousand, Five Hundred Forty Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- | | |
|--|-----------|
| Exhibit A – Scope of Work | -1- page |
| Exhibit B – Budget Detail and Payment Provisions | -1- page |
| Exhibit B, Attachment I – Budget Overview | -3- pages |
| Exhibit C* – General Terms and Conditions | GTC - 610 |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | -1- page |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Coast Community College District

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jim Moreno

ADDRESS

1370 Adams Avenue, Costa Mesa, CA 92626

STATE OF CALIFORNIA

AGENCY NAME

Commission on Peace Officer Standards and Training

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

R.W. Reed, Assistant Executive Director

ADDRESS

1601 Alhambra Boulevard, Sacramento, CA 95816-7083

California Department of General Services Use Only

Exempt per:

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Coast Community College District, hereafter referred to as Contractor, agrees to produce for the Commission on Peace Officer Standards and Training (POST) various courses with instructor materials and training.
2. Contractor's responsibilities include, but are not limited to:
 - A) Development of a pilot Dispatcher Supervisory Course for up to a maximum of 25 students, including curriculum development;
 - B) Produce instructional materials for pilot course;
 - C) Development of Instructor Guide to be used in future Dispatcher Supervisory courses;
 - D) Develop a Facilitator Workshop Training and curriculum as a follow up to the Dispatch Supervisor Course;
 - E) Develop Situational Leadership Instructor Materials for use in the regular Supervisory Course training for Instructor certifications.
 - F) Contractor is responsible for all services and facilities required for production of all courses and materials.
3. All notices hereunder must be in writing and must be personally delivered or be sent by registered or certified mail, postage prepaid. The address for all notices required to be sent to the College shall be sent to the Doug Larson at the address listed below, with a copy mailed to:

Coast Community College District,
Attention: Risk Services
1370 Adams Avenue
Costa Mesa, CA 92626

4. Direct inquiries concerning this program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: Coast Community College District
Name: Michael Hooper	Name: Ron Lowenberg
Phone: (916) 227-4805	Phone: (714) 895-8925
Email: Michael.hooper@post.ca.gov	Email: rlowenberg@gwc.cccd.edu

5. Direct inquiries concerning the processing of this agreement to:

State Agency: Commission on POST	Contractor: Coast Community College District
Section/Unit: Contracts Unit	Section/Unit: Criminal Justice Training Center
Attention: Heather Camp	Attention: Suzanne Rosas
Address: 1601 Alhambra Blvd. Sacramento, CA 95816-7083	Address: 15744 Golden West Street Huntington Beach, CA 92647
Phone: (916) 227-3937	Phone: (714) 895-8925
Email: heather.camp@post.ca.gov	Email: srosas@gwc.cccd.edu

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the Budget Overview, marked Exhibit B, Attachment I, which is attached hereto and incorporated herein.
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- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **Agreement Budget Changes

The POST Program Manager has the authority to transfer funds between line items that do not exceed 10%. Any changes between line items that exceed 10% will require a formal amendment to the Budget.

EXHIBIT B, ATTACHMENT I
Pilot Dispatcher Supervisor Course and Facilitator Training Course

A. PILOT COURSE

Class Size 25

Date of presentation: October 29 – November 9, 2012 (2 weeks)

Instructors: Dr. Sue Oliviera and Lucy Carlton

Location: Residence Inn by Marriott (Fountain Valley)

1. Instructional Cost
 Classroom:

 S. Oliviera 80 hrs @ \$60 per hour = \$4,800

 L. Carlton 80 hrs @ \$60 per hour = \$4,800

 Instructor Sub-Total \$9,600 \$9,600

2. Curriculum Development (Golden West College)

 Instructional materials preparation, in collaboration with South Bay Regional Public Safety Training Consortium (SBRPSTC) staff

 GWC staff (2) not to exceed 24 hrs @ \$50 per hour = \$1,200 x 2 \$2,400

 Flight, Lodging, Per Diem, Transportation (2) \$2,000

Cost for Pilot Course: **\$14,000**

B. DEVELOPMENT OF INSTRUCTOR GUIDE

(Per SBRPSTC request)

1. After the pilot class has been presented, GWC will develop and finalize a comprehensive Instructor Guide for use in future presentations.

2. Author: Vic Dennis (Lieutenant, Communications, LAPD). Lt. Dennis, who is on GWC staff in the Dispatch program as well as other programs, will be participating as an observer in the class for the entire 2 weeks.

 Development of Instructor Guide: 80 hrs @ \$60 = \$4,800 \$4,800

Cost for Development of Instructor Guide **\$ 4,800**

**EXHIBIT B, Attachment 1
(Standard Agreement)**

C. FACILITATOR WORKSHOP TRAINING EXPENSES (after Pilot Class)

Class size: 15

Date of presentation: March 5-8, 2013

Instructors: S. Oliveira and L. Carlton

Location: Residence Inn by Marriott (Fountain Valley)

1. Instructional Cost

S. Oliveira	32 hrs @ \$60 per hour =	\$1,920	
L. Carlton	32 hrs @ \$60 per hour =	<u>\$1,920</u>	
	Sub-Total	\$3,840	\$3,840

2. Curriculum Development (T4T and Instructor Guide review and edit):

S. Oliveira	35 hrs @ \$70 per hour =	\$2,450	
L. Carlton	35 hrs @ \$70 per hour =	<u>\$2,450</u>	
	Sub-Total	\$4,900	\$4,900

3. Class Material Costs

Instructors-	Specific handouts & related shipping-if any)	\$	300
Participant-*	(T4T Manual and Instructor Guide) not to exceed \$30 per student (15)	\$	450

* NOTE: Participants shall furnish their own DISPATCH SUPERVISOR notebooks provided by the pilot course.

Facilitator Workshop Training **\$ 9,490**

D. SITUATIONAL LEADERSHIP INSTRUCTOR MATERIALS

1. GWC facilitators will attend a session of the regular Supervisory Course training for certification to be an instructor of Situational Leadership II (Blanchard Method). Only expense for GWC will be instructor materials.

Situational Leadership II materials:	\$450 X 5 students =	\$2,250	\$2,250
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Situational Leadership II Materials: **\$2,250**

**EXHIBIT B, Attachment 1
(Standard Agreement)**

Total expense:

<u>Cost for Pilot Course Expense:</u>	\$14,000
<u>Cost for Development of Instructor Guide:</u>	\$ 4,800
<u>Cost for Facilitator Workshop Training Expense</u>	\$ 9,490
<u>Cost for Situational Leadership II Materials</u>	<u>\$2,250</u>
<u>**TOTAL</u>	<u>\$30,540</u>

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by compromise shall be decided by POST, who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to Contractor. Contractor has fifteen (15) calendar days after receipt of such a decision to submit a written protest to POST specifying in detail in what particulars the agreement requirements were exceeded. Failure to submit such a protest within the period specified shall constitute a waiver of any and all right to adjustment in agreement terms and POST's decision shall be final and conclusive. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement, upon receipt of written order from POST to do so.

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4. Contractor Evaluation (if applicable)

In accordance with provisions of the State Administrative Manual, Section 1283, Contractor's performance under this agreement will be evaluated. The evaluation will be prepared by POST within 30 days after completion of the agreement.

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Travel expenses and per diem related to the services provided under this agreement are subject to prior approval by the POST representative, and shall not exceed the rates paid to State non-represented/excluded employees.

Rate information may be viewed at www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm

6. Subcontracting (if applicable)

Contractor is expected to perform the work contemplated with the resources available within its own organization. Subcontracting of work pertinent to this Agreement shall be upon prior written consent by POST and subject to the permissive conditions set forth in the State Contracting Manual Section 3.06.

Based on "reasonable effort" to the best of its ability, Contractor warrants, represents and agrees that it and its subcontractors, employees and representative shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this Agreement.

Contractor shall notify POST immediately upon termination of any such subcontract(s).





Cisco Networking Academy™
Mind Wide Open™

Cisco Academy Membership Agreement

Welcome to the Cisco Networking Academy. This agreement governs your Academy's participation in the Cisco Networking Academy.

The Networking Academy Membership Guide for Cisco Academies ("NAMGCA") describes the benefits, roles and responsibilities of Cisco Systems, Inc. or its subsidiary responsible for distribution in the country in which you are located ("Cisco") and your Academy. The NAMGCA forms part of this agreement, and will be made available to your Academy by Cisco. Your Academy should review the NAMGCA carefully before agreeing to participate in the Cisco Networking Academy. By accepting this agreement your Academy agrees to comply with the NAMGCA. As the Cisco Networking Academy evolves, changes to the NAMGCA may be appropriate. Cisco will exercise reasonable efforts to provide advance notice to your Academy of any major changes to the NAMGCA.

Cisco provides all resources, course materials, services, websites or other deliverables "as is", without warranty of any kind (as far as Cisco is permitted to do so by law). Further details are set out in the NAMGCA.

The following provisions (a)-(c) govern your treatment of personal information of Academy and Cisco Networking Academy participants (i.e. employees, students, instructors, administrators, or any other of your Cisco Networking Academy participants) ("Cisco Networking Academy Participants") provided to or otherwise obtained by Cisco from your Academy in connection with the Cisco Networking Academy:

- (a) By entering into this agreement, your Academy will ensure that Cisco Networking Academy Participants have given their unambiguous consent, to the processing of their personal information by Cisco: (i) from within and outside of the European Economic Area and those countries deemed to have adequate data protection laws in connection with processing the personal information; and (ii) in accordance with Cisco Networking Academy Privacy Policy, as amended from time to time and located [here](#).
- (b) Your Academy agrees to comply with: (i) applicable data protection laws and regulations, including your Academy's obligations as data controller under those laws and regulations; and (ii) Cisco's Networking Academy Privacy Policy located [here](#).
- (c) Your Academy shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages, liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of your Academy's breach of applicable laws relating to the treatment of personal information, including any claim for the unauthorized solicitation, collection, storage, forwarding, or use of personal information. As a condition to such defense and indemnification, Cisco will provide your Academy with prompt written notice of the claim and permit your Academy to control the defense, settlement, adjustment or compromise of any such claim. Cisco may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if such counsel is necessary because of a conflict of interest of either your Academy or your Academy's counsel or because your Academy does not assume control, your Academy will bear the expense of such counsel. Cisco shall have no authority to settle any claim on behalf of your Academy.

Your term of membership in the Cisco Networking Academy is three years (36 months), commencing when you click "accept" this agreement. Either Cisco or your Academy may terminate this agreement without any liability to the other party for any reason or for no reason by providing at least thirty (30) days' written notice to the other. Either party may refuse to extend or renew the three year- term for any reason or no reason.

By clicking "Accept", you represent that you are authorized to enter into this agreement (including the NAMGCA) on behalf of your Academy.

On behalf of the Cisco Networking Academy global community, Welcome! By signing this agreement your Academy is taking an important step in bringing new opportunities and knowledge to your students, the future architects of the networked economy!



Cisco Networking Academy Membership Guide for Cisco Academies

January 25, 2012



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PART ONE: OVERVIEW

1.1 Purpose of this Document

The purpose of this document is to help member institutions succeed as part of Cisco Networking Academy. This document identifies the framework and support mechanisms for participating in the Cisco Networking Academy community.

1.2 Benefits of Membership in the Cisco Networking Academy

Cisco has put in place an extensive array of support mechanisms for community members, which are made available to support technical and programmatic issues, and to promote high quality instruction as well as positive student outcomes. These benefits also include:

Academic Excellence—Cisco Networking Academy is made up of more than 10,000 academies, with over 20,000 educators instructing 1 million students in 165 countries that utilize Cisco certified course curricula.

The Cisco Networking Academy's academic excellence is largely a result of:

- Highly qualified instructors
- Technically accurate curriculum and online assessments
- Ongoing instructor professional development
- Robust selection of teaching and learning resources
- **Global Community**—Cisco Networking Academy community members benefit not only from support from Cisco, but from the collective knowledge of the entire community, which includes:
 - Collaborative technology platform, enabling collaborative learning and encouraging sharing best practices
 - Peer-to-Peer Support and Recognition
 - Direct feedback to Cisco
- **Consistency**—No matter where in the world a Cisco Academy is located, the delivery and quality of the curriculum is the same:
 - Single login
 - Easy to use technology
 - Global quality standards
 - Local and global support contacts and resources
- **Transparency**—Expectations of Cisco Networking Academy members are clear and easy to understand:
 - Clear quality metrics
 - Defined roles and responsibilities
 - Easy access to reports
 - Locator tool and community ratings
- Recognition

Cisco Networking Academy membership also has the following additional benefits, including:

- Access to all course curricula—available in several languages
- Access to Packet Tracer and instructional gaming
- Support from the Global Support Desk—24 hours a day, 365 days a year
- Integrated Learning Management System
- Equipment and certification discounts
- Ongoing Instructor Professional Development (IPD) materials and resources
- Academies enabled to monitor and manage their own success and sustainability with additional quality monitoring and management by Cisco



1.3 Overview of the Cisco Networking Academy Community

Cisco Academies are a part of a network of diverse educational institutions that are free to choose from a global ecosystem of Academy partners for their support, training, and value-added products and services. All members within this network are empowered to be Cisco Networking Academy leaders. Transparency and consistency bind the community together as does collaboration and engagement. The following section describes the roles and responsibilities of each Cisco Networking Academy institution, and outlines how the community works together to promote thriving institutions and student success.

Cisco Academies

- Teach students networking principals and skills using the Cisco Networking Academy curriculum and tools
- Adhere to all [Cisco Academy policies](#)

Instructor Training Centers

- Train and authorize new and existing NetAcad Instructors (those who teach students)
- Create ongoing instructor professional development (IPD) opportunities on a transactional and/or subscription basis
- Create and share instructor resources online
- Help NetAcad Instructors they train understand equipment lab needs for associated curriculum
- Assist NetAcad Instructors they train with setting up their labs
- Assist in answering instructors' technical curriculum or lab questions

Academy Support Centers

The role of an Academy Support Center is to promote sustainability and success of its aligned Cisco Academies. This is accomplished by:

- Assisting with the onboarding process for new Cisco Academies
- Localizing and disseminating all critical communications
- Building awareness and offering training to increase understanding and usage of available and updated resources and tools from Cisco and Academy partners
- Assisting academies that directly request support
- Contributing to the online community discussion boards to help connect members to available resources and the latest program information
- Encouraging Academies to share best practices and engage in student success, curriculum and operational discussions

Cisco

- Support Instructor Training Centers and Academy Support Centers and nurture the community
- Develop and maintain program, curriculum, assessments, and online delivery system
- Provide quality tools and support for Cisco Academies, Academy Support Centers, and Instructor Training Centers. (For more information see [Continuous Improvement of Educational Quality](#))
- Provide other foundational resources to Cisco Academies:

• Ongoing Instructor Professional Development	• Technical Support	• Program Support
• Global Support Desk	• Data Sharing	• Equipment Discounts
	• Marketing Support	• Educational Channel for Instructors
	• Student Discount Certificates	

It is possible for an institution to fulfill multiple roles within Cisco Networking Academy if it is qualified. For example:

- An Instructor Training Center can also be a Cisco Academy (which means it would train instructors and teach students).

The above list is not exhaustive. There are other possible role combinations. When an institution fulfills more



than one role, it is necessary for that institution to abide by the policies for each role it fulfills (*i.e.*, if an Academy Support Center is also an Instructor Training Center it must adhere to all of the Academy Support Center and Instructor Training Center policies listed in this document.) Additionally, when an institution fulfills multiple roles it will be asked to accept all the associated membership agreements. Whether an institution fulfills a single role or multiple roles, the institution must focus on the development of a sustainable business model.

1.4 Becoming a Member of the Cisco Networking Academy

To become a Cisco Academy, an interested institution is either contacted by or contacts Cisco or an Academy Support Center. A determination is made by Cisco on the suitability of the interested institution to participate in Cisco Networking Academy based on the interested institution's ability to meet and remain in compliance with all applicable policies in this document. A representative of the candidate institution will fill out an online application, review the policies in this document, and sign the Cisco Academy Membership Agreement. A Cisco representative will be responsible for reviewing and approving the application.



PART TWO: POLICIES

2.1 Overview of Cisco Networking Academy Policies

All instructional, quality, and administrative staff at Cisco Academies should be familiar with the policies in this document.

The policies in this manual form part of the Cisco Academy Membership Agreement. Joining Cisco Networking Academy and accepting the Cisco Academy Membership Agreement indicates a binding commitment to adhere to the policies set forth in this document.

If Cisco reasonably believes you are in violation of the policies listed in this document, and these violations are not remediable via the support process detailed [here](#), If Cisco reasonably believes your Academy is in violation of the NAMGCA Cisco may expel you from participating as a Cisco Academy.

Scope

The applicable policies listed in the next section must be adhered to by all Cisco Academies.

At this time there are no exceptions to these policies.

Compliance

The Cisco Networking Academy policies listed below are essential in ensuring the high quality delivery of Networking Academy offerings. Several support processes are in place to promote and ensure compliance.

Non-Compliance

Compliance with applicable Cisco Networking Academy policies is required for member institutions. Non-compliant institutions are required to return to compliance within 90 days. Failure to regain compliant status may result in loss of membership privileges and access. For the avoidance of doubt, the foregoing does not limit Cisco's right to terminate the relevant membership agreement it has with an institution in a shorter time frame per the terms of that agreement.

Program Materials Licenses

Cisco grants you a nonexclusive, nontransferable license to use the relevant Program material it provides to you solely for the purpose of teaching students during the term of this Agreement and otherwise in accordance with the terms and conditions set forth in this Agreement. You shall not make any copies, duplicates, or derivative works of that material without prior written consent from Cisco. Cisco retains all right, title, ownership and interest in that material and any modifications or improvements, including but not limited to translations and localized versions of Program material. All licenses not expressly given by Cisco herein are reserved. You shall not remove, conceal, or alter any product identification or proprietary notices appearing on the Program material or any Products made available in connection with the Program. Except as set forth in any separate agreement involving the relevant products, your rights and obligations with respect to any software provided in connection with the Program shall at all times be subject to the terms found [here](#).

To the maximum extent permitted by law, Cisco provides all course materials, services, websites or other deliverables hereunder "as is", without warranty of any kind, express or implied, including, without limitation, any implied warranties or conditions of merchantability, fitness for a particular purpose, satisfactory quality or noninfringement. To the maximum extent permitted by law, all such warranties are hereby excluded.



2.2 Policies

Cisco Academies that do not offer at least one class every 24 months will be deemed inactive.

All Cisco Academies must adhere to all of the following policies in order to maintain membership in the Cisco Networking Academy community. By becoming a member of the Cisco Networking Academy program, member institutions are agreeing to participate in the recognition aspect of the program.

Policy	
1.	Institutions must be approved by Cisco to become a Cisco Academy.
2.	Cisco Academies must comply with Cisco's policy on Non-Support of Violence and Terrorism. (See <u>Related Policies</u> .)
3.	Cisco Academies must accept the online (or other) Membership Agreement (a) upon joining the Networking Academy and (b) every 3 years thereafter.
4.	Cisco Academies must adhere to Cisco copyright, marketing, and privacy rules. (See <u>Related Policies</u> .)
5.	Cisco Academies must ensure access (or remote access) to equipment in line with course guidelines—to support skills based learning and assessment.
6.	Cisco Academies must assign the roles of NetAcad Contact and NetAcad Success Lead to at least one individual. (Please see <u>Continuous Improvement of Educational Quality</u>)
7.	Cisco Academies must ensure that the NetAcad Contact, NetAcad Success Lead, and a NetAcad Instructor complete Academy Orientation.
8.	Cisco Academies must ensure that their instructors successfully complete training and assessment in a Cisco Academy course prior to teaching that course. (Please see <u>Instructor Training Guidelines</u> .)
9.	Cisco Academies must ensure that only registered students are permitted to have access to assessments (both online and skills based) to maintain the integrity of the Cisco Academy.
10.	Cisco Academies must ensure that student results are recorded in the online Grade Book including online final, skills assessment, course feedback, and graduation status.
11.	Cisco Academies must ensure that all courses meet the following criteria: <ol style="list-style-type: none"> 1) Instructor led 2) Not less than 70 hours in duration 3) Not less than 3 weeks in duration
12.	All Cisco Academies must be aligned with an Academy Support Center to ensure the Cisco Academy's direct access to operational support.*
13.	Cisco Academies must review their own quality Academy Success Dashboard and take appropriate action as defined in the <u>Continuous Improvement of Educational Quality</u> section.
14.	All individuals associated with a Cisco Academy must accept the Website Usage Agreement.



Cisco Academies may engage in a fee for service contract with their Academy Support Center and/or their Instructor Training Center. Cisco suggests that the NetAcad Contact should review the remaining term of their Cisco Academy Membership Agreement when entering into such contracts.

* Please note, some information, including, but not limited to, NetAcad Contact and Success Lead name and email information may be shared with the Academy Support Centers in order to enable the Academy Support Center to contact the Cisco Academy to provide the academy with relevant Academy Support Center support. This information may include basic performance indicators in order to ensure that the Cisco Academy is supported effectively.

2.3 Guidelines for Improving Performance

The following guidelines are provided in order to improve learning, teaching, collaboration, and the sustainability of the Cisco Networking Academy community. These guidelines are not required, but all Cisco Academies (and when applicable, Instructor Training Centers and Academy Support Centers) are highly encouraged to adhere to them in order to ensure high-quality curriculum delivery and the continual improvement of Cisco Networking Academy community, as well as to maximize their own sustainability and recognition within the community.

Guidelines for Cisco Academies:

1. Cisco Academies should gain any necessary local approval to deliver the Cisco Networking Academy curriculum and align with any existing Memorandum of Understanding (e.g., university, national government, school district).
2. Cisco Academies should have a dedicated classroom for student instruction while class is in session.
3. Cisco Academies should promote community engagement such as community service projects and links to local employment opportunities for students.
4. Cisco Academies should adopt new versions of the curriculum when available.
5. Cisco Academies should adhere to course guidance times for number of contact hours and lab time durations.
6. The value of career certifications should be explained to students (in a manner appropriate to student goals and needs).
7. Opportunities should be provided for students to practice real world skills (in a manner appropriate to student goals and needs):
8. To ensure sustainability Cisco Academies should have a well-developed business plan (or a national agreement) and a communications plan that covers internal and external marketing.

2.4 Related Policies

2.4.1 Cisco's Policy on Non-Support of Violence and Terrorism

Cisco does not knowingly support organizations that endorse, support, or promote violence, terrorist activity, or related training, whether through their own activities or indirectly through their support of, support by, or cooperation with other persons and organizations engaged in such activities. We require our institutions to confirm that they do not engage in or support such activities, and we vet our partners with care. If an institution appears to be in violation of this policy, we will suspend activity immediately. If our investigation discloses violations of this policy we will classify the institution as ineligible for future participation in the program; and we will take such other steps as the law may require.

2.4.2 Cisco's Policy on Copyright



<http://www.cisco.com/web/about/ac50/ac47/downloads/logo/copyright.pdf>

Introduction

Cisco Systems, Inc. and its affiliates ("Cisco") continually invest significant resources to create software, text, and other materials. The majority of these materials are protected under copyright laws of the United States and of other countries worldwide. To protect its investment, Cisco diligently guards against infringement of its copyrighted materials. This policy outlines certain conduct that violates Cisco copyrights. This policy is subject to change at any time and without notice.

Copyright

Copyright protects original works of authorship fixed in a tangible medium of expression. Copyright infringement occurs when any one or more of the following rights is violated: (1) reproduction; (2) adaptation; (3) distribution to the public; (4) performance in public; or (5) display in public. Copyright infringement issues can also arise when a new work or a modification of an existing work, known as a derivative work, is created from a copyrighted work. A derivative work is based upon a preexisting work in which the preexisting work is changed, condensed, recast, transformed, adapted, or embellished. If the preexisting or underlying work is a protected work under copyright law, one who wishes to exploit the derivative work must obtain a license from the owner of the copyright in the underlying work or works. Thus, modification of Cisco copyrighted materials for commercial use without explicit permission constitutes infringement.

Without written permission from Cisco, you may not make any unauthorized reproduction or engage in distribution of Cisco copyrighted materials, which include, but are not limited to, materials such as books, publications, computer software (including object code and source code), online curricula, web content, diagrams, photos, testing materials, exams, text, images, and graphics published by Cisco in any format.

It is Cisco policy to enforce its copyrights against any third party infringer. To ensure that you do not infringe on any Cisco copyrighted materials, do not, without express permission from Cisco, engage in any of the following:

- Do not directly or indirectly copy, reproduce, or distribute any Cisco materials (including webpages) or any part of the text or graphics from those materials.
- Do not directly or indirectly modify or create derivative works of any Cisco materials.
- Do not copy, reproduce, or modify source code or object code of any Cisco product.
- Do not create an emulator or simulator of a Cisco product, such as a Cisco router, in a manner that is likely to confuse the public about the source of the emulator or simulator.
- Do not create materials that look as though they originated from or are endorsed by Cisco.
- Do not imitate the color or visual appearance of Cisco materials and/or products.
- Do not use Cisco icons as graphical design elements in your materials. These icons should be used only in network design diagrams.
- Do not distribute Cisco work by sale, rental, or other disposition.

Copyright Permission Requests

To request permission to use Cisco copyrighted material, please use our online Request Tool at www.cisco.com/web/about/ac50/ac47/request_tool.html.

2.4.3 Cisco's Policy on Marketing

2.4.3.1 Entity Status. Subject to 2.4.3.2 ("Use of Marks"), a Cisco Academy, Instructor Training Center, or Academy Support Center ("each an "Entity"), may advertise, during the term of its membership agreement with Cisco, its Program status (e.g., Cisco Academy, Instructor Training Center, or Academy Support Center) provided it is in full compliance with the terms and conditions of their membership agreement.

2.4.3.2 Use of Marks. Solely while their membership agreement remains in effect, Entity is authorized to use the Program logo Cisco makes available for download from Academy Connection (hereinafter collectively referred to as the "Mark") for use to indicate membership in the Program or otherwise to market the Program in a form and manner pre-approved in writing by Cisco. Any usage of the Mark must be in accordance with Cisco trademark policy: <http://www.cisco.com/go/logo> and any logo usage guidelines Cisco designates for the Mark. Except as set forth above, Entity is not authorized



to use the Mark or any other logo, trademark, branding, or other indicia of Cisco without prior written consent from Cisco, in each case. Entity confirms Cisco's sole and exclusive ownership and title to the Mark and that all goodwill arising from use of the Mark shall inure to the benefit of Cisco. Entity further acknowledges that it has no rights, title, or interest in the Mark. Other than as expressly provided in their membership agreement, Entity agrees that it will not use the Mark, and that it will not register or seek to register the Mark in any jurisdiction, and will not use, register, or seek to register any mark, name, or designation that is confusingly similar to the Mark. Entity also agrees that it will not challenge the validity of the Mark or take any other action, directly or indirectly, that is inconsistent with Cisco's ownership of the Mark. Entity agrees that all use of the Mark will be of at least as high a quality as the services currently offered by Cisco. Entity further represents and warrants that its use of the Mark will not involve anything that is objectionable, unethical, unreliable, obscene, or infringing. Cisco reserves the right to review Entity's use of the Mark at any time, and, upon Cisco's request, Entity shall provide to Cisco, at no cost to Cisco, samples of Entity's use of the Mark. If Cisco determines in its sole discretion that Entity's use of the Mark does not meet the requirements of their membership agreement or Cisco's quality standards, Entity shall immediately cease all use thereof.

2.4.3.3 The obligations and limitations in this 2.4.3 survive the termination or expiration of the Entity's membership agreement with Cisco.

2.4.4 Cisco's Policy on Privacy

REVISED AND POSTED AS OF JUNE 2, 2010. Please note this version does not substantively change the way we treat personal information compared to the previous version of the privacy statement available [here](#).

Cisco Systems, Inc. and its subsidiaries (including Cisco Consumer Products LLC, Cisco WebEx LLC, and Pure Digital Technologies LLC) (collectively "Cisco") are committed to protecting your privacy and ensuring you have a positive experience on our websites and in using our products and services.

<http://www.cisco.com/web/siteassets/legal/privacy.html>



PART THREE: ADDITIONAL INFORMATION

3.1 Continuous Improvement of Educational Quality

Quality of education is important to Cisco, educators, and the students they teach. To ensure the high quality and consistent delivery of the Cisco Networking Academy curriculum and maximize student success, Cisco continues to invest further in quality-focused resources, tools, and systems.

Upon joining Cisco Networking Academy, each Cisco Academy is provided with tools that enable the academy to monitor their own performance and sustainability. The performance of the academy is also monitored by Cisco NetAcad Quality Team. The continuous improvement approach in quality of education has the following components:

- Academies are encouraged to share best practices with the community using the opportunities and tools provided by Cisco.
- Academies are ensured to have the operational support they need through alignment with Academy Support Centers.
- Academies are enabled to monitor their own performance by monitoring their quality metrics with Academy Success Dashboard and other tools, thus providing a basis for informed decision making and fostering continuous improvement.
- The value to students of Cisco certificate of course completion is ensured by investigating cases of policy noncompliance.

Each Cisco Academy must assign the role of NetAcad Success Lead to an individual at the academy. The NetAcad Success Lead is the main point of contact for quality related issues at Cisco Academy and is responsible for reviewing the Cisco Academy's quality metrics (see below) regularly, which will be available via the NetAcad Success Lead's Manage homepage. The NetAcad Success Lead and instructors have the responsibility for contacting their Academy Support Center for any program or operational questions and/or their Instructor Training Center or Support Desk with any technical related questions.

3.1.1 Quality Reporting

Academies are provided information about their performance using dedicated tools and reports. Some selected quality metrics that the Academy controls are compiled into the "Academy Success Dashboard" and is available for the NetAcad Contact and NetAcad Success Lead. These quality metrics are composed of results from completed course feedback forms and data entered into Academy Connection and the online grade book.

The Academy Success Dashboard presents quality metrics that measure and demonstrate academy performance related to the following:

1. Consistent delivery of the Cisco Networking Academy curriculum
2. Student outcomes
3. Instructional excellence and student satisfaction with course offerings

The performance of the Cisco Academy is monitored by the Cisco NetAcad Quality Team to encourage sharing best practices where appropriate, and to ensure support is received where needed. NetAcad Success Leads may be contacted when an academy has exceptionally high or low performance with respect to the selected metrics. In cases where low performance is an issue, remedial action may be suggested for a given period of time, after which the progress of the academy is reevaluated by Cisco. The academy may be advised to switch to a different curriculum or may be decommissioned if there are consistent problems related to low quality of education.



3.1.2 Decommissioning

If a Cisco Academy is not in compliance with the policies included in this guide, and a Cisco representative approves its decommissioning, the following steps will occur:

- No new classes or new service offerings may be added to the learning/academy management system, and all future classes without students will be disabled.
- The NetAcad Contact and NetAcad Success Lead will receive notice 30 days prior to decommissioning.
- Cisco Academy will be removed from the Academy locator.
- Cisco Academy will not have presence or access to the Cisco Networking Academy community for a year, and additional students cannot be added to classes.

3.1.3 Inactive Status

If a Cisco Academy does not offer a class for 24 months, or if an Academy Support Center or Instructor Training Center do not offer services for 12 months they will be deemed inactive.

Inactive status means that the institution will no longer be visible on the Academy locator, and the institution will not be allowed to offer services without contacting the Global Support Desk to be reactivated.

Becoming inactive is not a punitive measure. It is a means to keep the Academy Locator up to date so that students and entities in need of services or support are easily able to find institutions that are offering services. In order to become active again, the institution should contact the Global Support Desk.

3.2 Recognition

Recognition is vitally important to the growth and well-being of the Cisco Networking Academy community, and an integral part of a program that relies on external partners to deliver high quality products and services. The objective of the Cisco Networking Academy recognition program is to provide a globally consistent way of recognizing the Cisco Networking Academy community. Cisco will provide a common set of guidelines, data, and tools to recognize important milestones and achievements of the Cisco Networking Academy community. This program will focus on the following areas:

- Meeting and exceeding quality policies
- Demonstrating high performance and special effort
- Instructor professional development
- Collaboration and Operational Excellence
- Years of service
- Collaboration
- Leadership

3.3 Instructor Training Policies and Guidelines

3.3.1 Cisco Networking Academy Instructor* Qualification Process

**Please note, in this document instructor refers to an individual who trains students. Instructor trainers teach NetAcad Instructors. (For more information about instructor trainers, see below.)*

Institutions participating in Cisco Networking Academy determine which instructors are eligible to teach their students.

Academy Orientation

The Academy Orientation course is for instructors and administrators who are new to Cisco Networking



Academy to become more familiar with the benefits of membership. Course materials cover the online learning management system, best practices, and pedagogy. A NetAcad Instructor and Administrator must successfully complete the Academy Orientation course specific to their role in the program before creating student or instructor classes. The Orientation course can be completed either in a class environment or through self-paced instruction.

Training Process

Prior to training:

- Complete your registration.
- Download and review the course materials, Interactive Course Guide (ICG), and Instructor Resource Guide (IRG) two weeks before the training session.

During training:

- Actively participate in all activities, including online and classroom learning, labs, online assessments, and skills-based assessments

Course Completion Standards

In addition to the training session, each trainee must complete an online final exam and pass any associated hands-on, skills-based assessments (SBAs), or final course projects.

If all elements of the training are successfully completed but the SBA is not passed after two attempts, the trainer may arrange for the trainee to attempt the SBA a third time. The trainee should make this final attempt only after some additional study.

If distance from the training center is an issue, the trainer may arrange to have the third attempt of the SBA proctored at a different location by a qualified instructor who has passed the SBA and is not from the same academy as the trainee.

Instructor Fast Track Options

Instructor Fast Track (IFT) training is an opportunity to gain skills qualification with little or no instruction. This rigorous option is provided for instructors with requisite subject knowledge and skills who would not benefit from a full instructor training session.

Only candidates with prior subject matter knowledge can enroll in an IFT class. This prior knowledge is verified through one or more of the following methods:

- Specific and current industry certification
- Formal evidence of industry experience
- Formal evidence of teaching experience

All candidates who complete the IFT option must contact the Support Desk to waive in-class training requirements. The Support Desk will request proof of industry certification or evidence of industry experience or teaching experience. The Support Desk can be reached through the **Help** link on the learning management system or at webmaster@cisco.netacad.net.

New instructors must also complete the Academy Orientation course. Please note that the Academy Orientation course is separate from the IFT course.

The following industry certifications will satisfy the Fast Track subject matter knowledge verification requirements:



IFT Curricula/ Course	Industry Certification
CCNA Discovery Course 1&2	CCENT
CCNA Discovery, CCNA Exploration (all 4 courses)	CCNA
CCNP	CCNP
IT Essentials: PC Hardware and Software	CompTIA A+, EUCIP IT Administrator

Course Completion Standards

Each qualified trainee must complete a skills-based assessment (SBA) and complete a Case Study.

Continuing education guidelines

Cisco Academy instructors are expected and encouraged to pursue continuing education opportunities. Instructors are encouraged to complete a minimum of four hours of training annually.

3.4 Terms and Definitions

Academy: See Cisco Academy.

Academy Connection: Refers to the Cisco Networking Academy Management System (CNAMS); <http://www.cisco.com/web/learning/netacad/index.html>

Academy Support Advisor: Person who works at the Academy Support Center and is responsible for supporting associated Cisco Academies.

Academy Support Center: Provider of baseline support; partners with academies to promote a quality student experience, sustainability, and student success.

Academy Support Center Contact: Specific person at an Academy Support Center who is the main contact with Cisco regarding baseline operational support services, general communications, and feedback. Responsibilities include:

- Identify correct institutional administrator to sign online Academy Support Center Membership Agreement
- Respond to community ratings and comments

Area Academy Manager: Cisco-affiliated person responsible for Cisco Networking Academy program in a specific geographical area.

Cisco NetAcad Quality Team: Point of contact for Cisco Academy quality.

Cisco: Refers to Cisco Systems, Inc@.

Cisco Academy: Organization that teaches students necessary networking principles and skills using the Cisco Networking Academy curriculum and tools, in an effort to improve their career and economic opportunities.

Cisco NetAcad Technical Manager: Cisco-affiliated person responsible for performing specific functions on behalf of Cisco.

Course Material: Refers to all educational material, including curriculum, lab exercises, teachers' guides, and similar material made available to Cisco Academy by Cisco for use in the Program.



Curriculum: Web-based courses of study provided by Cisco as part of the Program for the purpose of classroom instruction.

Guideline: Recommendation for institutions to improve performance.

Instructor: See NetAcad Instructor.

Instructor Trainer: Person affiliated with at least one Instructor Training Center who is approved to train instructors.

Instructor Training Center: Entity that provides training for (and approves) new instructors, and also provides them with technical support for one year after their initial training. May also provide ongoing instructor professional development (IPD).

Instructor Training Center Contact: Specific person at an Instructor Training Center who is the main contact with Cisco regarding quality, general communications, and feedback. Responsibilities include:

- Identify correct institutional administrator to sign online Instructor Training Center Membership Agreement
- Respond to community ratings and comments

NetAcad Contact: Specific person at a Cisco Academy who is the main contact for Cisco regarding quality, general communications, and feedback. Responsibilities include:

- Secure correct institution administrator to sign the online Cisco Network Academy membership agreement
- Respond to community ratings and comments from partners with Cisco to administer an annual customer satisfaction survey

NetAcad Instructor: Individual responsible for the instruction of a Cisco Networking Academy course at a Cisco Academy. A NetAcad Instructor teaches students.

NetAcad Success Lead: Person within each Cisco Academy who works with Cisco on all quality and Academy sustainability matters. The Success Lead will:

- Be familiar with Cisco Academy required policy and procedures
- Review data annually and recommend improvements to their academy using Academy success dashboard and other related tools
- Partner with their Cisco Quality Manager to ensure recommended improvements from Cisco are implemented

NetAcad Staff: Person(s) at an academy who provide(s) administrative support and leadership.

Policy: Requirement for institutions detailed in the Cisco Networking Academy Membership Guide, that community members are required to adhere to as part of their Membership Agreement.





June 4, 2012

Coast Community College District (OCC School of Sailing and Seamanship)
1801 W. Pacific Coast Hwy
Newport Beach, CA 92663

Attn: Sheri Crowe

Re: *Landscape Maintenance Bid Proposal – Coast Community College District (OCC School of Sailing and Seamanship)*

Dear Sheri:

On behalf of Pinnacle Landscape Company, we are happy to furnish you with our bid proposal to provide Monthly Landscape Services for **\$150.00** monthly, for the property known as **Coast Community College District (OCC School of Sailing and Seamanship)**. ***Our proposal is based on the attached Exhibit "A" Landscape Maintenance Specifications***

Please contact Amy Strobel at (714) 795-9604 or email: amy@pinnaclelandscape.co should you have any questions pertaining to the contract or Scope of Work.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amy Strobel', positioned above a circular logo for Pinnacle Landscape Company.

Amy Strobel
Corporate Partnerships Manager

******This proposal is void if not accepted in writing 30 days from the bid date.**





MONTHLY LANDSCAPE PRICE AGREEMENT

OWNER:	Coast Community College District (OCC School of Sailing and Seamanship)	OWNER'S AGENT/ REPRESENTATIVE:	
ADDRESS:	1801 W. PACIFIC COAST HIGHWAY	ADDRESS:	
CITY, STATE, ZIP:	Newport Beach, CA 92663	CITY, STATE, ZIP:	
CONTACT PERSON:	Sheri Crowe	CONTACT PERSON:	
PHONE NUMBER:	949-645-9412	PHONE NUMBER:	
FAX:	949-645-1859	FAX:	
MOBILE:		MOBILE:	
EMAIL:	sherl@occsailing.com	EMAIL:	

"Contractor": Pinnacle Holdings Group Inc., dba Pinnacle Landscape Company

"Contractor" Address: 2200 South Fairview Street, Santa Ana, CA 92704

Corporate Customer Support: Amy Strobel Contact Number: (714) 795-9604

Corporate Fax Number: (714) 957-3168

This agreement is made and entered into on this date **4 June 2012** between **PINNACLE HOLDINGS GROUP, INC D.B.A. PINNACLE LANDSCAPE COMPANY**, hereinafter referred to as "Contractor", and **COAST COMMUNITY COLLEGE DISTRICT (OCC SCHOOL OF SAILING AND SEAMANSHIP)** hereinafter referred to as "Owner" and/or "Owner's Agent/Representative", and sets forth the following terms and conditions that are to be agreed upon by execution of this landscape price agreement.

The parties agree as follows:

1. THE CONTRACT

The contract includes the attached Exhibits "A" (Landscape Maintenance Specifications) and "B" (Property Site Map Included if "Owner" and/or "Owner's Agent/Representative", supplies map) and represents the entire and integrated agreement between both the parties and supersedes prior negotiations, representations, or agreements, either written or oral. This contract may be amended or modified only by a written and executed change order by both parties.

2. LOCATION OF WORK

All Work performed will be in accordance with the terms and conditions of this agreement as it relates to the following job name and address:

Job Name: *Coast Community College District (OCC School of Sailing and Seamanship)*

Physical Job Address: 1801 West Coast Highway, Newport Beach, CA 92663

3. THE WORK

The term "Work" means the services and/or construction required by the contract documents, and includes all labor, materials, equipment, and services provided by the "Contractor" to fulfill the "Contractor's obligations in Exhibit "A" (Landscape Maintenance Specifications).

4. SCOPE OF SERVICES

"Contractor" shall provide all labor, materials, equipment, and supervision for the prosecution of and completion of the landscape maintenance described in detail in Exhibit "A" (Landscape Maintenance Specifications) and "B" (Property Site Map Included if "Owner" and/or "Owner's Agent/Representative", supplies map) attached as an integral part of this agreement. **Our proposal is based on our original visit, if current "Contractor" fails to maintain scope of work within their cancellation period, a clean up fee may be warranted.**

5. CHANGES IN WORK

The "Owner" and/or "Owner's Agent/Representative", may from time to time, without invalidating this agreement order such extra work, additions, alterations, omissions, or other modifications in the work otherwise covered by this agreement. Such changes shall be valid only on written fully executed change orders and/or sales orders that state the nature of the extra work and the amount to be paid for such work (NO VERBAL APPROVALS WILL BE ACCEPTED). This will have no effect on the terms and conditions of this agreement.

6. PRICE TO BE PAID

"Contractor" will invoice *Coast Community College District (OCC School of Sailing and Seamanship)* "Owner" and/or "Owner's Agent/Representative", **ONE HUNDRED AND FIFTY DOLLARS AND XX.00** for work performed on a monthly basis, this price shall remain in effect for **one year** upon acceptance. "CONTRACTOR" shall provide the client with a monthly invoice on the first day of each contractual service month representing the monthly installment due for that month; **ALL INVOICES ARE DUE AND PAYABLE 10 DAYS UPON RECEIPT OF INVOICE.** This price is a flat monthly fee and is not altered by holidays or unusual weather conditions or Acts of Nature. Charges remaining unpaid after forty five days (45) of the billing date shall bear interest at the rate of one and one-half (1.5%) percent per month or up to the maximum amount allowed by the State of California, whichever is greater. Returned checks are subject to a \$50.00 charge.

7. NON-PAYMENT

"If "Owner" and/or "Owner's Agent/Representative", fails to submit payment in a prompt or timely manner (sixty (60) days), for work performed on a monthly basis, "Owner" and/or "Owner's Agent/Representative", will be considered in default and/or breach of agreement. Contractor" may have option to suspend and/or terminate services immediately and seek payment.

8. TERM OF THE AGREEMENT

This Agreement shall become effective on **JULY 1, 2012** (Date Work Commences) and shall remain in effect as a month-to-month agreement. Therefore, this agreement shall remain in full force and affect unless and until terminated by either party by providing the other party with thirty (30) day advance written notice or if the property is sold. Written notice **must be received** by U.S. certified mail to **2200 South Fairview Street, Santa Ana, CA 92704, Attention Customer Support** or e-mail to **rachel@pinnaclelandscape.co** otherwise; "Owner" and/or "Owner's Agent/Representative" may continue to be billed for said services. Upon termination of contract, all outstanding invoices must be paid within 15 days.

9. MINIMUM WAGE LAW

A mandated increase in the state and/or federal government's minimum wage rate will automatically result in an offsetting increase to this contract of seven percent (7%) for each fifty cents (.50) of said hourly increase.



10. CONTRACT RENEWAL

Prior to the end of the contract term "Contractor" shall send "Owner" and/or "Owner's Agent/Representative" a notice of contract renewal ("Renewal Notice") which will contain any modifications to the contract terms and may be subject to change due to inflation, including, but not limited to the following: Cost of living increase, the cost of fuel, insurance, and workers compensation of no less than five (5) percent and no more than ten (10) percent may be added to the renewal contract, after a thirty-day notification has been given to the "Owner" and/or "Owner's Agent/Representative". If, upon receipt of the renewal notice, "Owner" and/or "Owner's Agent/Representative" elects not to renew the contract, then "Owner" and/or "Owner's Agent/Representative" shall provide written notice, as required above, to "Contractor" within 30 days of the date of the Renewal Notice. If "Owner" and/or "Owner's Agent/Representative" fails to provide such notice, then the contract shall renew automatically, and any modifications to the contract contained in the Renewal Contract shall be in full force and effect.

11. CONTRACT CANCELLATION

If "Owner" and/or "Owner's Agent/Representative" desires to cancel this contract prior to fulfilling the term of agreement, it will be for specifics related to the contractual scope of work only, and an itemization of those deficiencies shall accompany the written notice of cancellation. The "Contractor" shall have a maximum of fifteen days to correct such itemized deficiencies. If corrections have been completed within this grace period, the written notice of cancellation shall be considered withdrawn and canceled with the terms and stipulations of this Contract continuing uninterrupted. Upon termination of contract, all outstanding invoices must be paid within 15 days.

12. TRANSFER OF PROPERTY

This Agreement shall automatically terminate upon the transfer or conveyance of the property by "Owner" whether or not such a transfer is voluntary or involuntary. It is incumbent upon the "Owner" and/or "Owner's Agent/Representative", to notify "Contractor" of such a transfer. If "Owner" and/or "Owner's Agent/Representative", fails to notify "Contractor" of such a transfer and work continues to be performed under this Agreement then the "Owner" and/or "Owner's Agent/Representative", will be responsible for the payment of such work. See line item # 8.

13. INDEPENDENT "CONTRACTOR"

In carrying out the provisions of this agreement, "Contractor" shall not be under the control or direction of the "Owner" and/or "Owner's Agent/Representative", in any way, except as to the result of the work to be done hereafter. "Contractor" to select his own employees, agents or servants and any such employees, agents and servants shall be and act under the exclusive and complete supervision and control of the "Contractor". "Contractor" hereby acknowledges his responsibility for the full payment of wages or other compensation of all employees, agents or servants engaged by him in the performance of the terms of this contract. It is the intent, of this Agreement, that the relation between "Owner" and/or "Owner's Agent/Representative", and "Contractor" shall solely be that of independent "Contractor" and that no relationship, of any sort, shall exist between the employees, agents, and servants of the "Contractor" and "Owner" and/or "Owner's Agent/Representative".

14. CITY, STATE, FEDERAL REGULATIONS

"Contractor" agrees to obtain all required permits, if any, to perform the services/work and shall furnish "Owner" and/or "Owner's Agent/Representative" with a copy of all such permits. "Contractor" shall, with regard to the services/work at all times comply with all local, state, and federal laws, ordinances, codes, regulations and decisions (including, without limitation, those regulating the use, water conservation, transportation, installation, disposal or notice of toxic or hazardous substances or materials), and any covenants, conditions or restrictions, and any regulations or decisions of a governing homeowners' association (if applicable), or related to the services/work at the Property. "Contractor" shall not be held responsible for condition of said property under above said ordinances, codes, regulations and decisions, but will best accommodate appearance of property, under such restrictions or regulations.

15. DAMAGE

"Contractor" is exempt from any liability or obligation for cost to repair damages or personal injuries arising, by Acts of Nature, such as earthquake, wind, storm, hail, Tsunami, tornados, water spouts, fire, freezing, flood, power outages war, strike, riot, crime, terrorism, domesticated & non-domesticated animals. Vandalism, theft, and car accidents are considered some other willful acts over which "Contractor" has not any control and is, therefore, exempt from any and or all financial responsibilities.

16. INSURANCE

"Contractor" shall keep, in force, during the life of the Agreement, at "Contractor's" sole cost and expense, the following insurance policies. General Liability Insurance – "Contractor" shall maintain a policy, which shall protect "Owner" and/or "Owner's Agent/Representative" against any liability imposed by law for damages, or injuries, to property or for bodily injuries, including death, suffered or claimed by or have been suffered by reason or in consequence of any act of omission of any employee or agent of "Contractor". The General Liability, under such insurance, shall not be less than \$1,000,000 per occurrence. Vehicle Insurance – shall not be less than \$1,000,000 Combined Single Limit. Workman's Compensation Insurance – "Contractor" shall maintain statutory insurance for the protection of himself and his employees. Statutory limits for each accident, disease policy limit and disease – each employee is \$1,000,000. The excess liability is \$5,000,000. "Contractor" agrees to provide insurance certificates naming the "Owner" and/or "Owner's Agent/Representative" as Additional Insured if requested, and will promptly notify "Owner" and/or "Owner's Agent/Representative" regarding any changes in current coverage's, such as lapses, cancellations or carriers. Should the insurance requirements exceed the above; Pinnacle Landscape Company will bill "Owner" and/or "Owner's Agent/Representative", for any additional costs incurred because of said requirements or "Owner" and/or "Owner's Agent/Representative" may issue to "Contractor" a waiver for above stated coverage's. Pinnacle Landscape Company is not obligated to participate in or be member in any third party risk management and/or compliance programs you engage in, if Pinnacle should be required to participate, "Owner" and/or "Owner's Agent/Representative" agrees to reimburse Pinnacle Landscape Company for any and all fees for such membership or membership renewals.

17. INDEMNIFICATION AGREEMENT

"Contractor" agrees to indemnify, defend and save harmless the "Owner" and/or "Owner's Agent/Representative", or persons occupying the above described premises, and such other persons or corporation as may be designated, by "Owner" and/or "Owner's Agent/Representative", for any and all loss, liability, damage, claims or demands of employees, agents and servants of the "Contractor", or of all persons arising out of or incidental to the performance of any of the provisions hereof, including but not limited to injured including death, incurred while in, or on the premises or while going to or from said premises.

18. CONFIDENTIALITY

"Contractor" recognizes and acknowledges that this Agreement creates a confidential relationship between "Contractor" and Owner and that information concerning Owner's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information".

19. DISPUTE RESOLUTION

1. **MEDIATION:** If a dispute arises out of or relates to this Agreement or the breach thereof, or any resulting transaction, the parties agree to try in good faith to settle the dispute by mediation in California Counties. If the parties are unable to agree upon a mediator within 15 days of a request in writing by one party for mediation, at the request of either party the American Arbitration "Owner" and/or "Owner's Agent/Representative" (the AAA) under its Commercial Arbitration Rules and Mediation Procedures shall administer mediation. The fees of the mediator and any associated administration costs of the mediation shall be shared equally by both parties. Time being of the essence, mediation must be



completed within 60 days of a request for mediation, provided, however, that if mediation is administered by AAA, mediation must be completed within 75 days of the original notice. Mediation shall be a condition precedent to arbitration under subpart B of this Section 14. If any party fails to comply with this mediation clause, it shall pay to the other party \$10,000.00 in liquidated damages. The parties agree that failure to comply with this mediation clause will result in damages difficult to quantify and that the liquidated sum set forth above is a reasonable estimate of damages likely to be incurred. The parties further agree that the liquidated damages sum set forth herein shall be the exclusive remedy for any failure of a party to comply with this Section A. The parties hereby waive any other claims, defenses or motions arising out of any failure of a party to comply with this mediation clause, including, without limitation, any claims that the arbitration should be stayed pending mediation, that the arbitration may not be compelled because of a failure to mediate, or that the arbitration process has been waived.

2. **ARBITRATION OF DISPUTES:** The parties agree that any dispute or claim in law or equity arising between them under this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by binding arbitration conducted in the county in which work is performed, under the Commercial Arbitration Rules and Mediation Procedures of AAA (the "Rules") before a single arbitrator. After a party fills a demand for arbitration with AAA, the parties shall have 15 days to select an arbitrator by mutual agreement. If no arbitrator is selected within such 15-day period, either party may request that the arbitrator be selected according to the procedures set forth in the Rules. In the case where there is no claim for damages or the claim is for less than \$100,000, the expedited procedures of the Rules shall be applicable. A party shall be entitled to take the testimony of witnesses for presentation on its behalf at the final hearing in the arbitration but no discovery shall be had other than by leave of the arbitrator taking into account the gravity and complexity of the claim or dispute; provided, however, that a party shall in any event be entitled to a request for documents from the other party and to depose the custodian of the documents and to take the testimony by deposition of two witnesses for discovery purposes. Electronic discovery other than of e-mails and their attachments shall not be permitted. Judgment upon the award of the arbitrator may be entered and enforced by any court having jurisdiction over the parties.

20. **LEGAL FEES**

Should it be necessary for either party to file suit to enforce the provisions of this agreement, or breach hereof or if the matter is arbitrated, the party prevailing in such action, shall be entitled to reasonable attorney fees and costs as part of any judgments rendered therein.

21. **APPLICABLE LAW**

All matters relating to the validity, performance, interpretation, or construction of this agreement shall be governed by the laws of the State of California.

22. **OWNER'S AGENT/REPRESENTATIVE**

The OWNER designates the following person(s) to act on OWNERS behalf:

Name/Title _____	Email _____
Phone _____	Fax _____
Name/Title _____	Email _____
Phone _____	Fax _____

In the event that above authorized agent has changed, a written notification to "Contractor" shall be delivered in a timely manner of such addition/deletion of authorized representative.

23. **BILLING INFORMATION**

Please provide accounts payable information for submitting billing invoices:

Accounts Payable Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact #: (____) _____ Fax #: (____) _____

24. **DELIVERY OF AGREEMENT:** This Contract may be executed in any number of counterparts. Delivery of this Contract via facsimile and/or e-mail shall be binding on the party delivering this contract by either medium.

25. **ACCEPTANCE**

This agreement and its exhibits constitute the entire understanding of the parties and supersede any prior proposals, contracts, understanding, and agreements.

"Owner":		"Contractor":	<i>Pinnacle Holdings Group Inc., d.b.a. Pinnacle Landscape Company</i>
Signature:		Signature:	
Name/Title:		Name/Title:	CADEN GEBHARD, CHIEF EXECUTIVE OFFICER/OWNER
Date:		Date:	

State of California "Contractor's #: C27-835710



EXHIBIT "A"

1. LANDSCAPE MAINTENANCE SPECIFICATIONS

1.1.1. GENERAL

- 1.1.1.1. It is the intention of these specifications to provide for the highest level of quality in landscape maintenance. Methods and procedures shall be the most recently recommended, recognized and/or registered for the industry.
- 1.1.1.2. Pinnacle Landscape Company shall furnish all supervision, labor, materials and equipment necessary to complete the maintenance service, on and off, of the premises, as specified in the maintenance outline below. This includes procurements, off-site disposals, and travel time.

1.1.2. INSURANCE

1.1.2.1. Pinnacle Landscape Company is a fully licensed landscape company holding several supplemental licenses covering pest control, chemical applications, arborist certification and its personnel and equipment are fully insured. "Contractor" shall keep, in force, during the life of the Agreement, at his sole cost and expense, the following insurance policies. Property Damage and Liability Insurance – "Contractor" shall maintain a policy, which shall protect "Owner" and/or "Owner's Agent/Representative"/Property Physical Address against any liability imposed by law for damages, or injury, to property or for bodily injuries, including death, suffered or claimed by or has suffered by reason or in consequence of any act of omission of any employee or agent of "Contractor". The General Liability, under such insurance, shall not be less than \$1,000,000 per occurrence. Vehicle Insurance – shall not be less than \$1,000,000 Combined Single Limit. Workman's Compensation Insurance – "Contractor" shall maintain statutory insurance for the protection of himself and his employees. Statutory limits for each accident, disease policy limit and disease – each employee is \$1,000,000. "The excess liability is \$5,000,000." "Contractor" agrees to provide insurance certificates naming the "Owner" and/or "Owner's Agent/Representative" as Additional Insured, if requested and will promptly notify "Owner" and/or "Owner's Agent/Representative" regarding any changes in current coverage's, such as lapses, cancellations or carriers. Should the insurance requirements exceed the above, Pinnacle Landscape Company will bill owner/agent for any additional incurred as result of said requirements. Pinnacle Landscape Company is not obligated to participate in or be member in any third party risk management and/or compliance programs you engage in, if Pinnacle should be required to participate, "Owner" and/or "Owner's Agent/Representative", agrees to reimburse Pinnacle Landscape Company any fees for such membership.

NAIC#	INSURANCE COMPANY-COVERAGE	RATING
21687	Mid Century Insurance - Work Comp sensation	A XV
21709	Truck Insurance Exchange-Auto & Property Liability	A XV
26620	AXIS Surplus Insurance - General Liability	A XV
19445	National Union Fire Insurance Excess Liability	A-XV

Note: Ratings are subject to change with or without notice

1.1.3. CONTRACT AGREEMENT

1.1.3.1. Contract agreement and method of payment shall be as specified in the contract page. Should special needs be required, this agreement shall be amended to provide service to accommodate the "Owner", and/or "Owner's Agent/Representative" particular needs prior to signing of this agreement.

1.1.4. "CONTRACTOR" TO REPAIR DAMAGE

1.1.4.1. Any damage, scars or disfigurements caused solely by "Contractor" with no other contributing factors, to any material or property, constituting a part of or contained in said premises, resulting from the methods or materials used or employed by "Contractor" from the acts of his employees or agents. In fulfilling his duties there under and in accomplishing the proposed hereof, shall be promptly repaired and/or replaced by "Contractor" at his own cost.

1.1.5. CITY, STATE FEDERAL REGULATIONS

1.1.5.1. "Contractor" agrees to obtain all required permits, if any, to perform the services/work and shall furnish "Owner" and/or "Owner's Agent/Representative" with a copy of all such permits. "Contractor" shall, with regard to the services/work at all times comply with all local, state, and federal laws, ordinances, codes, regulations and decisions (including, without limitation, those regulating the use, water conservation, transportation, installation, disposal or notice of toxic or hazardous substances or materials), and any covenants, conditions or restrictions, and any regulations or decisions of a governing homeowners' association (if applicable), or related to the services/work at the Property. "Contractor" shall not be held responsible for condition of said property under above said ordinances, codes, regulations and decisions, but will best accommodate appearance of property, under such restrictions or regulations.

1.1.6. DAMAGE

1.1.6.1. "Contractor" is exempt from any liability or obligation for cost to repair damages or personal injuries arising, by Acts of Nature, such as earthquake, wind, storm, hail, Tsunami, tornados, water spouts, drought, fire, extreme heat, flood, power outages, war, strike, riot, crime, terrorism, domesticated & non-domesticated animals and freezing. Vandalism and theft, car accidents are considered some other willful acts over which "Contractor" has not any control and is, therefore, exempt from any and or all financial responsibilities. "Damage, Vandalism and Theft caused by those other than the "Contractor" are considered some other willful acts, over which "Contractor" has not any control, Owner" and/or "Owner's Agent/Representative", therefore; exempts "Contractor" from any and all financial responsibilities.



1.1.7. HOLIDAYS

1.1.7.1. Pinnacle Landscape Company observes both State and Federal holidays including but not limited to: New Year's Eve, New Year's Day, Good Friday, Easter Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day, as the holiday days may fluctuate year to year, day of service may be altered. Rain days or any acts as such are to be considered Acts of Nature and Pinnacle Landscape Company will NOT be subject/required to make up such days

1.1.8. LICENSE INFORMATION

1.1.8.1. *State of California "Contractor's #C27-835710"*

1.1.8.2. *State of California Department of Pesticide Regulation License # 0142800000*

1.1.8.3. *State of California Tax ID# 461-7178-1*

1.1.8.4. *Federal Tax ID# 88-0455967.*

2. KNOWLEDGE OF PROJECT AND MAINTENANCE PLAN

2.1.1. KNOWLEDGE OF PROJECT

2.1.1.1. Landscape "Contractor" shall become fully familiar with property during the first 60 days after the time the contract commences. Specific attention shall be focused on, but not limited to, the following areas: (1) general terrain and elevation changes; (2) urban forest i.e. mature trees and condition of trees; (3) shrubs and groundcovers overall condition; (4) Soils and fertility of conditions; (5) Irrigation systems age and efficiency level; including the evaluation of run-off and inefficient coverage of sprinkler heads; (6) Pest and disease problems, past and present, affecting the plants.

2.1.1.2. Upon request, "Landscape Contractor" will provide one (1) Quarterly Visit, to meet with Representatives to discuss previous quarter activities and the next quarter maintenance plan. Any additional meeting requests must be scheduled in advance at least two (2) weeks prior, to set a mutual meeting date.

2.1.2. INITIAL INVENTORY OF CONCERN

2.1.2.1. "Contractor" shall develop an inventory of concerns regarding existing conditions for all landscape facilities. This inventory shall itemize any deficiencies in plant materials, irrigation systems, and/or other features related to the landscape. An action item list may be developed to address any or all of the items of concern. "Contractor" shall provide correction services to any such items approved by the "Owner" and/or "Owner's Agent/Representative" (in writing) as a sale's extra to this contract in accordance with the labor and materials costs listed in the sales contract. Anything not listed in the inventory list shall be considered satisfactory in condition to the "Contractor" and shall not be considered a reason for problems in performance by the "Contractor". Pinnacle Landscape Company is not responsible for pre-existing conditions, problems, issues prior to commencement date of agreement start date.

2.1.3. DRESS CODE

2.1.3.1. For the purpose of employee, identification for all personnel working on the property, the "Contractor" shall provide uniforms and/or all employees shall wear other employee identification and uniforms at all times that, they are on site.

2.1.4. WATER MANAGEMENT CONCEPTS

2.1.4.1. Water management techniques will be based on the State of California's AB325 Landscape Water Ordinance requirements as specified by the local water purveyor. Allocation variations are subject to drought or unusually wet conditions and to conservation measures.

3. MAINTENANCE MANAGEMENT

3.1.1. LAWN MAINTENANCE

3.1.1.1. **MOWING** - the height of the turf is determined by type of turf and seasonal conditions.

3.1.1.2. **EDGING** - lawn borders along sidewalks will be edged on a regular basis with mowing schedule. Lawn borders along flowerbeds will be edged bi-weekly.

3.1.1.3. **FERTILIZING** -all turf grasses, shall be fertilized four (4) times per year, utilizing the appropriate fertilizer at *no additional cost (Extra Fertilization which has been requested will be charged as an extra* Contractor" will submit a proposal and upon written approval by "Owner" and/or "Owner's Agent/Representative", work will be scheduled.

3.1.1.4. **AERATION OR DE-THATCHING**- "CONTRACTOR" will submit a proposal and upon written approval by owner, work will be scheduled.



3.1.2. GROUND COVER MAINTENANCE

- 3.1.2.1. "Contractor" shall trim and edge all ground covers as needed
- 3.1.2.2. Beds to be weeded and cleaned of all debris on a regular basis to maintain a neat and clean appearance.

3.1.3. TREE MAINTENANCE & MANAGEMENT

- 3.1.3.1. Minor tree pruning, such as removing branches that create obstructions or may damage structures, will be removed by use of pole pruner, from the ground up to fifteen (15) feet. Any branches needing removal, which requires being "off the ground", "Contractor" will submit a proposal and upon written approval by "Owner" and/or "Owner's Agent/Representative", work will be scheduled.
- 3.1.3.2. All class C-1 tree trimming, above fifteen (15) feet, (in accordance with ISA standards), which includes lacing and thinning of the entire tree crown will be charged extra. "Contractor" will submit a proposal and upon written approval by "Owner" and/or "Owner's Agent/Representative", work will be scheduled.
- 3.1.3.3. "Contractor" shall be responsible to properly fertilize and irrigate all trees in common areas throughout the project, *at no additional charge* to "Owner" and/or "Owner's Agent/Representative". *All other non-common areas*, "Contractor" will submit a proposal and upon written approval by "Owner" and/or "Owner's Agent/Representative", work will be scheduled.
- 3.1.3.4. Trees will be staked on an as needed basis to support desired growth and development. Cost of tree stakes and ties to be paid for by "Owner" and/or "Owner's Agent/Representative"

3.1.4. SHRUB MANAGEMENT

- 3.1.4.1. Shrub shall be pruned regularly to contain their size in respect to species, size of planter and relative to surroundings, and to the best health of the plant.
- 3.1.4.2. Shrub beds shall be edged and weeded on a monthly basis
- 3.1.4.3. Shrub beds shall be fertilized two (2) times per year, *no additional cost*.

3.1.5. INTERGRATED PEST MANAGEMENT

- 3.1.5.1. General weed control in planters, edges, fences, tree wells, hardscape, and turf will be included in the contract amount, *Only pests directly detrimental to plant health will be treated under contract*.
- 3.1.5.2. Turf, Planter & Slope Pre-Emergence herbicide, Diseases Control, Insect & Mite Control, Tree Injections, Snail Control, Mice, Gopher & Ground Squirrel, Rabbit & Deer Repellants, Tree Injections, Olive control with plant growth regulator, Plant growth regulator and Specialized fertilizer/amending, "Contractor" will submit a proposal and upon written approval by "Owner" and/or "Owner's Agent/Representative", work will be scheduled.
- 3.1.5.3. Any pre-existing infestation and/or unforeseen infestation shall be controlled on a time and material basis, by separate proposal and upon written approval by "Owner" and/or "Owner's Agent/Representative" work will be scheduled. Refer to section 2.1.2.1.

3.1.6. IRRIGATION SYSTEM MAINTENANCE

- 3.1.6.1. "Contractor" shall administer appropriate irrigation of all turf, shrub, trees, flowerbeds, and slopes.
- 3.1.6.2. "Contractor" shall adjust irrigation schedule for seasonal and special conditions such as rainfall, wind, temperatures, exposures, etc.
- 3.1.6.3. "Contractor" will inspect and adjust all irrigation heads and components for coverage and adjustment. Complete irrigation system inspection for routine repairs will be performed on a monthly basis.
- 3.1.6.4. "Contractor", when and if possible, will adjust heads, to prevent overspray on buildings, sidewalks or other un-landscaped areas.
- 3.1.6.5. Should poor coverage of localized areas become evident, "Contractor" will submit proposal for remedy recommendation and upon written approval by "Owner" and/or "Owner's Agent/Representative" work will be scheduled.
- 3.1.6.6. "Contractor" shall not be held responsible for damage of any kind, due to malfunction of an irrigation system, including but not limited to structural damage or Acts of Nature.



3.1.6.7. Repair or replacement of irrigation system components to be invoiced as time and material, which can include damages caused by other services, vandalism or Acts of Nature. This agreement represents authorization to repair/replace minor irrigation components without prior approval to alleviate further damages and/or waste on property. Invoice will be submitted to "Owner" and/or "Owner's Agent/Representative", for payment. ALL INVOICES ARE DUE AND PAYABLE 10 DAYS UPON RECEIPT OF INVOICE.

3.1.6.8. Any all-major and/or pre-existing irrigation conditions shall be repaired on a time and material basis, by separate proposal and upon written approval by "Owner" and/or "Owner's Agent/Representative" work will be scheduled. Refer to section 2.1.2.1.

3.1.7. SEASONAL COLOR AND HIGH VISUAL IMPACT AREAS

3.1.7.1. The "Contractor" shall maintain all seasonal color beds in such a manner as to promote full blooming on a continual basis as much as possible or weather permitting and keep high visual impact areas weed and debris free as much as possible. Installed color is not warranted.

4. EXTRA WORK

4.1.1.1. Duties that require the services of a technician such as irrigation technician, arborist, spray technician, horticulturalist, and pest control advisor, etc. will be invoiced as an extra. "Contractor" will submit proposal, and upon written approval by "Owner" and/or "Owner's Agent/Representative", work will be scheduled. ALL INVOICES ARE DUE AND PAYABLE 10 DAYS UPON RECEIPT OF INVOICE.

4.1.1.2. Special fertilization, soil testing, plant tissue testing, pest control, and tree pruning. "CONTRACTOR" will submit a proposal for any extra work projects, and upon written approval by "Owner" and/or "Owner's Agent/Representative" work will be scheduled. ALL INVOICES ARE DUE AND PAYABLE 10 DAYS UPON RECEIPT OF INVOICE.

4.1.1.3. Extra work that is billed on a time and materials basis shall be billed agreed upon in writing. "Contractor" will submit proposal for remedy recommendation and upon written approval by "Owner" and/or "Owner's Agent/Representative" work will be scheduled. ALL INVOICES ARE DUE AND PAYABLE 10 DAYS UPON RECEIPT OF INVOICE.

4.1.1.4. Upon property "Owner" and/or "Owner's Agent/Representative" request and/or "Contractor's recommendation, installation of new plant material replacement or removal of trees, shrubs or ground covers, and/or the renovation of same shall be considered extra work and will require separate written sales contract. "Contractor" will submit proposal for remedy recommendation and upon written approval by "Owner" and/or "Owner's Agent/Representative" work will be scheduled. ALL INVOICES ARE DUE AND PAYABLE 10 DAYS UPON RECEIPT OF INVOICE.

4.1.1.5. For any items not covered under the terms and conditions of this agreement, "Contractor" will submit a proposal for any extra work projects and upon written approval by "Owner" and/or "Owner's Agent/Representative", work will be scheduled. ALL INVOICES ARE DUE AND PAYABLE 10 DAYS UPON RECEIPT OF INVOICE.

4.1.2. TRASH REMOVAL

4.1.2.1. All landscape debris accumulated because of maintenance operations shall be removed from the site at no additional cost to the "Owner" and/or "Owner's Agent/Representative". Any other removals shall be charged as an extra, "Contractor" will submit a proposal for any extra work projects, and upon written approval by "Owner" and/or "Owner's Agent/Representative" work will be scheduled. ALL INVOICES ARE DUE AND PAYABLE 10 DAYS UPON RECEIPT OF INVOICE.

4.1.3. EMERGENCY SERVICE

4.1.3.1. "Contractor" shall provide emergency service and respond to calls outside of normal business hours, at a rate of \$65.00 per hour, port to port. Equipment and materials will be billed separately to "Owner" and/or "Owner's Agent/Representative". (Normal business hours are Monday-Friday, 7:00 a.m. to 4:00 p.m.).

4.1.3.2. After Hours Emergency Response Team, number is (714) 434-7472.

5. SERVICE REQUESTS/WORK ORDERS

5.1.1.1. For any Service Requests/Work Orders, "Owner" and/or "Owner's Agent/Representative" will submit request(s) via E-mail to service@pinnaclelandscape.co or Fax to (714) 957-3168.



6. **SPECIAL CONDITIONS**

6.1.1.1. *Our initial proposal is based on our original visit, if current "Contractor" fails to maintain scope of work within their cancellation period, a clean up fee may be warranted.*

Pinnacle recommends the "Owner" and/or "Owner's Agent/Representative" establishes a working monthly budget for services required beyond routine maintenance duties (i.e.: planting, irrigation repairs, pest control, etc.).

IF THE "OWNER" AND/OR "OWNER'S AGENT/REPRESENTATIVE" HAVE REVIEWED AND ACCEPTED THE TERMS AND CONDITIONS OF THE EXHIBIT "A" EXHIBIT "A" REVIEWED, APPROVED AND ACCEPTED BY:

PRINT/NAME

TITLE

SIGNATURE

DATE:





Contract Processing Procedures:

Attached please find a Bid Proposal, Landscape Contract, and Exhibit "A" for your review. If this meets with your approval and all information is correct, please complete sections #22, #23 & #25 of the contract, fill in any missing information or "N/A", execute, & return to Amy Strobel, at amy@pinnaclelandscape.co or fax (714) 434-7492 and she will return to you a fully executed copy for your records. (If there should be any corrections please, cross out incorrect info and put in new information, fax back to the office and we will revise contract and get back to you). Should you have further questions, please do not hesitate to contact me.

We appreciate your time and assistance in advance!

**INTERNATIONAL CONTRACT EDUCATION
MARKETING, OUTREACH AND RELATIONSHIP DEVELOPMENT
CONSULTANT AGREEMENT**

Between

**COAST COMMUNITY COLLEGE DISTRICT
(Coastline Community College)**

And

TIMES MEDIA Co., Ltd.

This INTERNATIONAL CONTRACT EDUCATION MARKETING, OUTREACH AND RELATIONSHIP DEVELOPMENT CONSULTANT AGREEMENT (hereinafter "**Agreement**") is entered into by the COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE), a California public education entity, (hereinafter "**District**"), and TIMES MEDIA CO., LTD., a Korean English Language Academy (hereinafter "**Consultant**"). District and Consultant may be referred to herein individually as "Party", and collectively as "Parties".

WHEREAS the District, pursuant to California Education Code 78021, may establish contract education programs within or outside the State of California by written agreement with public or private entities, including corporations, associations, or any other persons or bodies to provide specific educational or training services to meet the specific needs of these bodies; and

WHEREAS the District has developed an international higher education program, known as Education Bound United States (hereinafter "CCC-EBUS" or "EBUS"), which the District desires to offer to foreign entities to meet their educational and training needs; and

WHEREAS, District's EBUS is intended to assist foreign students in preparing for success as international students seeking admission to the Coast Community College District and to other US higher education colleges and universities; and

WHEREAS, Consultant confirms that it has the requisite experience and skill necessary to expand EBUS by building international education relationships with Educational Partners through networking, collaboration, outreach, and in providing consulting services to District in the areas of educational services, fiscal and logistical operations, administration, marketing and recruitment,

THEREFORE, the District and Consultant hereby agree to contract under the following terms, rules of conduct, and obligations to each other as set forth in this Agreement:

I. Definitions

- a. Educational Partner: a foreign educational organization or institution that enrolls students at the high school or college level.
- b. Educational Services: Services such as counseling, math assessment, English assessment, English language instruction, college course instruction, and student activities.
- c. Educational Partner Standards (“EPS”): Minimum qualifying criteria determined by District to be used by Consultant when Consultant assesses the credentials and qualifications of potential Educational Partners.
- d. Program Services Proposal (“PSP”): A document created by District prescribing the educational services to be offered, and the terms and conditions set forth for the implementation, delivery, and cost of those services. Upon the development of fully executed ESA, the deliverables within the PSP shall be incorporated into the ESA as a defined Scope of Work for a particular program delivery.
- e. Educational Services Agreement (“ESA”): An Agreement that describes the obligations of District, Consultant, Educational Partner, and any other entities participating in the delivery of the EBUS program.
- f. Pre-semester Services: Services such as personnel and faculty recruitment, program planning, materials procurement, and travel arrangements that must occur in preparation for a semester start. These services typically need to begin about 90 days prior to the start of a semester.
- g. Other entities: Defined as other organizations, agencies, or institutions that may be engaged by Coastline, Consultant, or the Educational Partner to provide specific services for the EBUS program.

II. District Obligations

- a. The District shall have the exclusive right to determine the standards required of any potential Educational Partner. District will maintain an Educational Partner Standards (“EPS”) which sets forth the minimum qualifying criteria to be used by Consultant when Consultant assesses the credentials and qualifications of potential Educational Partners.
- b. For each identified and qualified Educational Partner, the District shall develop a Program Services Proposal (“PSP”), based on the services requested by the Educational Partner and Consultant, prescribing the educational services to be offered, and the cost to implement and deliver the services. The PSP shall be utilized by Consultant for negotiations with Educational Partners. Consultant’ signature on each PSP shall represent their agreement to the terms and conditions set forth in the PSP.

c. An Educational Services Agreement (“ESA”) shall be prepared by the District and shall represent the roles, responsibilities and obligations of District, Consultant, the Educational Partner and any other entities participating in the delivery of the EBUS program. An ESA shall be fully executed by the Parties, Educational Partner, and any other entities participating in the delivery of the EBUS program, prior to the start date of any educational semester where services will be delivered.

d. District shall have the exclusive right to determine the educational content of EBUS materials to meet the educational needs of the Educational Partner and the students, including all design, development, and delivery of the EBUS educational programs and services.

e. The District shall hire, retain, or contract for all personnel necessary for the District to perform its obligations under this Agreement.

f. The District shall convene the EBUS Advisory Committee, comprised of representatives of District, Consultant, Educational Partner, and other parties for the purpose of providing direction, clarification, updates, student success assessments, and to address issues and concerns of each Party. The EBUS Advisory Committee shall also be responsible for the strategic planning, marketing, and recruitment strategies for continual growth and quality delivery of EBUS for that particular Educational Partner. Nothing within this paragraph shall divest any Party of their individual obligations under this Agreement.

g. The District shall maintain all required student academic records related to the delivery of the educational services outlined in the PSP.

h. The District, independently of, and in coordination with Consultant, shall develop marketing materials in print and other delivery formats, for use in promoting EBUS to potential Educational Partners. Each Party shall have the right to approve any promotional and/or marketing materials when that Party or EBUS is mentioned in the materials, prior to any such materials being published, presented or distributed.

i. The District shall not circumvent or exclude Consultant from any agreements between District and Educational Partner where Consultant has developed the relationship between District and Educational Partner for a specified program of instruction.

III. Consultant Obligations

a. Consultant shall serve as a marketing, outreach, and relationship development consultant for the District's EBUS Program. Consultant shall provide experienced consulting services in the areas of international education partner relationship development, including identifying qualified Educational Partners, assessing candidates for partnerships consistent with the CCCD developed EPS. Consultant shall develop, initiate and sustain marketing and outreach strategies in foreign countries and promote EBUS access to their educational training markets.

b. Consultant shall assist District by developing operational and logistical support activities. Consultant shall fully comply with the host country's legal requirements relating to foreign providers of higher education when fulfilling its obligations under this Agreement. Consultant shall also fully comply with applicable federal and state law in performing services under this Agreement.

c. Consultant shall diligently pursue the development of relationships with potential Educational Partners. Consultant is authorized to enter into discussions and negotiations on behalf of the District under this Agreement.

d. Consultant agrees to serve as District's in-country fiscal representative by providing the facilitation of financial transactions, including, but not limited to, invoicing, converting foreign currency into U.S. currency, and for the processing of required payments for services as defined in each PSP.

e. Consultant shall obtain and maintain all applicable federal, state, and international licenses, permits, and/or certificates necessary for lawful performance of services set forth in this Agreement.

f. Consultant, independently, and in conjunction with the District, shall develop marketing materials in print and alternate media forms, for use in promoting EBUS to potential Educational Partners. Each Party shall approve any promotional and/or marketing materials where that Party or EBUS is mentioned, prior to any such materials being published, presented or distributed.

g. Consultant may facilitate communication with potential or current Educational Partners on behalf of the District regarding the EBUS program, with any services to be offered subject to the approval of the District and its governing Board. A PSP shall be developed for each new Educational Partner, which may result in discussions between Consultant, and the Educational Partner and between Consultant and District about program services and cost. Any new PSPs or changes to services to an existing PSP or ESA shall be by fully executed written amendment. Absent a fully executed amendment, the District shall not be responsible for providing any services.

h. Consultant agrees that it shall not enter into any separate agreements with prospective Educational Partners, without District's knowledge, which relate to the services offered by District under an ESA with that Educational Partner.

IV. Fees and Compensation

a. A signed PSP shall obligate District to perform pre-semester services in anticipation of delivery of a specified EBUS program, and shall obligate Consultant to pay District for the delivery of such services in accordance with the terms and conditions set forth in the PSP. These obligations bind District and Consultant regardless of whether a PSP develops into an executed ESA.

b. Consultant shall collect tuition from students enrolled in the EBUS program and pay both the Educational Partner for facilities and District for educational services outlined in the PSP. Consultant shall retain its compensation for the services outlined in the PSP.

c. Refunds to either Party shall be issued according to the terms and conditions set forth in the Refund and Cancellation Policy to be included in the PSP.

d. Consultant shall be solely and exclusively responsible for, and liable for, the withholding of its own taxes, social security taxes, unemployment taxes, sales/use taxes, workers' compensation insurance premiums, and any other required taxes, charges, or assessments for those services it performs, or contracts for others to perform, under this Agreement, or for any ESA arising out of Consultant's services under this Agreement.

V. Compliance with Applicable Law and Accreditation Standards

a. The Parties shall assure that all services each performs in support of EBUS, and all activities related thereto, shall comply with all applicable federal and state and international laws, statutes, ordinances, regulations, rules, including the District's Policies and Procedures.

b. Consultant shall actively ensure that all services it performs in support of EBUS under this Agreement, and all activities related thereto, shall not adversely affect District, or any of its Colleges accreditation status with the Western Association of Community Colleges, or with any other accrediting entity.

c. The Parties agree to promptly and diligently take all actions deemed necessary by District to comply with all applicable accreditation requirements for District to maintain its clear accreditation status.

d. District reserves the right to immediately terminate this Agreement should District determine, at its sole discretion, that any of the District's colleges' accreditation status is placed at risk by this Agreement, or by actions relating to this Agreement.

e. Each Party agrees that all courses offered as part of the EBUS will remain under the exclusive, sole, and direct control and ownership of District. District shall exercise exclusive responsibility for EBUS courses, and shall have exclusive control for the determination of course standards.

VI. Term and Termination

a. This Agreement shall commence on July 19, 2012, and shall terminate on June 30, 2016, unless terminated earlier by the terms set forth in this Agreement. The Parties acknowledge that this Agreement may only be extended or amended in a writing that is approved and executed by the Parties' respective governing boards.

b. Excepting for District's right of termination as set forth in V(d), if any Party to this Agreement shall breach any of its obligations set forth herein, then the other Party shall be entitled to terminate this Agreement by written notice to the breaching Party. This right of termination is subject to a right to cure period of thirty calendar days after its receipt of such written notice. If the alleged breach is fully cured within thirty days, then the non-breaching Party shall not be entitled to terminate this Agreement.

c. The termination of this Agreement shall not in any way impair or destroy any of the rights or remedies of either Party, or to relieve either Party of its obligations to comply with any of the provisions of this Agreement accruing prior to the date of termination.

d. Excepting for District's right of termination as set forth in Section V(d), either Party may, at any time, with reason, terminate this Agreement upon thirty days prior written notice to the other Party. Consultant shall pay District for the value of all services completed or to be completed by District to fulfill obligations set forth in the ESA as of the date of termination. If an EBUS program semester is currently in progress at such time that notice is served, District and Consultant shall act in good faith to negotiate a resolution to continue to provide services to Educational Partner for the duration of that semester, so as to not adversely impact students.

e. Upon termination of this Agreement, and subject to applicable law, neither District nor Consultant shall have a continuing obligation to provide services as set forth in this Agreement.

II. Indemnification

- a. Consultant agrees, to the fullest extent permitted by the law, to indemnify, defend, and hold harmless the District, its trustees, officers, employees, students and agents against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Consultant' performance of services under this Agreement, or for any acts relating to Consultant' obligations arising from or relating to the EBUS Program, or for any action or inaction of Consultant pertaining to this Agreement, and for any actions by any person or entity for whom Consultant may be legally liable.
- b. District agrees, to the fullest extent permitted by the law, to indemnify, and hold harmless Consultant, its trustees, directors, officers, employees, and agents against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by District's unexcused breach of any of the terms of this Agreement.
- c. Consultant's agreement to provide such indemnification shall apply to those obligations performed by Consultant during the period of this Agreement, and shall survive the expiration or termination of this Agreement.
- d. The obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the losses. Consultant' reasonable defense costs (including attorney and expert fees) incurred in providing a defense for the District shall be reimbursed by the District to the extent such defense costs arise, under principles of comparative fault, from District's (a) grossly negligent acts or omissions; (b) breach of any of the provisions of this Agreement; or (c) willful misconduct.
- e. Nothing in this Agreement shall constitute a waiver or limitation of any rights which District may have under applicable law, including without limitation, the right to implied indemnity.
- f. The District's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve Consultant from responsibility for damages or other losses incurred or to be incurred by the District as a result of Consultant's breach of its obligations under this Agreement.

VIII. Disclosure and Confidentiality

Consultant shall not release, access, or share, any student records, or confidential, proprietary and/or trade secret information of the District except in the performance of this Agreement. Consultant shall comply with all federal, state, and international laws concerning confidentiality of student data, including FERPA, HIPPA, and CIMA.

IX. Ownership and Copyrights

a. The District shall hold and retain any and all rights in, arising from, and relating to the EBUS Program, including, but not limited to program structure, program delivery, courses, course materials, and any and all copyrights, trademarks, and trade names throughout the world in perpetuity.

b. District represents and warrants to Consultant that for copyright purposes, the District shall be the sole author thereof and the exclusive proprietor of rights of EBUS, excepting for material for which acknowledgements to other sources are provided, and for which permissions are obtained by the District, where necessary.

X. Insurance

District may require Consultant to purchase and maintain, during the term of this Agreement, and at Consultant's sole cost and expense, international general liability insurance with insurance companies duly licensed, admitted and acceptable by the host country, and recognized and rated by A.M. Best Company with a Best rating of at least A VII or better. Such policies of insurance shall protect Consultant and the District from claims which may arise out of, or relate to Consultant's performance of obligations under this Agreement. This insurance shall apply to Consultant, and to any subcontractor retained by Consultant, and to anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required international general liability insurance shall be in occurrence form, and shall have coverage limits of not less than One Million Dollars for each occurrence; Two Million Dollars aggregate and Two Million Dollars products/completed operations aggregate; and Two Hundred Fifty Thousand Dollars as to property damage including, but not limited to, personal injury liability, broad form property damage liability, blanket contractual liability and completed operations coverage, covering all activities of Consultant relating to, or arising from this Agreement. If District requires such insurance, this policy shall be endorsed, naming the District and the District's Board of Trustees, agents, and employees as additional insureds. Consultant is responsible for payment of all premiums, deductibles, self-insured retentions, and adjustment for losses on insurance policies required pursuant to this Agreement.

XI. Independent Contractor

a. Consultant shall be and act as an independent contractor for all services performed under this Agreement. Consultant understands and agrees that it, and all of its employees and agents, shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including but not limited to, State Unemployment Compensation or Worker's Compensation.

b. Consultant assumes the full and sole responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility

for payment of all federal, state, local, and host country taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant and its employees and agents.

c. Consultant agrees and understands that by performing services under this Agreement, Consultant and its employees are not entitled to employment with the District, nor is any express or implied employment relationship created between the District and Consultant.

d. Consultant has no authority to bind the District to a contract without the express written approval of the District's governing board.

XII. Dispute Resolution

Disputes arising from this Agreement or related in any manner to the same shall be resolved as follows:

a. Meet and Confer Requirement. In the event of any dispute, claim, question, or disagreement arising out of relating to this Agreement, and prior to initiating a claim, arbitration or any other legal action, and as a condition precedent to being entitled to file such an action, the Parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreements, consulting and negotiating with each other in good faith and recognizing their mutual interests in attempting to reach a just and equitable solution that is satisfactory to both Parties.

b. In the event the Parties are unable to resolve their dispute through the meet and confer procedure provided for herein, all disputes 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.

XIII. Miscellaneous Terms and Conditions

a. Neither District nor Consultant may assign their rights under this Agreement to any other party or successor in interest. This provision does not bare Consultant from retaining sub-contractors necessary for Consultant to meet their obligations arising under this or any specific educational services agreement.

b. District and Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.

c. This Agreement represents the entire and integrated Agreement between the District and Consultant regarding Consultant's marketing, outreach, and relationship development consultant services performed for

the District in promoting District's EBUS Program. This Agreement supersedes all prior negotiations, representations, or agreements, in either written or oral form.

d. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the District or Consultant.

e. The District shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract or tort (including, without limitation, negligence or strict liability) even if the Parties are advised of the likelihood or possibility of the same.

f. Consultant's sole and exclusive remedy in the event it makes any claim for breach of this Agreement or seeks damages under any theory of law whether based on warranty, contract or tort, including without limitation, negligence or strict liability, shall be against the District, and not its trustees, officers, agents, students, or employees of the District. No trustee, officer, agent, student, or employee shall be sued or named as a party in any such suit or action, and no judgment shall be taken against any trustee, officer, agent, student or employee. No writ of execution will be levied against the assets of any trustee, officers, agents, students or employee of the District pursuant to the terms of this Agreement. The covenant and agreement contained in this section are enforceable by the District's trustees, officers, agents, students and employees.

g. The Parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by acts of God, fire, strike, lock-out, terrorism, commandeering of materials, products, plants, or facilities by the government. Satisfactory evidence shall be presented to the District or Consultant to establish that the non-performance is not due to the fault or neglect of the party not performing.

h. If any provision of this Agreement is held by any Court to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.

i. Consultant agrees that it will not engage in unlawful discrimination in the employment of persons, nor in the selection of students, because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual preference, or age of such persons.

j. The failure of the District or Consultant 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 constituting a violation of such term or condition.

XIV. Notice

Any notice or communication required or permitted to be given pursuant to this Agreement 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 Campus: Coastline Community College
 11460 Warner Avenue
 Fountain Valley, CA 92708
 Attn: Laurie Melby

With a copy to: Coast Community College District
 1370 Adams Avenue
 Costa Mesa, CA 92626
 Attn: Vice Chancellor, Administrative Services

To Times Media: Times Media Co., Ltd.
 5F Dongin Bldg.
 826-22 Yecksam 1-dong, Gangnam-gu
 Seoul, 135-935 Korea
 Attn: Paul Park

And/or to such other persons or places as either of the Parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received and signed for. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

Wherefore, the Parties have agreed to the foregoing obligations as set forth by their written consent thereto below.

COAST COMMUNITY COLLEGE DISTRICT

TIMES MEDIA Co., Ltd.

Jim Moreno
President, Board of Trustees

Paul Park
Managing Director

Dated: _____

Dated: _____





QUICK CONFIRMATION AGREEMENT

A satisfied customer is our goal. We believe that, if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This Quick Confirmation Agreement between Coastline Community College and Sacramento Hotel Partners, LLC ("Owner"), d/b/a Embassy Suites Sacramento Riverfront Promenade is intended to be helpful to both you and us and result in your satisfaction with our performance.

Especially Prepared for:		Event & Hotel information:	
Group Contact:		Embassy Suites Sacramento Riverfront Promenade	
Title:		100 Capitol Mall, Sacramento CA 95814	
Company Name:		Name of "Event":	
Address:		Business Education Statewide Advisory Committee	
City, State, Zip:		Date(s) of Events:	
Phone:		4/11/2013 - 4/14/2013	
Fax:		Post to Reader Board As:	
Email:		Business Education Advisory Committee	
Mr. Rick Lockwood		Hotel Contact:	
Instructor Business and Management		Clark Sikora	
Coast Community College District (Coastline Community College)		Title:	
11460 Warner Ave		Sales Manager	
Fountain Valley, CA 92708		Phone:	
714-241-6209		916-326-5003	
1-714-241-6187		Fax:	
FLockwood@coastline.edu		916-442-0719	
		Email:	
		csikora@essacramento.com	

The sleeping rooms, function space and food and beverage functions listed below will be considered definite commitments upon signing of this Agreement by both parties, and will be subject to all terms and conditions set forth herein. We are pleased to reserve the following accommodations and arrangements for your Event. Please review the detailed information outlined within to assure that this accurately reflects your requirements:

SLEEPING ROOMS and RATES ("Room Block")				
	Wed 04/10	Thu 04/11	Fri 04/12	Sat 04/13
Dbl/Dbl	5	40	40	2

Room	Single Rate	Double Rate
Dbl/Dbl	149	149

TOTAL SLEEPING ROOM NIGHTS RESERVED: 87
TOTAL ANTICIPATED SLEEPING ROOM REVENUE: \$12963.00

Sleeping room rates are **net non-commissionable** and are quoted exclusive of applicable state and local taxes, fees and assessments. In addition to the Total Minimum Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. Sacramento occupancy tax is 12% and there is a \$1.50 per room per night tourism assessment fee. Quoted sleeping rates will be offered, based on availability, to your attendees 3 days before and 3 days after the above dates.

- All Suites include a full cooked-to-order breakfast and two-hour beverage reception nightly.
- There will be a charge of \$20 per night for each additional guest in suite (if more than 2 adults per suite).
- Valet Parking available at \$25 per night (based on availability). Self-Parking is available in the city garage located adjacent to the hotel.
- One(1) complimentary VIP Upgrade to a king bedded Riverview Deluxe corner Suite at the group rate.
- Hilton Honors Event Planner Bonus Points on all hotel rooms that are, masterbilled, all food and beverage ordered through the catering department, any meeting room rental and any audio visual equipment rented.
- One (1) complimentary room night for every 50 room nights booked and actualized.

SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES							
Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
4/11/2013	12:00 PM	5:00 PM	Registration Area	Atrium	Registration	2	Complimentary
4/11/2013	5:00 PM	6:45 PM	Meeting	Steamboat/Central Pacific	Rounds	80	500.00
4/11/2013	6:45 PM	9:00 PM	Dinner	Steamboat/Central Pacific	Rounds	80	Complimentary
4/12/2013	8:00 AM	5:00 PM	Breakout	Tower Bridge	Classroom	25	175.00
4/12/2013	8:00 AM	5:00 PM	Breakout	Delta	Classroom	25	175.00
4/12/2013	8:00 AM	5:00 PM	Breakout	Private Dining Room	Conference Style	25	175.00
4/12/2013	8:00 AM	5:00 PM	Breakout	Gold Rush	Classroom	25	175.00
4/12/2013	9:45 AM	10:00 AM	AM Break	Atrium	Classroom	25	175.00
4/12/2013	12:00 PM	1:00 PM	Lunch	Terrace	Buffet Table	80	Complimentary
4/12/2013	2:00 PM	2:15 PM	PM Break	Terrace	Rounds	80	Complimentary
4/12/2013	4:00 PM	5:00 PM	Reception	Atrium	Buffet Table	80	Complimentary
4/13/2013	8:00 AM	9:00 AM	Breakfast	Terrace	Cabaret	80	Complimentary
4/13/2013	8:00 AM	2:00 PM	Meeting	Steamboat/Central Pacific	Rounds	80	Complimentary
4/13/2013	8:00 AM	2:00 PM	Meeting	Steamboat/Central Pacific	Rounds	80	500.00

• Specific meeting rooms cannot be guaranteed and are subject to change
SERVICE CHARGE: 21% of the food and beverage total, plus any applicable state and/or local taxes, will be added to your account as a service charge. This service charge is not a gratuity and is the property of the Hotel to cover discretionary costs of the Event.

Summary Of Revenue Anticipated By Hotel From This Agreement	
Total Anticipated Sleeping Room Revenue:	\$12516.00
Total Anticipated Food & Beverage Revenue**:	\$10799.00
Total Anticipated Room Rental Fees:	\$1700.00
Total Anticipated Revenue:	\$25,015.00

** Does not include gratuities, service charges, labor fees, applicable federal, state or local taxes or any other fees outside of food and beverage product sales

Total amount of anticipated revenue for this event Paid by the organization (Individuals to pay the majority of their own room charges):

Estimated Hotel room subsidiary funding

87 sleeping room nights x \$20.00=	1740.00
12% Sacramento City occupancy tax =	208.80
\$1.50 per room, per night tourism assessment fee=	130.05
Total Estimated sleeping room charges =	2,079.30
Meeting/Break-out room rental for 3 days	1700.00
Estimated food and beverage (based on 2010) =	10,799.00
Estimated Audio Visual =	690.00
Tax California State tax @ 7.75%=	1,022.15
Service Charge=	2984.34
Total Estimated Meeting Charges =	17,195.49
Combined Total =	19,274.79

TERMS AND CONDITIONS

1. **RESERVATIONS; GUEST RESERVATION INFORMATION:** Reservations will be made by: directly by the attendee via the Internet using the **Personalized Group Web Page**. Your guest rooms coordinator will provide you with the unique URL to send out to your attendees. We will create a **Reservations Group Code** for your event; reservations can also be made at www.sacramento.embassysuites.com using the specific group code. OF reservation can be made directly with the Hotel room reservation department by calling 916-326-5000 or our toll-free number 1-800-EMBASSY. In doing so, please ask your attendees to request the group rate for the group or by the unique group code.

Regardless of how your reservations are made, our online Guest List Manager is available to view and manage guest lists as well as view room count summaries for your Room Block. Your Event Manager will provide you with the brief instructions to access. Reservations must be made no later than **March 19, 2013**. After that date, you agree that we may offer unused rooms held in your block to other customers. Reservations requested by your attendees after this date will be accepted based upon availability.

- \$129 Room/tax, valet and all incidentals will be paid by individuals.
- \$20 Room/Tax to be paid by charged to the group master account.

If you request that Hotel provide you and/or your representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Hotel as part of the Room Block (each, an "Attendee") established pursuant to this Agreement, then you certify that you already obtained, or will obtain, consent from each of your Attendees for the Hotel or Hilton Worldwide, Inc. to provide to you and/or your representative(s) such Attendee's reservation information, and you further agree to reimburse Hotel and Hilton Worldwide, Inc. for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's or Hilton Worldwide, Inc.'s disclosure of any Attendee's reservation information.

2. **BANQUET SERVICES:** You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. The Schedule of Events listed above indicates the function space that will be held on a definite basis upon signing of this Agreement by both parties. You agree to confirm with us the assigned function space before printing or publishing any materials listing specific meeting or function locations. If for any reason the function space reserved is not available for your Event, you agree that we may substitute space of appropriate size and comparable quality for your Event. Please contact the Hotel at least one month before your Event to review and confirm the details for your Event, including menus, decorations, entertainment and beverage service.

Upon review of your Event requirements, Event Orders will be sent to you to confirm all final arrangements and prices. These Event Orders will serve as a part of this Agreement. If you do not advise us of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.

At least 48 hours (two days) before your Event, you must inform us of the exact number of people who will attend your functions by contacting your assigned Event Manager by phone. We will not undertake to serve more than 3% above this guaranteed minimum.

You agree to begin your functions promptly at the scheduled start times and agree to have your guests, invitees and other persons vacate the designated function spaces at the end times indicated on the final Event Orders. You further agree to reimburse us for any overtime wage payments or other expenses incurred by us because of your failure to comply with these requirements.

There may be increases in prices due to unforeseen changes in market conditions at the time of your Event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices, or at our option we may make reasonable substitutions in menus, and you agree to accept such substitutions.

Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment.

Due to state law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. If approval is granted by Hotel, you must sign a hold harmless and indemnification agreement in the form currently in use at Hotel before any food or beverage products not purchased from us and served by Hotel staff are brought in for consumption by your guests. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required.

3. **MEETING PLANNER BONUS PROGRAM:** ("Meeting Planner") is eligible to earn HHonors bonus points for a qualifying event. Full details and rules regarding the program are available by calling the HHonors Customer Service Center at 1-800-548-8690 in the U.S. and Canada or 1-972-788-0878 or by visiting www.hilton.com. Hilton HHonors membership, earning of points and redemption of points are subject to HHonors Terms and Conditions. Only the meeting planner who is specifically named in the Agreement will be eligible for this Meeting Planner Bonus Program. In this case, Meeting Planner will earn one HHonors bonus point for every eligible dollar spent, up to a maximum award of 100,000 HHonors bonus points. Eligible revenue will include: **Guest Rooms Charged to Master Account, Catered Food and Beverage, Audio Visual Equipment Rental, and Meeting Room Rental (these do not include service charges or tax)** up to a maximum of \$100,000 of eligible revenue.

4. **PAYMENT:** Please be advised a "Direct Bill Credit-Application" must be filled out and returned to hold the block of rooms and meeting space. A purchase order must also be provided. If credit has been approved, payment of all undisputed charges will be due within 30 days of receipt of the final invoice. If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice.

You agree to pay an initial deposit of \$5000.00 no later than 1/11/2013 days after receipt of a final signed Agreement from Hotel. If you have established credit, payment of the remaining balance will be due within thirty (30) days after receipt of the bill.

We reserve the right to require additional advance payments of all or part of the estimated charges if your credit status changes. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement.

If you prefer, all charges can be paid by credit card. Hilton accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. If credit has not been approved for your Event, you will provide us with the credit card to which all estimated master account charges will be charged no later than 4/1/12. If credit has been approved, you will provide us with your credit card information at the time of your Event. If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice.

5. **CANCELLATION AND PERFORMANCE POLICIES:** The rates offered by us are based in part upon the total gross revenues anticipated by us from your agreement to use and pay for the rooms and events set forth in this Agreement. You guarantee that your Event will provide the Total Minimum Anticipated Revenue. You agree and understand that, in the event of a cancellation or lack of full performance by you, our actual damages

would be difficult to determine. Therefore, you agree that should you cancel your Event for any reason, including changing your meeting/function site to another hotel, you will pay as liquidated damages, plus any applicable state and/or local taxes as required by law, to the Hotel immediately upon notice of cancellation a percentage of Total Minimum Anticipated Revenue for your Event, as follows:

Date of Hotel's Receipt of Cancellation Notice*	Percentage of Total Minimum Anticipated Revenue Owed	Amount of Cancellation Damages Owed
Date of signing to 90 days in advance of event start date.	25% =	\$6,253.75
89 days to 60 days in advance	50% =	\$12,507.50
59 to 30 days in advance	75% =	\$18,761.25
29 days or less in advance of event	100% =	\$25,015.00

*Hotel may, in its sole discretion, consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

You further agree to pay reasonable liquidated damages to the Hotel for lack of performance if the Event is held but the Hotel does not realize the Total Minimum Anticipated Revenue from your Event. The damages owed will be the amount necessary for the Hotel to receive no less than 80% of the Total Anticipated Sleeping Room Revenue, and 80% of the Total Food & Beverage Revenue as described in summary table on page 1 of this Agreement plus any applicable state and/or local taxes as required by law. If credit has not been established, all estimated Total Minimum Anticipated Revenue performance damages will be due and payable to the Hotel at or before the conclusion of the event.

6. **DISPLAYS AND DECORATIONS:** We are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it. All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract an charge for Hotel staff to provide the labor for any installations or removals of such.

7. **OUTSIDE CONTRACTORS:** Should you elect to utilize outside contractors or subcontractors on Hotel premises during your Event, including but not limited to, a destination management company, audio/visual services, caterer, decorators, or others, you must notify us of your intention to use such providers at least thirty (30) days in advance of your Event. Your outside contractors must sign a hold harmless, indemnification and insurance agreement as in the attached Exhibit entitled "Hold Harmless Agreement - Outside Contractors" in favor of Hotel, Hilton Worldwide, Inc., Hotel's Owner and Group, and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before your outside contractors will be allowed to provide service on Hotel premises.

8. **SECURITY:** If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your Event you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. Your security agency must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel in favor of Hotel, Hilton Worldwide, Inc., Hotel's Owner and Group, and provide proof of insurance in amounts acceptable to Hotel before your security contractor will be allowed to provide security services on Hotel premises.

9. **CONDUCT OF EVENT:** You assume full responsibility for the conduct of all persons in attendance at your Event and for any damage done to any part of our premises during the time of your Event, whether caused by you, your agents, employees, contractors or attendees, including any damage resulting from or connected with transportation, placing, removal or display of exhibits, displays or other items related to your Event. You also agree that your Event will not create any disturbance to other guests or meetings, such as noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates smells. Hotel reserves the right to end your Event immediately if you do not comply with Hotel's request to reduce or eliminate any such disturbance, you will remain responsible for payment of all charges related to your Event and no refunds will be issued by Hotel. Should you require any rigging services for this Event, all such services must be arranged through the in-house audio-visual provider or the Hotel and you will be responsible for all costs associated therewith.

10. **FIRE SAFETY:** For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. All room set must be in compliance with the local Fire Department regulations, including those pertaining to occupancy load, mandatory aisles, ceiling clearance and fire exits. Any Event that has vehicle displays, fog machines, fueled cooking demonstrations, lasers, exhibits (including tabletop) or extensive productions with staging and props, must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies of all such permits must be provided to us at least three (3) days prior to your Event.

11. **AUXILIARY AIDS:** The Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, the Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that our guests have equivalent access to the Hotel's goods, services, and accommodations. You agree that one week in advance of your Event, you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. Except as required by applicable laws, you agree that you will be responsible for the procurement and payment of all charges for any and all auxiliary aids. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You also agree to be responsible for compliance with the Americans with Disabilities Act in the set up and conduct of meetings for your Event.

12. **DELIVERIES:** Arrangements for delivery of packages should be made through your designated Event Manager. Receiving, handling and shipping charges may apply. No COD packages will be accepted. The Hotel policies on safe package handling are based on advice from the United States Postal Service (USPS) and the federal Centers for Disease Control and Prevention (CDC).

13. **PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Hotel or any name or logo owned by a subsidiary of Hilton Worldwide, Inc., including, but not limited to: Hilton, Hilton Hotels & Resorts, Hilton Grand Vacations, Home2 Suites by Hilton, Hampton Inn, Hampton Inn & Suites, Doubletree, Conrad, Homewood Suites by Hilton, Embassy Suites Hotels, Waldorf-Astoria and Waldorf-Astoria Collection. You agree that we may share your meeting and meeting planner information with our third party providers who offer support services to groups holding events at our Hotel, including audio/visual services, decorators, florists, and others.

14. **COMPLIANCE WITH LAWS:** Group represents warrants and agrees that Group is currently, and at the time of the Event that is the subject of this Agreement will be, in compliance with all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury. Hotel may cancel this Agreement without any liability if in the Hotel's sole, reasonable determination, Hotel believes that it is necessary to do so in order to comply with its obligations under such applicable laws, rules or regulations.

15. **DISPUTE RESOLUTION:** The parties agree that, subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration using one arbitrator before JAMS or American Arbitration Association in the state and city in which the Hotel is located; or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.
16. **DISPUTES INVOLVING CREDIT CARD PAYMENTS:** As a condition of Hotel agreeing to accept your credit card as an approved form of payment for all master account charges, you specifically agree to waive any rights you may have under applicable state and federal law in lending law or otherwise (including, but not limited to, under your credit card issuer's procedures for resolving such disputes) to receive a temporary credit from your credit card issuer for disputed charges arising from your credit card transactions with Hotel (commonly referred to as a "chargeback"). You agree that any disputes that you may raise with respect to any master account charges must be addressed directly between you and us and to work in good faith to resolve any such disputed invoices in a timely manner. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement.
17. **COLLECTION/ATTORNEY'S FEES:** The parties agree that in the event that any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its attorney's fees and costs, plus pre and post judgment interest. If we retain the services of a collection agency or attorney to assist in the collection of any amounts due to us under this Agreement, you will pay all expenses incurred by us in such collection efforts.
18. **INDEMNIFICATION:** To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide Inc. and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement, and regardless of negligence, including, but not limited to, Claims arising out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.
19. **INSURANCE:** You agree to maintain insurance reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, Commercial General Liability insurance with limits not less than Two Million US dollars (\$2,000,000 US) per occurrence covering property damage, products-completed operations, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. You agree to add Hotel Indemnified Parties as additional insureds under all applicable policies for your Event, and your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties. You agree not to endorse or change your insurance to make it excess over other available insurance. Neither your failure to provide, nor our failure to obtain, proof of compliance shall act as a waiver of any of term in this Agreement.
20. **SEVERABILITY:** Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Our failure to enforce any term or condition of this Agreement does not waive our right to enforce that or any other term or condition at any time.
21. **IMPOSSIBILITY:** Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their control (including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.
22. **OPTION DATES:** These arrangements are being held on a first option basis until 7/19/2012 (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given 7 DAYS or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by 7/19/12, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements.
23. **SUCCESSORS AND ASSIGNS:** The commitments made by Group will be binding on its successors and assigns. In the event that Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is contemplated, Group agrees to notify Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Group if assignment is approved. Group may not otherwise assign this Agreement or any rights hereunder. Group & Hotel are the only parties to this Agreement. There are no third party beneficiaries.
24. **AMENDMENTS/CHANGES:** If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period). Any amendments or changes to the arrangements described in this Agreement must be made in writing, signed by both you and us; provided, however, that this Agreement includes all signed or unsigned Event Orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events and that your final guarantee of attendance may be made by phone. This Agreement, including all exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by Hotel and Group. For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:
- (a) Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
 - (b) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender. For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.
25. **NO-SHOWS, CANCELLATION & EARLY DEPARTURE FEES:** Any individual cancellations made within 24 hours of scheduled check-in will be billed for one night's suite and tax. Any no-shows will be billed for one night's suite and tax. Guests departing early will be charged a \$50 early departure fee. Guests wishing to avoid an early check-out fee should advise the hotel at or before check-in of any change in planned length of stay. It is the responsibility of the group to inform all attendees of our individual cancellation, no-show, and early departure policy. This individual

cancellation policy does not waive or alter the group cancellation policy paragraph or performance clauses within this contract. Embassy Suites will deduct any collected cancellation, no-show and early departure fees from the amount the group may owe as performance damages.

26. **PARKING:** Valet parking is available at the hotel (based on availability) for all hotel and event guests. Valet parking fees are as follows: 6AM to 6PM, \$25.00 per day. Overnight guest rate is \$25.00. Hourly rates will apply for guests Valet parked for 4 hours or less. Self Parking is available in the city garage located adjacent to the hotel.

27. No helium balloons are allowed on property.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP: Coast Community College District
(Coastline Community College)

HOTEL: Sacramento Hotel Partners, LLC
d/b/a Embassy Suites Sacramento Riverfront Promenade

By: Clark Sikora, Managing Agent

By: _____

By: _____
Sales Manager

Name: _____

Name: _____

Dated: _____

Dated: _____

COAST COMMUNITY COLLEGE DISTRICT

Agreement for Contracted Services

This Agreement for Contracted Services ("AGREEMENT") is entered into as indicated on the signature lines below, by and between the COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College), 1370 Adams Avenue, Costa Mesa, CA 92626, hereinafter, "DISTRICT", and KINGSTON TECHNOLOGY COMPANY, INC., 17600 Newhope Street, Fountain Valley, CA 92708-4220 hereinafter, "COMPANY". DISTRICT and COMPANY are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the *California Code of Regulations* and Section 78021 of the *California Education Code* to conduct Contract Instruction and Consultation Services to serve community needs; and

WHEREAS, COMPANY desires to contract with the DISTRICT for instruction and/or training services as identified herein.

DISTRICT and COMPANY agree as follows:

1. The term of this AGREEMENT shall be from July 19, 2012 through July 31, 2013, inclusive.
2. The class or program to be offered is English as a Second Language (ESL) assessment and training or other instructional support services requested by COMPANY. A total of 48 hours of instruction and/or training per program module will be provided to a maximum of 20 students/employees per program module. DISTRICT shall provide COMPANY pre-and post-assessment test scores and Certificates of Completion for each participant.
3. The services will be conducted at a site designated by COMPANY and at no facility usage charge to DISTRICT.
4. Students successfully completing the training program will receive 0 units of college credit in accordance with policies of the DISTRICT Board of Trustees.
5. FEES AND PAYMENT.
 - a. COMPANY agrees to pay the DISTRICT the sum of \$175 per training hour and \$55 per individual assessed for the services provided under this AGREEMENT. During the course of the AGREEMENT, COMPANY may request additional training services at the

same rate by contacting the DISTRICT administrative liaison (designated in paragraph number 6). All training materials are included in training costs.

b. COMPANY agrees to pay the DISTRICT a developmental services fee of \$75 per hour for customized development of a curriculum.

c. DISTRICT shall invoice COMPANY for training services on a monthly basis for the training hours completed in the prior month, and for any assessment fees or customized curriculum development fees incurred by COMPANY in the prior month. Each invoice submitted is due and payable in full 30 days after receipt of the invoice by COMPANY. The assessment fee will be credited back to COMPANY for each individual that subsequently participates in the language training program.

6. DISTRICT and COMPANY will provide an administrative liaison to the other in the performance of this AGREEMENT. The administrative contact for DISTRICT will be Karen Conlisk, (714) 241-6355. The administrative contact for COMPANY will be Janet Marlow, (714) 438-2788.

7. Both PARTIES agree that they will not unlawfully discriminate in the selection of any participant to receive assessment or training services pursuant to this AGREEMENT because of that participant's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, and/or medical condition.

8. COMPANY will make whatever special arrangement is necessary to account for employee time spent in training/assessment should COMPANY policy require more than review of DISTRICT attendance records and/or assessment results which shall be maintained by the designated faculty throughout the duration of each training module.

9. COMPANY agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of COMPANY, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless COMPANY, its agents, and employees from any damages or claims resulting from acts or omissions of DISTRICT, its agents, or employees.

10. COMPANY will provide for Workers Compensation coverage for all of its employees who receive training services under the terms of this AGREEMENT.

11. Entire Agreement. This AGREEMENT supersedes all prior agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All

Kingston Technology Company, Inc. – June 2012

amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

12. The DISTRICT personnel assigned to develop, coordinate, and conduct the education and/or service(s) provided for herein, will be certified in accordance with the standards on file with DISTRICT and/or by documented experience and credentials as acceptable to COMPANY.

13. Except as otherwise required to be disclosed pursuant to the California Public Records Act, the Brown Act, or other law, or as disclosed as part of DISTRICT's Board of Trustees agenda packet, DISTRICT agrees to maintain in confidence COMPANY'S Confidential Information pertaining to customers and security measures, and not to disclose or permit disclosure of such Confidential Information to other persons. DISTRICT further agrees not to use the Confidential Information other than in COMPANY'S behalf for the purposes furnished.

14. This Agreement is executed in and shall be governed by the laws of the State of California. In the event of any dispute with respect to the subject matter of this Agreement, the prevailing Party shall recover, in addition to any other damages assessed, its reasonable costs and expenses, including attorneys' fees, incurred in litigating, arbitrating, or otherwise settling or resolving such dispute.

15. All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To Campus: Coastline Community College
 Attn: Karen Conlisk
 11460 Warner Avenue
 Fountain Valley, CA 29708

With a copy to: Coast Community College District
 1370 Adams Avenue
 Costa Mesa, CA 92626
 Attn: Vice Chancellor, Administrative Services

To City: Kingston Technology Company, Inc.
 Attn: Janet Marlow
 17600 Newhope Street
 Fountain Valley, CA 92708

and/or such other persons or places as either of the PARTIES may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

16. Each individual executing this AGREEMENT on behalf of the PARTIES represent and warrant that he/she is duly authorized to execute this AGREEMENT on behalf of their respective party and that this AGREEMENT is binding thereto.

KINGSTON TECHNOLOGY COMPANY, INC. COAST COMMUNITY COLLEGE DISTRICT

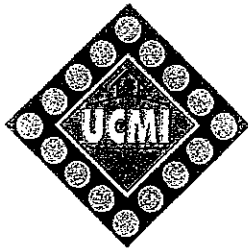
_____ Signature	_____ Signature
_____ Typed Name	_____ Typed Name
_____ Title	_____ President, Board of Trustees
_____ Date	_____ Date

**COAST COMMUNITY COLLEGE DISTRICT
2014 - 2018 FIVE YEAR (CAPITAL) CONSTRUCTION PLAN
EXECUTIVE SUMMARY**

Project By College	Classification	Projected Occupancy	Project Scope in ASF	Net Change in ASF	Total Budget Allocation	Projected Funding Sources		
						State Supported	District Allocation Requirements	Other Supported
<u>Coastline Community College</u>								
7 Le Jao LRC/Stu Learn Center (IPP Preparing)	Growth/Inst. Support	2017/2018	2,887	2,037	\$3,418,000	\$2,050,000	\$1,368,000	\$0
13 Newport Beach Learning Ctr-Coastline	Growth/Academic	2011/2012	46,406	11,396	\$48,500,000	\$0	\$48,500,000	\$0
<u>Golden West College</u>								
1 Science/Math Bldg (FPP Approved 2008)	Growth/Academic	2016/2017	74,236	30,316	\$78,293,000	\$55,145,000	\$23,148,000	\$0
3 Criminal Justice Training Ctr (IPP Approved 2011)	Growth/Academic	2016/2017	25,974	15,549	\$17,232,000	\$10,339,000	\$6,893,000	\$0
4 Student Services Center (IPP Approved 2010)	Growth/Inst. Support	2017/2018	42,262	5,749	\$20,126,000	\$16,100,000	\$4,026,000	\$0
9 Language Arts Complex (IPP Preparing 2012)	Growth/Academic	2018/2019	43,935	9,259	\$32,070,000	\$19,242,000	\$12,828,000	\$0
12 Boys/Girls Club Recreation Facility	Campus Completion	2010/2011	11,300	6,956	\$5,385,000	\$0	\$0	\$5,385,000
<u>Orange Coast College</u>								
8 Business, Math & Computing Ctr.	Growth/Academic	2016/2017	52,042	16,406	\$45,907,000	\$0	\$45,907,000	\$0
2 Lang Arts & Social Sci (FPP Approved 2007)	Growth/Academic	2016/2017	69,701	33,873	\$56,984,000	\$42,319,000	\$14,665,000	\$0
5 Chem Bldg Remod/Expan (IPP Approved 2011)	Growth/Academic	2016/2017	29,775	8,786	\$20,104,000	\$15,078,000	\$5,026,000	\$0
6 Maritime Academy	Growth/Academic	2018/2019	8,323	8,323	\$8,167,000	\$6,533,000	\$1,634,000	\$0
10 Music Modernization (FPP Approved 2006)	Modernization/Academic	2012/2013	12,191	358	\$8,009,000	\$3,832,000	\$4,177,000	\$0
GRAND TOTAL					\$344,195,000	\$170,638,000	\$168,172,000	\$5,385,000
<u>Completed Projects That Will be Removed</u>								
11 Consumer & Sci Lab-Orange Coast College	Growth/Academic	2009/2010	50,400	12,908	\$47,358,387	\$16,799,000	\$30,559,387	\$0

* A Copy of the full Five Year Construction Plan is available for reference in the Board Office





UCMI, INC

Mr. Jerry Marchbank
CCCD
Director, Facilities and Planning
1370 Adams Avenue
Costa Mesa, CA 92626

07/02/2012

Mr. Marchbank,

Following please find our fee proposal as per your request. A lump-sum price is provided to assist for budgetary purposes. This is based on nine month duration for a Project Inspector to work full time for Modernization of Music Building Project at Orange Coast Community College.

Cost per year ----- (\$2080 hrs per year X \$ 80.00 per hour) = \$166,400.00 per year

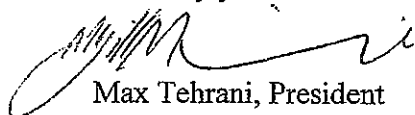
Cost per month ----- (\$166,400 per year / 12 month per year) = \$13,866.67 per month

Cost for six month ----- (9 month X \$13,866.67 per month) = \$124,800 nine month

Total Estimated Cost for nine month : \$124,800
(one hundred twenty four thousand eight hundred dollars)

This estimate is based on one Project Inspector working normal eight hours per day, five days a week, and does not include any overtime.

Sincerely yours



Max Tehrani, President

Attachment 19



CCCD Contract No.: _____

STANDARD ARCHITECTURAL SERVICES AGREEMENT

Between

COAST COMMUNITY COLLEGE DISTRICT

and

MVE Institutional, Inc

**For the Orange Coast College RFQ No. 2007 Fitness Center
Gymnasium Ceiling Retrofit Project**

On the Property Located at

2701 Fairview Rd., Costa Mesa, CA. 92626

ARTICLE 1: GENERAL CONDITIONS TO ARCHITECT'S PERFORMANCE

1.1 **Basic and Supplemental Services.** The Architect hereby agrees to perform for the District, subject to all of the terms and provisions of this Agreement, (a) the services identified in Article 2 of this Agreement (the “**Basic Services**”) and (b) if authorized by the District in writing pursuant to Article 3 of this Agreement, those services identified in said Article 3 (the “**Supplemental Services**”). The Basic Services and the Supplemental Services are sometimes collectively referred to herein as the “**Architect’s Services**”. In performing the Architect’s Services, the Architect shall comply with all of the terms and conditions of this Agreement, including without limitation the general conditions set forth in this Article 1 and any representations and warranties of the Architect set forth in this Agreement.

1.2 **Standard of Care.** The Architect’s Services shall be performed in a manner consistent with professional skill and care and the orderly progress of the design and construction of the Project. The Architect represents that in performing the Architect’s Services, the Architect (together with all individuals employed by or under the supervision of the Architect) will adhere to the standards of care and professionalism established or required by the CAB for architects licensed to practice in California. In addition, the Architect’s Proposal for Architectural Services and Firm Qualifications dated May 23, 2012, are included as Exhibit “M” and are incorporated into the Agreement to further establish the Architect’s level of standard of care.

1.3 **Key Personnel.** Each and every one of the persons identified on Exhibit “B” to this Agreement (“**Key Personnel**”) shall personally oversee the Architect’s performance of its obligations under this Agreement. Each of the Key Personnel shall make himself or herself available to resolve any disputes or potential disputes that may arise during the Architect’s performance of the Architect’s Services. If, during the term of this Agreement, any of the Key Personnel should cease to be employed by the Architect or otherwise fail to personally oversee the performance of the Architect’s Services, the Architect shall submit a replacement for such person, who may be approved or disapproved by the District in the District’s sole discretion. The Architect’s failure to submit a replacement acceptable to the District shall be cause for termination of this Agreement by the District pursuant to Section 7.2 below.

1.4 **Budgets and Time Schedules.** The Architect shall use its best efforts to adhere to all budgets and time schedules prepared by the Architect and/or the District in connection with the Project, and shall not exceed same except for reasonable cause. The Architect shall notify the District in writing immediately if and when the Architect determines that a reasonable possibility exists that any such budgets or time schedules will (or may) be exceeded. Such written notice shall specify the reasons why such budgets or time schedules will (or may) be exceeded.

1.5 **Completion Deadlines.** The Project consists of the following stages and phases, which are defined and described in Article 2 of this Agreement:

- Preparation of Project Schedule
- Schematic Design Phase

- Design Development Phase
- Submittal of Preliminary Drawings (Design Development completion level) to the State
- Chancellor's Office (for courtesy review)
- Construction Documents Phase
- Submittal of Contract Documents to DSA (defined below)
- Approval of Contract Documents by DSA

- Submittal of DSA approved Contract Documents to State Chancellor's Office (for courtesy review)
- Bidding Phase
- Construction Phase
- Post-construction/Close out Phase

The Architect shall cause those stages and phases of the Project to be completed on or before the deadlines identified in the Schedule of Project Deadlines set forth at Exhibit "C". If at any time the Architect determines there is a reasonable likelihood the Architect will be unable to meet one or more of those deadlines, the Architect shall notify the District in writing. Such written notice shall specify the reasons why the Architect will (or may) be unable to meet the deadline(s) in question, and shall indicate the date(s) on which the Architect anticipates that the subject stage(s) or phase(s) will be completed. Except as noted below in this Section 1.5, the Architect's delivery and/or the District's receipt of any such notice shall neither be deemed a waiver of any rights the District may have to insist on conformance with the deadline nor a waiver of any remedies available to the District for the Architect's failure to comply with the deadline. However, if any such deadline is missed for reasons not caused by the Architect and not under the Architect's control, then the District will agree to a reasonable extension of that deadline. With respect to approval of the Construction Documents (as defined in Section 2.7.1 below) by California's Department of General Services, Division of the State Architect ("DSA"), if the DSA fails to approve the Construction Documents by the approval deadline set forth above, then the District will agree to a reasonable extension of that approval deadline if all of the following conditions are met: (a) the Architect submitted the Construction Documents (plus all related forms, applications and other submission materials required by the DSA) to the DSA on or before the submittal deadline set forth above; (b) the DSA's failure to approve the Construction Documents by the approval deadline is not based on the DSA's determination that those Construction Documents (or other such forms, applications, or submission materials) are inadequate or incomplete; and (c) the DSA's failure to approve the Construction Documents by the approval deadline is not otherwise caused by the negligent acts, errors, or omissions of the Architect.

1.6 **Confidentiality**. The Architect shall maintain the confidentiality of any and all information provided to the Architect by the District, unless otherwise required by law. Unless the Architect is notified to the contrary by the District in writing, the Architect should presume that all such information (including without limitation information pertaining to budgetary matters and/or hazardous materials) is confidential. The Architect shall not release any such

information (except to the persons identified in the following sentence) without the District's prior written consent. The Architect shall require its employees, subcontractors, consultants, and other third parties to whom the Architect is permitted or required to disclose such information in the performance of the Architect's duties under this Agreement to similarly maintain the confidentiality of such information. Notwithstanding the foregoing, nothing set forth in this Section 1.6 shall cause the Parties to treat as confidential any information which is identified by Section 17.18 as not being confidential. Moreover, nothing in this Section 1.6 shall prohibit the release of information to the extent and in the manner that such information is authorized to be released pursuant to Section 17.8 below.

1.7 Conflicts of Interest; Litigation. The Architect shall not, without the District's prior written consent, engage in any activity or accept any employment, interest or compensation that would reasonably appear to compromise the Architect's professional judgment with respect to the Project. Further, the Architect represents and warrants that it has no unresolved litigation pending against it for claims based on services provided by the Architect.

1.8 Knowledge of and Compliance with Applicable Laws. The Architect, and all persons and/or entities performing the Architect's Services on behalf of Architect, shall at all times during the term of this Agreement have sufficient knowledge of all laws, statutes, ordinances, regulations, and other legal requirements (including, without limitation, any rules and guidelines promulgated thereunder) applicable to the design and/or construction of the Project and/or otherwise applicable to any of the Architect's Services (collectively, "**Applicable Laws**") necessary to enable the Architect to perform the Architect's Services (including without limitation preparation of any documents required to be prepared hereunder by or with the assistance of the Architect) in conformance with Applicable Laws. In the performance of the Architect's Services, the Architect, and all persons and/or entities performing the Architect's Services on behalf of Architect, shall comply with all Applicable Laws.

1.9 Compliance with Requests of Government Agencies. Unless otherwise directed by the District, the Architect shall respond to and comply with requests relative to the Project made by any and all federal, state, regional or local governmental entities having jurisdiction over the Project (collectively, "**Governmental Agencies**"), including without limitation: the California Department of Finance ("**DOF**"); the DSA; the California Department of General Services, California's State Allocation Board ("**SAB**"); the California State Public Works Board ("**SPWB**"); and the building department, planning department, zoning department, health department, public works department, or any similar department, agency, or subdivision of any city or county having jurisdiction over the Project.

1.10 Ownership of Architect's Work Product. All plans, specifications, drawings, and estimates relative to the Project prepared by the Architect and/or its employees, subcontractors and consultants (collectively, the "**Project Documents**") shall be and remain the property of the District. Without limiting the generality of the foregoing, the Project Documents include the Project Schedule, the Budget, the Schematic Design Documents, the Design Development Documents and the Construction Documents, all as defined in Article 2 below. Also without

limiting the generality of the foregoing, the Project Documents shall be and remain the property of the District regardless of the format on which said items are prepared or stored, including without limitation paper copies, original or reproducible transparencies, AutoCAD R-2007 files (or similar computer-aided drafting or design formats), or other types of computerized data. Finally, and again without limiting the generality of the foregoing, the District specifically maintains ownership of the design of the Project and the design of any buildings or other improvements which are a part thereof, despite the fact that such design may have been created or prepared by the Architect or its employees, subcontractors, and consultants, and such design may not be re-used by the Architect or its employees, subcontractors, or consultants without the specific prior written consent of the District. Notwithstanding the foregoing, the official copyright in all Project Documents shall remain with the Architect; however, the Project Documents themselves shall be the property of the District as set forth in this Section 1.10, and the District may use the Project Documents in the manner and for the purposes specified in Sections 1.10.1, 1.10.2, and 1.10.3 below.

1.10.1 **Right to Use.** The Architect grants to the District the right to use and reuse all or any part of the Project Documents at the District's sole discretion and with no additional compensation to the Architect, for the purposes of (a) construction of all or part of the Project; (b) the repair, renovation, modernization, replacement, reconstruction, or expansion of the Project; or (c) the construction of another project by or for the District for the District's ownership and/or use. The District is not bound by this Agreement to employ the services of the Architect in the event any of the Project Documents are used for such purposes. The District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or omissions of the Architect; provided, however, that any use or reuse by the District of the Project Documents on any project other than this Project without employing the services of the Architect shall be at the District's own risk with respect to third parties. If the District uses or reuses the Project Documents on any project other than this Project without employing the services of the Architect, it shall remove the Architect's seal from the Project Documents and indemnify and hold harmless the Architect from claims arising out of the use or re-use of the Project Documents on such other project. The Architect shall not be responsible or liable for any revisions to the Project Documents made by any person or entity other than (i) the Architect, (ii) a person or entity acting on behalf of the Architect and/or for whose acts Architect is responsible or liable, or (iii) any person or entity approved in writing by Architect to revise the Project Documents.

1.10.2 **License.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. The Architect shall require any and all of the Architect's subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

1.10.3 **Right to License.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs, and other intellectual property embodied in the Project Documents that the Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to Article 11 of this Agreement for any breach of this Section.

ARTICLE 2: SCOPE OF ARCHITECT'S SERVICES

2.1 Basic Services Applicable to All Stages and Phases of the Project.

2.1.1 **General Architectural and Engineering Services.** The Architect shall perform any and all architectural design, structural engineering, civil engineering, mechanical engineering, electrical engineering, landscape architecture, and construction administration services, and any other professional architectural services requested by the District (other than the Supplemental Services), which in the opinion of the Architect and/or the District are necessary for the completion of the Project.

2.1.2 **Coordination With and Oversight by Program Manager.** The District may, at its option, utilize the services of a construction program manager (the "Program Manager") in connection with the Project. The Program Manager's duties may include any or all of the following, at the District's discretion: acting as an advisor to the District and to the Architect in the areas of construction technology, constructability, scheduling, markets, and/or costs; assisting the District and the Architect with identifying early purchase or long lead-time items; assisting the District and the Architect with the preparation of Contract Documents (as defined in Section 2.7.1 below); assisting the District and the Architect in obtaining bids and awarding either one (1) Construction Contract (defined in Section 2.7.1 below) to the General Contractor (defined in Section 2.7.1 below), or awarding multiple Construction Contracts to multiple contractors for various aspects of the Project (the "Prime Contractors"); and coordinating negotiations relative to the construction of the Project. If the District elects to utilize the services of a Program Manager, then the Architect shall cooperate with the Program Manager in connection with the performance of the Architect's duties hereunder.

2.1.3 **Assistance with Government Approvals.** The Architect shall assist the District in obtaining required approvals from Governmental Agencies necessary for the design, construction, and commencement of operation of the Project, including without limitation approvals relative to the provision of electrical, gas, water, sanitary or storm sewer, telephone, and other utilities to the Site.

2.1.4 **Attendance at Project Coordination Meetings; Responsiveness; Preparation of Minutes.** The Architect shall attend regular Project coordination meetings (at such times and places as established by the District in its discretion) between the Architect, its consultants, the District's representatives, the District's consultants, the Program Manager and the General Contractor (as defined in Section 2.7.1 below) throughout the design and construction of the Project. The Architect shall respond promptly with respect to matters assigned to the Architect for action or resolution. The Architect shall make a written record of all such meetings, and of

any other meetings, conferences, discussions, and decisions made between or among the District, the Architect, the Program Manager and the General Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the Work (defined below). The Architect shall provide a copy of such record to the District. As used herein, the term “**Work**” means the construction and services required by the Contract Documents (as defined in Section 2.7.1 below), whether incomplete, partially completed or fully completed, and includes all other labor, materials, equipment and services provided or to be provided by the General Contractor (or, where there is no General Contractor, by each Prime Contractor) to fulfill the General Contractor’s (or Prime Contractors’) obligations. Notwithstanding the foregoing, upon written notice to the Architect from the District or the Project Manager, the written records of any or all such meetings, conferences, discussions and decisions (as specified in the notice) shall be prepared by the Project Manager rather than by the Architect.

2.1.5 **Attendance and Presentations at Public Meetings.** To the extent requested by the District, the Architect shall prepare for and make formal presentations to the District’s Board of Trustees, and shall attend public hearings and other public meetings related to the Project.

2.1.6 **Existing Utilities.** The Architect shall be responsible for determining the capacity of any existing utilities serving the Site, and for any design or documentation required to make points of connection to existing utility services or relocation of existing utilities at the Site required for the Project.

2.1.7 **Revisions of Documents to Correct Inconsistencies.** If the District at any time discovers that any of the Project Documents do not conform to written instructions previously given to the Architect by the District, the District shall promptly notify the Architect of the discrepancy, and the Architect shall promptly revise the Project Documents to conform to those written instructions.

2.1.8 **Changes Required by Government Agencies.** If any Government Agency (or any other third party having the legal right to do so) requires that any of the Project Documents be modified or that additional Project Documents be prepared, the Architect shall so modify and prepare the Project Documents upon the District’s request. If the requirement arises prior to the completion of the Design Development Documents, such modification or preparation shall be Basic Services. If the requirement arises after the completion of the Design Development Documents, such modification or preparation shall be Supplemental Services.

2.1.9 **Assistance with Legal Proceedings.** To the extent requested by the District, the Architect shall attend legal hearings and proceedings, and cooperate with the District’s attorneys in preparation for such hearings and proceedings, relating to third-party claims against the District which either (a) allege errors or omissions on the part of the Architect, or (b) in the opinion of the District may have arisen from errors or omissions on the part of the Architect.

2.1.10 **Architect's Employees, Engineers, Subcontractors, and Consultants.** As part of the Basic Services, the Architect shall comply with the provisions of Article 10 hereof with respect to any and all of the Architect's employees and any engineers, subcontractors, and consultants employed or retained by the Architect.

2.1.11 **Graphics and Signage.** The Architect shall provide design and other services required for or in connection with interior and exterior graphics and signage following the standards provided by the District.

2.1.12 **General Project Administration.** The Architect shall manage the Architect's Services and administer the Project as described in Article 2. The Architect shall consult with the District, research applicable design criteria, attend meetings relative to the Project, and communicate with other individuals and entities involved in the Project. The Architect shall issue written progress reports to the District on either a biweekly or monthly basis as directed by the District. The Architect shall coordinate the services provided by the Architect and the Architect's employees, subcontractors, and consultants with those services provided by the District and the District's employees and consultants. To the extent the District elects to use the services of a Program Manager on the Project, the Architect shall perform some or all of its services under this Section 2.1.12 in conjunction with the Program Manager, as directed by the District. The Architect will be required to utilize the document control software, Expedition, implemented by the District for management and tracking of all correspondence and submittals.

2.1.13 **Submittal Requirements.** The Architect shall submit to the District or the Program Manager the documents identified in Exhibit "D" at the times and in the quantities identified in that Exhibit "D".

2.1.14 **Specification Format.** The District will provide a set of standard specifications reflecting format, terminology, products, materials, and construction methods and procedures that are generally acceptable on District projects. These standard specifications are intended to serve as a guide. The Architect shall review the standard specifications and determine the extent to which the various sections and paragraphs are applicable and the extent to which modifications are required. Where, in the opinion of the Architect, modifications in either format, terminology, products, materials, or construction methods and procedures are required, Architect shall identify the modifications in the specifications for District attention, review, and approval. The standard specifications are not intended to limit the Architect's discretion to propose other products, materials, or construction methods and procedures. Neither the provisions of the standard specifications established by the District nor Architect's use of the standard specifications as a guide to prepare specifications shall derogate from the Architect's responsibility to prepare the Construction Documents.

2.2 **Notice to Proceed.** The Architect shall not commence the performance of any of the Architect's Services until the District has delivered to the Architect a letter signed by the District expressly directing the Architect to commence the performance of the Architect's Services (the "**Notice to Proceed**").

2.3 **Project Schedule.** Not later than 14 days after the District's delivery of the Notice to Proceed, the Architect shall prepare and submit to the District a schedule (the "**Project Schedule**") that identifies milestone dates for the commencement and completion of the various stages of design and construction of the Project, including all stages and phases identified in Exhibit "C" hereto, together with any other important dates or deadlines (including without limitation dates by which the District must provide the Architect with information relative to one or more such stages in order to allow the Project to continue on schedule) which the Architect deems material to the Architect's successful administration of the Project. Any such revisions to the Project Schedule shall also include allowances for time required by the District and by Governmental Agencies to review documents and information submitted to them in connection with the design and construction of the Project. Nothing in the Project Schedule shall conflict with or extend the completion deadlines set forth in Exhibit "C" hereto. If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when revising the Project Schedule. The Architect shall adhere to the Project Schedule in administering the Project. If at any time the Architect determines there is a reasonable probability the Project will not progress as quickly as required by the Project Schedule, the Architect shall notify the District in writing. Such written notice shall identify the anticipated delay, specify the reasons therefor, and indicate the effect of that delay on the subsequent items of the Project Schedule. The Architect's delivery and/or the District's receipt of any such notice shall neither be deemed a waiver of any rights the District may have to insist on adherence to the Project Schedule nor a waiver of any remedies available to the District for any failure to adhere to the Project Schedule.

2.4 **Budget.**

2.4.1 **Definition of Project Construction Cost.** As used in this Agreement, the term "**Project Construction Cost**" shall mean the total cost incurred by the District for construction materials, construction services and any other Work in connection with the Project. Design contingency and construction escalation are to be calculated into the Project Construction Cost. A separate construction contingency is to be added to all estimates, which is not to be included in the Project Construction Cost amount. The cost of construction management and construction supervision services incurred by the District shall be excluded from the definition of Project Construction Cost. Project Construction Cost shall not include: (a) amounts payable to the Architect under this Agreement; (b) compensation payable to the Architect's subcontractors or consultants; (c) the District's cost of acquiring the Site; (d) amounts payable by the District to the Architect pursuant to Section 2.7.1 below for the Architect's preparation of Initial As-Built Drawings (as defined in Section 2.5.4 below); (e) financing costs, if any, payable by the District in connection with the Site and/or the Project; (f) the cost of construction management and construction supervision services incurred by the District; (g) permit fees and other charges imposed by Governmental Agencies for plan review, building permits, or other governmental services or approvals relative to the Project; (h) costs of surveys; and (i) costs of obtaining any environmental assessments and any other hazardous materials testing and/or remediation costs.

2.4.2 **Obligation of Architect to Design Within Budget.** Subject to the provisions of Section 2.4.5, it is the obligation of the Architect to design the Project in a manner that will enable the Project to be completed for an amount that does not exceed the Budget. No adjustments shall be made to the Budget, except for (i) adjustments caused by fluctuations in general levels of prices in the construction industry as reflected by the Engineering News-Record Index; (ii) adjustments caused by changes requested in writing by District to the Conceptual Design/Architectural Program; or (iii) other adjustments to the Budget that the District determines, in its sole discretion, are appropriate or necessary. To increase the likelihood that the Project Construction Cost will neither substantially exceed nor substantially fall short of the Budget, the Architect shall include in its design of the Project optional features, elements, components, treatments, and other items that may be added to or deleted from the Project for the purpose of adjusting the Project Construction Cost (collectively, the “**Optional Features**”). The number and types of Optional Features shall be mutually agreed upon by the Architect and the District; provided, however, that each of the Optional Features shall contemplate only the addition or deletion of “non-essential” features, elements, components, treatments or other items. As used in the preceding sentence, “non-essential” means such features, elements, components, treatments, or other items that are not deemed by the District to be necessary to the Project. Without limiting the generality of the foregoing, the Optional Features shall with rare exception be limited to decorative/aesthetic elements or alternate construction materials. An Optional Feature shall be identified as an additive or deductive alternate in the Construction Documents (defined in Section 2.7.1 below), or by means of a simple narrative, or in some other manner mutually agreed upon by the Architect and the District. To the extent possible, each Optional Feature shall be described and/or depicted so as to enable the Optional Features to be added or deleted without the need for the plans and specifications to be re-designed or re-drawn. The estimated cost of incorporating the Optional Features into (or removing them from) the Project shall total approximately five percent of the Budget.

2.4.3 **Modification of Budget Based on Delay in Preparation of Contract Documents.** If the Contract Documents (defined in Section 2.7.1 below) are not completed and delivered to the District and bidding thereon has not commenced within three and one-half months after the DSA approves the Construction Documents, then the Architect shall, upon the District’s request, revise the Budget to reflect changes in the general level of prices in the construction industry between the date of the District’s initial approval of the Budget and the date on which the District intends to seek bids for the Work. If the Architect’s failure to complete or deliver the Contract Documents within the time specified above was caused by the District’s delay, or if the District’s delay prevented the bidding from commencing within the time specified above, or if the revisions to the Budget are needed due to the District’s delay, then the Architect’s revision of the Budget pursuant to this Section 2.4.3 shall be Supplemental Services for which the Architect shall be compensated pursuant to Article 3 below. In all other cases, the Architect’s revision of the Budget pursuant to this Section 2.4.3 shall be Basic Services.

2.4.4 **Modification of Budget Upon Receipt of Bids.** The Budget shall be the acceptable estimate of Project Construction Cost to the District as submitted by the Architect until such time as bids have been received pursuant to Section 2.8 below, whereupon the Budget shall

be revised to reflect the bid results and any contingencies as determined by the District and the Program Manager. If the District elects to use multiple Prime Contractors rather than a single General Contractor, then each portion of the Budget corresponding to the Work to be performed by each Prime Contractor shall be revised pursuant to this Section 2.4.4 upon the District's acceptance of each such Prime Contractor's bid. Nothing in this paragraph shall restrict the District's rights as set forth in Section 2.4.5 below.

2.4.5 District's Rights Where Lowest Bid is Less than Budget or Exceeds Budget by Five Percent or Less. If the lowest bid received by the District is less than the Budget, or exceeds the Budget by an amount equal to or less than five percent (5%) of the Budget, then the District may direct the Architect to exclude or include one or more Optional Features. The determination of which Optional Features to exclude or include pursuant to this Section 2.4.5 shall be made by the District in its sole discretion.

2.4.6 District's Rights Where Lowest Bid Exceeds Budget by Greater Than Five Percent. If the lowest bid received exceeds the Budget by more than five percent, the District may (a) give written approval to increase any item of the Budget to equal the lowest bid received, (b) authorize rebidding of all or any portion of the Project within a reasonable time; (c) abandon the Project and terminate this Agreement in accordance with Article 7 below; or (d) require the Architect to modify the Construction Documents (at no additional cost to the District) in order to reduce the estimated Project Construction Cost to a level that falls within the Budget. If the District requires the Architect to revise the approved Construction Documents pursuant to clause (d) above, revisions proposed by the Architect shall be consistent with the design and architectural criteria previously established and/or approved by the District for the Project, and shall not materially compromise (as determined by the District in its reasonable judgment) those criteria or the aesthetic, structural or functional elements of the Project.

2.4.7 Phased Construction. If the District requests that the Project be bid or constructed in phases, the Architect shall prepare appropriate bid documents at no additional expense to the District. Notwithstanding the foregoing, if the bidding of said phases is separated by six months or more, then the preparation of such bid documents shall be considered Supplemental Services, to the extent any such delay causes the cost to prepare such bid documents to increase.

2.5 Schematic Design Phase. The obligations of the Architect set forth in this Section 2.5 shall be referred to as the "**Schematic Design Phase**". The services to be performed by the Architect pursuant to this Section 2.5 shall be referred to as the "**Schematic Design Services**".

2.5.1 Schematic Design Documents. Promptly following the District's issuance of the Notice to Proceed, the Architect shall prepare, for approval by the District, documents establishing three conceptual designs of the Project illustrating the scale and relationship of Project components ("**Schematic Design Documents**"). The Architect shall submit Schematic Design Documents as listed in Exhibit "D". If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the

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COAST COMMUNITY COLLEGE DISTRICT STANDARD ARCHITECTURAL SERVICES AGREEMENT

This Standard Architectural Services Agreement (this “**Agreement**”) is made and entered into by and between Coast Community College District, a community college district organized and operating pursuant to Education Code Sections 70900 *et seq.* (the “**District**”), and MVE Institutional, Inc a Corporation (the “**Architect**”). The District and the Architect are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**” This Agreement is made with reference to the following facts:

RECITALS

A. Each person performing professional architectural services hereunder on behalf of the Architect shall be fully licensed by the California Architects Board (the “**CAB**”) to provide architectural services in conformity with the laws of the State of California. Each person performing professional engineering or surveying services hereunder on behalf of the Architect shall be fully licensed by the California Board for Professional Engineers and Land Surveyors (the “**CBPELS**”) to provide engineering or surveying services in conformity with the laws of the State of California.

B. The District now owns, or is in the process of acquiring, certain real property located at 2701 Fairview Rd., in Costa Mesa, California (the “**Site**”) at which the District currently, or in the future intends to, conduct college classes and/or related administrative functions.

C. The District intends to cause a district or college facility to be designed and constructed upon the Site and/or cause certain modifications, alterations, additions and improvements to be made to one or more of the buildings and/or other facilities located on the Site. The design, construction, and/or improvement of said district or college facility is referred to herein as the “**Project**”. Exhibit “A” to this Agreement contains a more detailed description of the Project.

D. The District wishes to engage the Architect to perform certain architectural and related services in connection with the Project, and the Architect wishes to provide such services to the District, all subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

Program Manager when preparing the Schematic Design Documents. Without limiting the generality of the foregoing, the Schematic Design Documents shall include: a general description of the Project; a conceptual site plan; preliminary building plans, sections and elevations; perspective sketches; outline specifications; code analysis; area (assignable and gross square footages) tabulation; and any other drawings or documents requested by the District. Preliminary selections of major building systems and construction materials shall be noted on the drawing or described in writing as part of the Schematic Design Documents. The design of the Project as shown on the Schematic Design Documents, and the construction requirements specified therein or made necessary by such design, shall comply with all Applicable Laws. Once schematic design is approved by the program manager, the architect will prepare a 3D animation “fly around” presentation of the structure and present same to the Administration and Board members as needed. A maximum of three presentations is included in this Agreement.

2.5.2 **Budgetary and Scope Constraints**. The Architect shall perform the Schematic Design Services in such a manner as not to exceed the budgetary and scope constraints established by the District, unless otherwise directed by the District in writing. The District understands and acknowledges, however, that the Architect makes no warranties or guaranties of the Project Construction Cost. The Architect shall prepare a schematic design cost estimate at the completion of the Schematic Design Phase. The Architect’s estimate at the completion of the schematic design phase shall include in the total Project Construction Cost a 15% design contingency and escalation. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction.

2.5.3 **Investigation of Existing Conditions and Preparation of Initial As-Built Drawings**. Prior to and during the course of the Architect’s performance of the Schematic Design Services, the Architect shall investigate existing conditions or facilities at the Site as necessary to effectively prepare the Schematic Design Documents. If the Architect needs to review “as-built” drawings of the buildings, facilities and other improvements existing on the Site as of the date of this Agreement (the “**Initial As-Built Drawings**”) in order to prepare the Schematic Design Documents, and if such Initial As-Built Drawings are incomplete or do not exist, then the Architect shall deliver a written proposal to the District identifying the need for the Architect to prepare the Initial As-Built Drawings, the scope of work proposed to be undertaken by the Architect in connection with that preparation, and the number of hours which the Architect expects will be required of it to prepare the Initial As-Built Drawings. Upon and to the extent of the District’s written approval of the Architect’s proposal, the Architect shall prepare any such Initial As-Built Drawings. The Architect shall be compensated pursuant to Section 5.1 below for preparation of the Initial As-Built Drawings. Nothing in this Agreement shall warrant the accuracy of any existing Initial As-Built Drawings provided by the District.

2.6 **Design Development Phase**. The obligations of the Architect set forth in this Section 2.6 shall be referred to as the “**Design Development Phase**”.

2.6.1 Design Development Documents. Upon the District's delivery of the Notice to Proceed, the Architect shall prepare design development documents ("**Design Development Documents**") for written approval by the District. The Architect shall submit Design Development Documents as listed in Exhibit "D". If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when preparing the Design Development Documents. The Design Development Documents shall illustrate and define the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of site plans, floor plans, elevations, cross sections, and other documents necessary to depict the design of the Project. The Design Development Documents shall also include: typical construction details; equipment layouts; landscape conceptual plans; architectural information to fix and illustrate the size, character, and quality of all Project components as they relate to the District's program requirements; updated code analysis; updated area tabulations; and such other essentials as may be deemed appropriate by the Architect and/or the District. The Design Development Documents shall also include specifications that identify major materials and systems (including civil, structural, mechanical, and electrical systems) and establish in general their quality levels. The Architect shall provide samples of all finish materials listed in the materials/color schedule. These samples shall be accurate with respect to the actual finishes, textures, and colors being proposed. Material samples shall be mounted and displayed on presentation boards and be presented for review and approval by the District.

2.6.2 Budgetary and Scope Constraints. The Architect shall prepare the Design Development Documents in such a manner as not to exceed the budgetary and scope constraints established by the District, unless otherwise directed by the District in writing. The Architect shall prepare a detailed construction cost estimate at the completion of the Design Development Phase. The Architect's detailed estimate at the completion of the design development phase shall include within the total Project Construction Cost a 10% design contingency and escalation. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction. The Architect shall prepare a complete Final Project Proposal (FPP) for submittal by the District to the State. The requirements for preparation of the FPP may be found on the State Chancellor's Office website at www.cccco.edu.

2.6.3 Selection of Manufactured Items. The Architect shall cooperate and consult with the District in use and selection of manufactured items which are to be incorporated into the Project and/or shown in the Design Development Documents, including without limitation paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the District's criteria to the extent such criteria do not interfere with Project design and are in compliance with the requirements of *Public Contract Code* Section 3400.

2.6.4 Consideration of Costs and Funding Sources. The Architect shall consider operating and maintenance costs when selecting systems for the District and when preparing the Design Development Documents. The Architect shall prepare the Design Development

Documents so as to allow the District to utilize grants and outside funding sources which the District has identified and as to which the District has given reasonable advance notice to the Architect. To the extent that the Architect is aware of any grants or funding sources whose availability may depend upon specific features of the Project's design, the Architect agrees to notify the District of those grants or funding sources when preparing the Design Development Documents. In preparing the Design Development Documents, and in any subsequent efforts by the Architect relative to the design of the Project, the Architect shall work with the District to consider and utilize funding from grants and alternative funding sources.

2.6.5 District's Election Regarding Alternate Design Documents. Up through the District's approval of the Schematic Design, the District may request that the Architect (a) prepare alternate Schematic Design Documents based on different construction concepts proposed or adopted by the District, (b) prepare the Schematic Design Documents such that they will permit the Contract Documents (as defined in Section 2.7.1 below) to allow for portions of the Work to be performed under separate construction contracts, or (c) prepare the Schematic Design Documents such that they will permit the Contract Documents to allow for the deferral of the construction of certain buildings, facilities, or other portions of the Project. If the District makes such a request during the Schematic Design Phase (or, if the request arises due to the fault of the Architect or is needed to prevent the Project from exceeding the Budget), then such services shall be included as part of the Basic Services. In all other cases, such services shall constitute Supplemental Services and shall be subject to the provisions of Article 3 below.

2.7 Construction Documents Phase. The obligations of the Architect set forth in this Section 2.7 shall be referred to as the "**Construction Documents Phase**".

2.7.1 Definition of Contract Documents. As used herein, the term "**Contract Documents**" shall include the following: (a) an agreement ("**Construction Contract**") between the District and the licensed general contractor to whom the District will award the right to act as the District's general contractor for the Project (the "**General Contractor**") specifying the General Contractor's rights and obligations with respect to the construction of the Project and including, among other things, general and supplementary conditions of the Construction Contract ("**General Conditions**"); (b) plans, specifications, drawings, addenda, and other documents (the "**Construction Documents**") which (i) set forth in detail the requirements for the construction of the Project, (ii) describe the quality, configuration, size and relationships of all components to be incorporated into the Project, and (iii) are consistent with the Design Development Documents, the Budget, and the Project Schedule; (c) information, documents and forms relative to the bidding of the construction work for the Project and the procurement of materials for the Project, including without limitation (i) descriptions of the time, place and conditions of bidding, (ii) proposal forms, (iii) bidding forms, and (iv) a requirement that the General Contractor provide operation manuals and adequate training for the District in the operation of mechanical, electrical, heating, air conditioning, and other systems installed by or at the direction of the General Contractor (the "**Bidding Documents**"); and (d) a comprehensive project manual for the Project containing all design and construction requirements (including without limitation details as to the quality levels of materials and systems required for the Project) with which the General

Contractor, subcontractors and material suppliers must comply in connection with the Project (the "Project Manual"). Without limiting the generality of the foregoing: (1) the Contract Documents shall set forth in detail the requirements for the Work in conformity with all Applicable Laws and requirements of the DSA; (2) the Contract Documents shall show all the construction work to be done, the materials, workmanship, finishes, and equipment required for the Project; (3) the Construction Documents (together with any other portions of the Contract Documents that the District may specify subsequent to the execution of this Agreement) shall be prepared in the formats required by Section 2.7.4 below; and (4) the Contract Documents shall contain any information necessary to inform the General Contractor and all subcontractors of the requirements of any Owner Controlled Insurance Program ("OCIP") applicable to the Project, and of the fact that the General Contractor and subcontractors are not to include insurance cost in their bids to the extent that insurance is to be provided under the OCIP. If the District elects to use multiple Prime Contractors rather than a single General Contractor, then all references herein to the Construction Contract shall be deemed to refer to each agreement entered into between the District and any Prime Contractor. If the District elects to use multiple Prime Contractors, it shall constitute Supplemental Services and shall be subject to the provisions of Article 3 below.

2.7.2 Preparation of Construction Documents. Promptly following the District's approval of the Design Development documents and receipt of a written Notice to Proceed with Construction Documents Phase, the Architect shall prepare the Construction Documents, as well as those portions of the Project Manual which are to be prepared by the Architect hereunder, based on the Design Development Documents approved by the District. The Architect shall deliver such items to the District for its review and approval when such items are 50% complete, 95% complete and 100% complete. The Architect shall submit Construction Documents as listed in Exhibit "D". The Architect shall also assist the District and its attorneys in the preparation of the Construction Contract (including the General Conditions) and the Bidding Documents. If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when preparing (or assisting in the preparation of) the Contract Documents. The Architect shall modify the Construction Documents to include any revisions required by the District as a condition to its approval of the Construction Documents. A final 100% updated materials board is to be submitted with the 95% Construction Documents submittal. The Architect shall also prepare and deliver to the Program Manager a detailed estimate of the Project Construction Cost at 50% completion, 95% completion and 100% completion (DSA approval) of those portions of the Construction Documents that the Architect is responsible for preparing. The Architect's detailed estimate at the 50% and 95% Construction Documents phase submittals shall include within the total Project Construction Cost a 5% and 3% design contingency, respectively, plus escalation. At the 100% submittal (DSA approval), the Architect shall submit an updated detailed estimate with the design contingency reduced to 0%. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction.

2.7.3 **Asbestos-Containing Materials.** The Architect shall include statements in the Construction Documents that materials containing asbestos are not to be incorporated into the Project.

2.7.4 **Submission of Construction Documents to DSA for Approval.** Upon the District's approval of all of the Construction Documents, the Architect shall, by not later than the deadline specified in Exhibit "C", submit the Construction Documents to the DSA for approval. The Architect shall submit a sufficient number of copies of the Construction Documents to the DSA so that the DSA will return one (1) original set bearing DSA's stamp of approval. Promptly following DSA's approval of the Construction Documents, the Architect shall assemble and deliver to the District the Construction Documents and any and all other portions of the Contract Documents in quantities specified in Exhibit "D". Any portions thereof consisting of drawings shall be provided to the District in AutoCAD R-2007 (or more recent version) format and the remainder shall be provided in Microsoft Word format. Upon receipt of DSA approval the Architect shall prepare an updated complete Final Project Proposal (FPP) for submittal by the District to the State. The requirements for preparation of FPP may be found on State Chancellor's Office website at www.cccco.edu.

2.7.5 **Deposit with Reprographics Company.** Upon the District's approval of the Contract Documents, the Architect shall deposit with the reprographics company specified by the District the number of Contract Documents as listed in Exhibit "D" to be used in connection with the bidding of the construction work on the Project and for the printing of additional sets of Contract Documents during the Project.

2.7.6 **No Warranty by Architect Regarding Project Construction Cost.** The District acknowledges that the Architect's initial estimate of the Project Construction Cost, the Architect's review of the District's budgetary goals and constraints, the Architect's preparation of the Budget, and any subsequent re-evaluation and revised estimates of the Project Construction Costs all represent the Architect's judgment as a design professional familiar with the construction industry. The District and the Architect also acknowledge that neither the Architect nor the District has control over the cost of labor, materials, or equipment, over the General Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the District recognizes that the Architect cannot and does not warrant or represent that the bids or negotiated prices will not vary from the Budget or from any estimate of the Project Construction Cost prepared or agreed to by the Architect. Notwithstanding the foregoing, nothing in this Section 2.7.6 shall alleviate or release the Architect from its responsibility to design the Project within the Budget.

2.7.7 **Modification of Construction Documents.** Notwithstanding the provisions of Section 2.7.6 above, the Architect shall periodically re-evaluate and revise its estimate of the Project Construction Cost and advise the District of the revised estimate. The Architect shall also notify the District of adjustments in previous estimates of the Project Construction Cost arising from market fluctuations or approved changes in the scope of the Project or in the requirements of construction of the Project. At the completion of the Schematic Design Phase, and at the

completion of the Design Development Phase, and at 50%, 95% and 100% completion of the Construction Document Phase, the District may direct the Architect, without additional charge to the District, to redesign the Project and revise the Construction Documents in order to allow the Project to be completed within the requirements of the Budget. As used in this paragraph, “redesign” does not mean phasing or removal of parts of the Project unless agreed in writing by the District; instead, “redesign” means redesign of the entire Project, including all of its component parts. At the District’s discretion, the District may instruct the Architect that the Architect’s redesign of the Project and revision of the Construction Documents shall include any or all of the following: contingencies for design, bidding and price escalation; modifications concerning the materials, equipment, component systems, and types of construction; adjustments to the scope of the Project; and alternate bids as may be necessary to adjust the estimated Project Construction Cost so that it does not exceed the Budget.

2.8 **Bidding Phase.** The “**Bidding Phase**” will commence upon the District’s approval of the Construction Documents (and of any revisions to the Budget and/or the estimated Project Construction Cost). During the Bidding Phase, the Architect shall assist the District in obtaining bids and awarding the Construction Contract for the construction of the Project, and, at the District’s request, the Architect shall print and distribute necessary bidding information. The Bidding Phase shall end upon the District’s award of the Construction Contract to the General Contractor (or to the last of the Prime Contractors where the District elects to use multiple Prime Contractors instead of a single General Contractor, in which case the Bidding Phase and the Construction Phase identified in Section 2.9 below may overlap). Before issuing to the General Contractor or any subcontractor any addenda or other change or supplement to the Contract Documents, the Architect shall first obtain the written approval to such addenda, change or supplement from any Governmental Agencies having jurisdiction over the Project, to the extent any such approval is required by Applicable Laws. A representative of the Architect (including any of the Key Personnel designated by the District or the Program Manager) shall attend all scheduled pre-bid conferences and Site visits. The Architect shall assist the District and the Program Manager in the review and evaluation of bids.

2.9 **Construction Phase.** The “**Construction Phase**” will commence with the award of the Construction Contract to the General Contractor (or to the first of the multiple Prime Contractors, where the District elects to use multiple Prime Contractors with a Construction Manager instead of a single General Contractor) and will continue until the issuance of the Architect’s certificate of completion and final certificate for payment relative to the Project. During the Construction Phase, the Architect shall do all of the following:

2.9.1 **Provide Copies of Contract Documents.** Immediately upon the commencement of the Construction Phase, the Architect shall provide Contract Documents labeled “For Construction” as specified in Exhibit “D” for use by the District and its consultants.

2.9.2 **General Administration.** The Architect shall provide general administration of the Contract Documents and of the Work, which general administration shall include without limitation all of the following: (a) making periodic visits to the Site as often as the Architect

deems necessary (but not less than once every week) to render architectural observation, which is distinguished from the continuous personal inspection to be made by the Project Inspector (defined in Section 2.9.6 below); (b) making regular reports as may be required by Government Agencies; (c) keeping the District informed of the progress of construction; (d) reviewing schedules and shop drawings for compliance with design; (e) review and accept of the substitution of materials and equipment, laboratory reports, all following notice to, consultation with, and (if required by the District) approval of the District; (f) maintaining construction logs; (g) preparing Construction Directives, Clarifications, Change Orders, etc. (as defined in Section 2.9.13 below) for written approval of the District; (h) examining the General Contractor's applications for payment, and issuance of certificates for payment in amounts approved by the Architect, Program Manager, and the District; (i) revising and updating the materials/color schedule and materials boards, which were prepared during the Design Development Phase and updated in the Construction Documents Phase, as necessary to reflect the actual manufacturers' products that have been submitted by the General Contractor and approved for use on the Project; (j) determining, with the Program Manager, the date of completion of the Project; (k) preparing a final punch-list and performing a final punch-list inspection of the Project; (l) receiving from the General Contractor and delivering to the District written guarantees, instruction books, diagrams, and charts required to be provided to or executed by the General Contractor under the Construction Contract; (m) issuing the Architect's certificate of completion and final certificate for payment; and (n) attending and participating in weekly construction progress meetings as scheduled by the District or the Program Manager. The Architect shall respond to the General Contractor's requests for information (RFI) within seven calendar days after issuance by the General Contractor. The Architect shall review and return shop drawings and other submittals within ten calendar days after issuance by the General Contractor. The Architect shall issue bulletins requesting cost proposals from the General Contractor within five days after identifying the requirement for additional Work.

2.9.3 **Access to Site.** The Architect shall have access to the Site at all times during the term of this Agreement for the purpose of performing its obligations under Section 2.9.2 and under any other provision of this Agreement.

2.9.4 **Interpretation of Construction Requirements.** The Architect shall be the interpreter of the requirements of the Contract Documents, and shall advise the District as to the performance by the General Contractor (or, where there is no General Contractor, by each Prime Contractor) thereunder.

2.9.5 **Extent and Limitation of Architect's Authority.** The Architect shall be the District's architectural representative during the performance of the Work and shall advise and consult with the District as to that performance. The Architect shall have authority to act on behalf of the District only to the extent provided in this Agreement unless otherwise specified by the District in writing. The Architect shall not issue orders to the General Contractor (or Prime Contractors) that might commit the District to extra expenses, and the Architect shall not otherwise amend the Contract Documents, without first obtaining the written approval of the District.

2.9.6 **Assistance to District's Project Inspector.** The Architect shall provide technical direction to a full time or part-time project inspector employed or retained by and responsible to the District as required by applicable law (the "**Project Inspector**"). The Architect shall also provide assistance to any and all other Program Managers and/or consultants retained by the District.

2.9.7 **Review of General Contractor's Drawings, Data, and Samples.** The Architect shall review and approve or take other appropriate action upon the General Contractor's (or Prime Contractors') submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Contract Documents. The Architect's action shall not delay the Work. The Architect's action shall be in accordance with Section 2.9.2.

2.9.8 **Rejection of Construction Work.** The Architect shall advise the District to reject Work which does not conform to the Contract Documents. However, the final decision to stop or reject work will be exclusively the District's. The Architect shall promptly inform the District whenever, in the Architect's opinion, it may be necessary to stop the Work to avoid the improper performance of any work. The Architect has authority to require additional inspection or testing of any Work in accordance with the provisions of the Contract Documents, regardless of whether that Work is fabricated, installed, or completed.

2.9.9 **No Guaranty by Architect.** The Architect will endeavor to secure compliance by the General Contractor with the requirements of the Contract Documents, but does not guarantee the performance of the Construction Contract or any subcontracts related to the Project.

2.9.10 **Evaluation of the Work.** The Architect, as an architectural representative of the District, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the District and the Architect in Section 2.9, (1) to become generally familiar with and to keep the District informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the District against, and to discover and report to the District, defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work when fully completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.9.11 **Certification as to Progress and Quality of Work.** The Architect shall review and certify the amounts due the General Contractor (or any Prime Contractors) after review and approval by the IOR. The Architect's certification for payment shall constitute a representation to the District, based on the Architect's observations and inspections at the Site, that the Work has progressed to the level certified, that quality of the Work materially complies with the

requirements of the Contract Documents and that the General Contractor (or any Prime Contractors) is entitled to payment in the amount certified.

2.9.12 **Permits.** The Architect shall assist the District in preparing and filing all documents required for obtaining approvals of any and all Governmental Agencies in connection with the design and construction of the Project, except that applying for and obtaining construction permits shall be the responsibility of the General Contractor (or any Prime Contractors). The Architect shall be responsible for gathering information and processing forms required by applicable Government Agencies in a timely manner. The District shall pay all fees required by such Governmental Agencies. The Architect shall, whenever feasible, establish beforehand the exact costs due to Governmental Agencies and submit this cost information to the District so payments may be prepared. All such fees and costs shall be paid by the District directly (although such payment may be delivered by the Architect) by means of checks written from the District's bank accounts.

2.9.13 **Change Orders.** The Architect shall provide services in connection with evaluating substitutions proposed by the General Contractor (or any Prime Contractors) and making subsequent revisions to drawings, specifications, and other documentation resulting therefrom. The Architect shall prepare Change Orders (defined below) with supporting documentation and data for the District's review in accordance with the Contract Documents, and may authorize minor changes in the Work relative to the Project not involving an adjustment in the amounts owing to the General Contractor (or any Prime Contractors) thereunder or an extension of time for completion of the Work. The Architect shall evaluate and make written recommendations regarding the General Contractor's (or Prime Contractors') proposals for possible Change Orders. The Architect shall, at the Architect's expense, prepare a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings, and other data furnished by the General Contractor (or any Prime Contractors) to the Architect. As used herein, the term "**Change Order**" means a written instrument prepared by the Architect and signed by the District, the General Contractor (or any Prime Contractors) and the Architect, stating their agreement upon all of the following: (i) change in the Work; (ii) the amount of the adjustment, if any, in the sum payable by the District due to that change; and (iii) the extent of the adjustment, if any, in the time available for the General Contractor (or the applicable Prime Contractor(s)) to complete the Work due to the approved change in the Work.

2.9.14 **Certification of Absence of Asbestos-Containing Building Materials.** The Architect shall certify to the best of its information pursuant to Title 40, Section 763.99(a)(7) of the *Code of Federal Regulations*, that no asbestos-containing building material was specified as a building material in any of the Contract Documents, and will ensure that the General Contractor (or any Prime Contractors) and any applicable subcontractors and/or material suppliers provide the District with certification that all materials used in the construction of any college building or other improvement made as part of the Project are free from any asbestos-containing building materials.

2.9.15 **Final Completion.** The Architect shall visit the Project to determine the date or dates of final completion, receive, and forward to the District for the District's review all written warranties and related documents required by the Contract Documents, and issue a final certificate for payment upon the General Contractor's (or Prime Contractors') compliance with the requirements of the Contract Documents.

2.9.16 **Evaluation of General Contractor.** The Architect shall provide written evaluation of the performance of the General Contractor (or any Prime Contractors) under the requirements of the Contract Documents when requested in writing by the District to do so.

2.10 **Architect's Post-Construction Obligations.**

2.10.1 **Preparation of Record Drawings.** Promptly following completion of construction of the Project, the Architect shall prepare and deliver to the District (on diskette or similar media) an AutoCAD R-2007 file (or more recent version) of all as-built improvements made or modified in connection with the Project, together with full-size paper copies as specified in Exhibit "D", at no additional cost.

2.10.2 **Notice of Construction Defects.** The Architect, as part of the Architect's Basic Services, shall immediately notify the District of any deficiencies in the Work discovered by the Architect following the District's acceptance of the Work and prior to the expiration of the guarantee period of the Work.

2.10.3 **Contractor Performance.** The Architect shall monitor and keep the District advised as to the extent of the General Contractor's (or any Prime Contractors) performance of (or failure to perform) its (or their) obligations regarding the final delivery of all testing reports, adjusting and balancing reports, preparation of operation and maintenance manuals, training for operation and maintenance, responses to warranty items, and consultation during operation, relative to all equipment and systems installed in connection with the Project. If the Architect and/or the District determines that the General Contractor (or any Prime Contractors) has failed, is failing, or is likely to fail to perform those obligations as required by the Contract Documents, then the Architect shall take all actions reasonably requested by the District to attempt to cause the General Contractor (or Prime Contractors) to fulfill those obligations. Architect shall advise District on General Contractor (or Prime Contractors) performance issues.

2.10.4 **Assistance Regarding Close-Out and Final Regulatory Certification.** In connection with the project closeout, the Architect shall assist the District in obtaining final certifications from the DSA and other Governmental Agencies as needed to enable the District to obtain any and all available government funding for the Project.

2.11 **Architect's Duties Regarding Claims and Disputes Between District and General Contractor or Prime Contractors.** The Architect shall make recommendations to the District on claims made by, to or against the District relating to the execution and progress of the Work and all matters and questions relating thereto. The Architect's recommendations in matters relating to artistic effect shall be consistent with the intent of the Contract Documents. The

Architect shall evaluate and render written recommendations, within a reasonable time, on all claims, disputes or other matters at issue between the District and the General Contractor (or the Program Manager or Prime Contractors) relating to the execution or progress of the Work as provided in the Construction Contract and/or the other Contract Documents. Under no circumstances should this evaluation take longer than twenty calendar days from the date the claim is received by the Architect.

ARTICLE 3: ADDITIONAL ARCHITECT'S SERVICES

3.1 **Supplemental Services.** The Architect shall notify the District in writing of the need for Supplemental Services required due to circumstances beyond the Architect's control and which are not the direct or indirect result of the Architect's negligent acts, errors or omissions. The Architect shall obtain written authorization from the District before rendering any such Supplemental Services. Compensation for the Supplemental Services shall be subject to District approval. The amount of such compensation shall be determined by a separate written agreement to be negotiated and signed by the Architect and the District at the time the need for the Supplemental Services arises and prior to the performance of any Supplemental Services. The Supplemental Services shall include:

3.1.1 **Revisions Required by New Laws.** Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of Applicable Laws subsequent to the preparation and completion of the Construction Documents, unless such Applicable Laws were enacted at the time of execution of this Agreement but not in effect until the preparation or completion of the Construction Documents. In the case of an Applicable Law enacted at the time of execution of this Agreement and subsequently effective, the Architect is expected to incorporate the requirements of the Applicable Law in anticipation of the Applicable Law taking effect during the preparation and completion of the Construction Documents for the Project.

3.1.2 **Damage to Work.** Providing consultation concerning replacement of Work damaged by fire and furnishing services required related to the replacement of such Work.

3.1.3 **Default of General Contractor.** Providing services made necessary by the default of the General Contractor (or Prime Contractors) or by the default, during the Construction Phase, of the Program Manager, but only if the need for such services does not arise directly or indirectly from the negligent acts, errors, or omissions of the Architect (including without limitation the Architect's failure to discover or report defects as provided in Section 2.9.10 above).

3.1.4 **Phased Construction.** If, after the completion of the Design Development Documents, the District requests the Project be bid or constructed in phases, and if the request or need for such phasing does not arise from the Architect's having exceeded the Budget, then plan preparation and/or contract administration work to prepare the phased Construction Documents will constitute Supplemental Services.

3.1.5 Contract Administration Beyond Time Specified in Project Schedule Where Additional Time is Needed Due to Default of General Contractor, Prime Contractor(s), or Program Manager Contract administration services performed by the Architect for a period of time after the Project construction completion deadline specified in the Construction Contract and/or the Project Schedule shall be Supplemental Services if the need for such contract administration services beyond said deadline results from a default or delay by the General Contractor (or Prime Contractor(s) or the Program Manager) under the Contract Documents and is authorized by the District.

3.1.6 Models, Renderings and Electronic Modeling. Preparation of scale models, study models, visual renderings, and electronic models (excluding Construction Documents in AutoCAD R-2007 format, presentation of Schematic drawings and elevations per Section 2.5.1).

3.1.7 Information Regarding Site and Improvements. To the extent directed by the District, the provision of detailed planning surveys, site evaluations and comparative studies of the Site, any adjacent or alternate real property which may be considered by the District in connection with the Project, and any existing or proposed buildings and other improvements located on the Site and/or contemplated to be constructed or included as part of the Project.

3.1.8 Information Regarding Materials, Equipment, and Labor. To the extent directed by the District, the provision of detailed quantity surveys pertaining to inventories of material, equipment and labor related to the Project.

3.1.9 Analysis of Ownership and Operating Cost. At the District's request, the provision of analyses of District ownership and operating costs for the Project.

3.1.10 Inspection of Materials. The Architect shall visit suppliers, fabricators, and manufacturers to review the quality or status of items (such as carpet, stone, wood veneers, and standard or custom furniture) being produced for the Project as deemed necessary.

3.1.11 Authorized Additional Services. Upon the District's request, the Architect shall perform, as Supplemental Services, the authorized additional services identified in Exhibit "E".

3.1.12 Excluded Design Services. The Parties agree that the services identified in Exhibit "F" are not part of the Basic Services. If the District instructs the Architect to perform such services, those services shall be deemed Supplemental Services hereunder.

3.1.13 Other Services. When approved by the District, providing any other services not otherwise required by this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4: DISTRICT'S RESPONSIBILITIES

4.1 **District Shall Inform Architect of Project Requirements.** The District shall provide the Architect with information pertaining to the District's requirements for the Project (including the District's objectives, constraints and criteria related to the District's educational plan, its scheduling concerns, and its budgetary limitations) as necessary for the Architect to perform its obligations under Article 2 and Article 3 of this Agreement.

4.2 **District's Representative.** The District's Board of Trustees hereby appoints the Program Director, of the District's Program Management Team, as the District's Authorized Representative for the purposes of issuing written approvals, disapprovals, consents, waivers, directives, instructions, and other notices pursuant to this Agreement and the Project (the "**District's Authorized Representative**"). The Program Director may delegate any or all of his or her authority as the District Authorized Representative to one or more project managers by delivering a written notice to the Architect identifying the name of each such assistant and specifying the types of approvals, disapprovals, consents, waivers, directives, instructions, and other notices said assistant is authorized to issue. Except as authorized by this Section 4.2, no person or entity other than the District's Authorized Representative is authorized to issue any approval, disapproval, consent, waiver, directive, instruction, or other notice on behalf of the District in connection with this Agreement, and the Architect shall not rely on any purported oral or written approval, disapproval, consent, waiver, directive, instruction, or other notice issued by any other individual or entity.

4.3 **Notice of Faulty Construction.** The District shall give prompt written notice to the Architect if the District becomes aware of any fault or defect in the Work or nonconformance with the Contract Documents. However, the District's failure or omission to do so shall not relieve the Architect of the Architect's responsibilities under this Agreement, under Titles 21 and 24 of the *California Code of Regulations*, or under the Field Act (codified at *Education Code* Sections 81130 – 81149. The District shall have no duty to observe, inspect, or investigate the Work or any other aspect of the Project.

ARTICLE 5: COMPENSATION TO THE ARCHITECT

5.1 **Compensation for Basic Services.** As compensation for the Architect’s performance of the Basic Services, the Architect shall receive the sum of Twenty One Thousand, One Hundred Dollars (\$21,100), as specified on the Schedule of Compensation attached as Exhibit “G” hereto. To the extent such compensation is based on hourly rates, such compensation shall be determined in accordance with the Hourly Rate Schedule attached at Exhibit “H”.

5.2 **Allocation of Compensation Among Project Phases.** The total amount of such compensation shall be allocated among the separate phases of the Architect’s Services as follows:

During & prior to the Schematic Design Phase	10%
During the Design Development Phase:	20%
During the Construction Documents Phase:	20%
Upon DSA approval:	20%
During the Bidding Phase	5%
During the Construction Phase:	20%
Upon completion of items required by Section 2.10:	5%
TOTAL:	100%

5.3 **Compensation for Supplemental Services.** Compensation for Supplemental Services shall be determined by a separate written agreement between the District and the Architect pursuant to Section 3.1 above.

5.4 **Payment in Monthly Installments.** Compensation payable to the Architect hereunder shall be paid monthly in arrears, in proportion to the percentage of completion of the Architect’s Services which are to be performed in each phase of the Project. Each monthly installment shall be paid by the District upon its receipt of the Architect’s invoice and corresponding back-up documentation. The back-up documentation referenced above shall include the following to the extent applicable with respect to each application for payment: (a) a description of the status of completion of the Basic Services; (b) a projection of Basic Services anticipated to be performed over the next thirty calendar days; (c) a description of the status of performance of Supplemental Services ; (d) a projection of Supplemental Services anticipated to be performed over the next thirty calendar days; (e) the status of the Architect’s performance under the Project Schedule, noting any delays, their impact on progress of the Project, and recommendations for recapturing time lost. In the case of any Architect’s Services which are performed and compensated on an hourly (as opposed to fixed fee or lump sum) basis, said back-up documentation shall also include detailed time summaries for Basic Services and Supplemental Services performed that are broken

down by timekeeper, task, and time expended (block billings are not permitted) and copies of time sheets.

5.5 Reductions in Scope of Project. Where the Architect's compensation hereunder is based on a percentage of the Project Construction Cost, and where modifications to the Project result in portions of the Project being eliminated and not constructed, compensation for Architect's Services applicable to those portions of the Project shall be payable only to the extent that actual services authorized by this Agreement have been performed. Where those modifications result in a reduction in the Project Construction Cost, and where the Architect's compensation hereunder is based on a percentage of the Project Construction Cost, then the corresponding reduction in the Architect's compensation shall be effective concurrent with the District's approval of the modifications to the Project, and shall be effective as to all phases of the Project from that point forward.

5.6 Extension of Time During Which Architect's Services Must Be Performed. Unless the Architect and the District have previously agreed in writing to the contrary, no delay or extension of the time necessary or available for the Architect's completion of the Architect's Services shall entitle the Architect to any additional compensation beyond that specified in this Agreement. Notwithstanding the foregoing, where such delay or extension is caused or made necessary by the default of the General Contractor (or Prime Contractor(s) or the Program Manager) under the Construction Contract, any additional compensation to be paid to the Architect in connection therewith shall be subject to the limitations set forth in Section 3.1.5 above.

5.7 Reimbursement of Architect's Expenses. The District shall reimburse the Architect at cost, without markup, for reasonable expenses of the types identified in Exhibit "J" incurred by the Architect and the Architect's employees and consultants in the course of the Architect's performance of the Architect's Services, but only to the extent that (a) such expenses have been specifically approved in writing by the District prior to those expenses being incurred, (b) the requirements set forth in Section 10.2 below, if applicable, have been satisfied, and (c) the Architect has provided the District with invoices, receipts and other documentation reasonably requested by the District, verifying the amounts of reimbursable expenses for which reimbursement is sought.. Notwithstanding the foregoing, wherever this Agreement specifies that an obligation of the Architect or any item of the Architect's Services is to be performed at the Architect's expense, the Architect shall not be entitled to reimbursement hereunder.

ARTICLE 6: AGREEMENT CONTINGENT ON OBTAINING FUNDING ON TERMS REASONABLY ACCEPTABLE TO DISTRICT

The District's receipt of funding (in an amount deemed necessary by the District) for the Project on terms and conditions acceptable in all respects to the District is a condition precedent to the effectiveness of this Agreement. If the District is unable to obtain funding in such amount or on such terms and conditions by the time that the District determines such funding is necessary for the commencement or completion of the Project, then this Agreement shall be void except to

the extent services have been rendered pursuant to authorization from the District's Board of Trustees.

ARTICLE 7: TERMINATION

7.1 **Termination by District Without Cause.** This Agreement may be terminated without cause by the District upon not less than ten days' written notice to the Architect.

7.2 **Termination by Either Party For Cause.** Subject to the provisions of Article 8 below, this Agreement may be terminated by either Party upon not less than thirty days' written notice if the other Party has failed to substantially perform its obligations in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

7.3 **Termination for Lack of Funding.** The District may terminate this Agreement due to lack of funding for the Project pursuant to Article 6 above. Any termination pursuant to this Section 7.3 shall become effective immediately upon the District's delivery to the Architect of written notice of said termination.

7.4 **Suspension of Project by District.** If the Project is suspended by the District for more than ninety consecutive days, the Architect shall be compensated in the amounts specified in this Agreement for the Architect's Services satisfactorily performed prior to such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred as a result of the interruption and resumption of the Basic Services.

7.5 **Abandonment of Project by District.** If the District abandons the Project for more than ninety consecutive days, the Architect shall be compensated in the amounts specified in this Agreement for the Architect's Services satisfactorily performed prior to the abandonment. In addition, the Architect may terminate this Agreement by giving not less than thirty days' written notice to the District; provided, that such termination shall not be effective if, within such thirty-day period, the District gives the Architect written notice that the Project is being resumed and the Project is, in fact, resumed within such thirty-day period.

7.6 **District's Failure to Pay Architect.** Without limiting the generality of Section 7.2 above, but subject to the provisions of Article 8 below, the District's failure to pay to the Architect any amounts required pursuant to the terms of this Agreement, where such failure continues beyond sixty days after the delivery of written notice by the Architect to the District, shall be grounds for termination of this Agreement by the Architect pursuant to Section 7.2 above. Furthermore, and again subject to the provisions of Article 8 below, where such non-payment continues beyond said sixty day period the Architect shall be entitled to suspend performance of the Architect's Services hereunder, and such suspension may commence immediately upon the expiration of said sixty day period (or upon any later date specified by the Architect) and may continue until the delinquent payment has been delivered by the District to the Architect.

7.7 **Compensation to Architect Upon Termination.** Where this Agreement is terminated for any reason, the Architect's compensation shall be limited to amounts due and payable for the Architect's Services as of the termination date pursuant to Section 5.1 above.

ARTICLE 8: NO WORK STOPPAGE PENDING RESOLUTION OF DISPUTES

In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Agreement, or payment (or nonpayment) for Work performed or not performed, the Parties agree that they shall negotiate in good faith to resolve the dispute. Pending resolution of any such dispute, the Architect agrees to continue to perform the Architect's Services diligently to completion and shall have no right to terminate or assign this Agreement so long as the District continues to make timely payment of all undisputed invoices. If the Parties are unable to agree upon a resolution of the dispute, the Architect agrees that the Architect will neither rescind this Agreement nor stop the progress of the Work; the Architect's sole remedy shall be to submit the dispute for determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

ARTICLE 9: ACCOUNTING RECORDS OF THE ARCHITECT

Records of the Architect's direct personnel and reimbursable expenses pertaining to the Supplemental Services and records of accounts between the District and the General Contractor (or Prime Contractor(s) and/or the Program Manager, if applicable) shall be kept in accordance with generally accepted accounting principles. Any and all such records shall be made available to the District or its authorized representative promptly upon the District's request at any time or times during the term of this Agreement or within five years following the expiration or termination of this Agreement.

ARTICLE 10: EMPLOYEES AND CONSULTANTS

10.1 **Engineers and Engineering Services.** As part of the Basic Services, the Architect shall furnish at its expense the services of landscape architects, structural engineers, mechanical engineers, electrical engineers, and provide civil engineering and landscape design services as deemed necessary for the Project.

10.2 **Approval by District.** The Architect shall submit, for written approval by the District, the names of the qualified engineers and consultants proposed for the Project. No engineers or consultants shall perform any work relative to the Project, nor shall the District be obligated hereunder to reimburse the Architect for any expenses incurred by or in connection with any such engineers or consultants, unless and until the involvement in the Project of the engineer or consultant in question has been approved in writing by the District. Nothing in this Agreement shall create any contractual relation between the District and any engineer or consultant employed or retained by the Architect under the terms of this Agreement.

10.3 **Engineer's Certification of Construction Documents.** The Architect shall ensure that each engineer hired or otherwise retained by the Architect in connection with the Project places said engineer's name, seal and signature on all Construction Documents, other Contract Documents, Change Orders, Record Drawings, and/or any other drawings and specifications prepared in whole or in part by said engineer.

10.4 **License and Experience Requirements.** The individual principal or employee of the Architect who is designated as the "architect of record" for the Project, and every engineer and consultant hired or otherwise retained by the Architect in connection with the Project, shall be licensed to practice in California.

10.5 **District's Disapproval of Individual Employees or Consultants.** If any individual employee or consultant of the Architect is not acceptable to the District, then that individual shall be replaced by the Architect with an acceptable, competent, and qualified person at the District's request.

10.6 **Construction Administrator/Field Representative.** The construction administrator or field representative assigned to the Project by the Architect, and each of the Architect's Project Representatives (if any), shall be (a) licensed as a California architect or engineer, (b) competent, qualified and authorized to make critical decisions relative to the Project in a timely manner, and (c) readily available to provide (by phone or facsimile and through correspondence) design direction and decisions when he or she is not at the Site.

ARTICLE 11: INDEMNIFICATION AND DEFENSE

11.1 **Indemnification.** The Architect shall indemnify the District, its Board of Trustees, officers, employees, and agents from and against all "Liability" arising from any "Claim". As used in this Agreement, "Claim" means any third-party claim or allegation that the District (or any of its officers, employees, agents, or trustees) is responsible for damages caused by negligence, recklessness, or willful misconduct of the Architect or any subcontractor or consultant retained by the Architect. As used in this Agreement, "Liability" means any order issued by a court, arbitrator or judicial referee (or any voluntary settlement, if the Architect agrees to the settlement) requiring the District to pay money, take action, or refrain from action due to a Claim. "Liability" also includes any attorneys' fees and other expenses reasonably incurred by the District in defending a Claim.

11.2 **Defense.** If covered by the Architect's insurance policy (or policies) maintained under this Agreement, the Architect or its insurer will hire and pay the fees of an attorney to defend the District against any Claim as defined in Section 11.1. The District will select that attorney, unless the Architect's insurance policy requires the Architect or its insurer to select the attorney.

11.3 **Survival of Obligations.** The Architect's duties of indemnification and defense established in this Article 11 shall survive the expiration or termination of this Agreement and shall continue thereafter with respect to all such Claims, whether those Claims are first asserted during the term of this Agreement or after the expiration or termination of this Agreement.

ARTICLE 12: INSURANCE

The Architect, at its expense, shall purchase and maintain policies of insurance as required by this Article 12 with an insurer or insurers qualified to do business in the State of California and acceptable to District, insuring the Architect and the District against any and all Claims, whether such Claims arise from actions or inaction committed by (a) the Architect, (b) any subcontractor or consultant retained by the Architect, (c) any employee of any such subcontractor or consultant, or of the Architect, or (d) any other person or entity for whose acts any of the foregoing may be liable.

12.1 **Workers' Compensation.** The Architect shall carry Workers' Compensation Insurance in accordance with California law and Employers Liability Insurance with "per employee" and "per occurrence" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K".

12.2 **General and Automobile Liability Insurance.** The Architect shall carry commercial general liability insurance with limits not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K" for combined single limit, bodily injury and property damage liability per occurrence, including: (a) owned, non-owned and hired vehicles; (b) blanket contractual; (c) broad form property damage; (d) products/completed operations; and (e) personal injury.

12.3 **Professional Liability Insurance.** The Architect shall carry professional liability insurance, including contractual liability, with "per claim" and "annual aggregate" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K". Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that the Architect subcontracts any portion of the Architect's Services, the Architect shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph, as modified by Section 12.5 below. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

12.4 **Policy Requirements.** Each policy of insurance required under Sections 12.1 and 12.2 above shall: (a) name the District and its Board of Trustees, officers, employees, and agents as additional insureds (required under Section 12.1 only); (b) be issued by an insurance company which is licensed to do business in the State of California and which has and maintains a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to the District; (c) state that, with respect to the operations of the Architect hereunder, such policy is primary and

any insurance carried by the District is excess and non-contributory with such primary insurance; (d) state that not less than thirty days' written notice shall be given to the District prior to cancellation (or not less than ten days' written notice, where cancellation is due to non-payment of premiums); and (e) shall waive all rights of subrogation on behalf of both the Architect and the insurer. The provisions of clause (b) of the preceding sentence shall also apply to each policy of insurance required under Section 12.3 above. The Architect shall notify District in the event of material change in, or failure to renew, any such policy. Prior to commencing any of the Architect's Services, the Architect shall deliver to the District certificates of insurance as evidence of compliance with the requirements herein. In the event the Architect fails to obtain or maintain any policy of insurance required hereby, the District may, at its sole discretion, obtain such policy of insurance in the name of and for the account of the Architect, and in such event the Architect shall reimburse the District upon demand for the cost thereof. Further, maintaining the insurance required by this Agreement shall not relieve Architect from, nor limit Architect's liability with respect to, its obligations to indemnify the District as set forth in this Agreement.

12.5 **Subcontractor's Insurance.** If the Architect subcontracts any portion of Architect's Services, then (unless otherwise agreed to in writing by the District) the Architect shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in this 12.5, in amounts which are appropriate with respect to that subcontractor's part of the Architect's Services, which shall in no event (unless otherwise agreed to in writing by the District) be less than the "per occurrence" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K".

12.6 **Additional Insurance Obligations.** Upon the District's reasonable request, the Architect shall carry and maintain during the term of this Agreement, at the Architect's sole cost and expense, (a) increased amounts of the types of insurance identified in Sections 12.1 through 12.3 above, and (b) additional types and amounts of insurance specified by the District relative to the Architect's Services as identified in Exhibit "K".

ARTICLE 13: INDEPENDENT CONTRACTOR

The Architect, in the performance of the Architect's Services under this Agreement, shall be and act as an independent contractor. The Architect shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of the Architect and not subject to the control or supervision of the District, except (a) as to the results of the Architect's Services, (b) as otherwise required by Applicable Laws, and (c) as otherwise specified in this Agreement. The Architect is not an employee of the District and shall not represent itself (and no employee of the Architect shall represent himself or herself) as an employee of the District. No payments made to the Architect hereunder shall be subject to withholding taxes or other employment taxes required with respect to compensation paid by an employer to an employee. The Architect understands and agrees that neither the Architect nor any of the Architect's employees shall be considered officers, employees, or agents of the District, and that none are entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Architect assumes the full responsibility for the acts and/or omissions of the Architect's employees, subcontractors, consultants, or agents as they relate to the Architect's Services to be provided under this Agreement. The Architect shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the Architect's employees.

ARTICLE 14: CROSS-DEFAULT

A default by the Architect under any other agreement between the Architect and the District (whether that other agreement was entered into prior to, concurrently with or subsequent to the Parties' entry into this Agreement) may also, at the District's option, be deemed to be a default by the Architect under this Agreement. If the District exercises such option, then the District shall have any and all remedies available to it resulting from a default by the Architect hereunder, including without limitation the right of the District to terminate this Agreement.

ARTICLE 15: ARCHITECT'S RECORDS

15.1 **Maintenance of Project Books and Records.** The Architect (and its subconsultants) shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information required by the District to verify the scope or charges for any services provided under this Agreement. The Architect (and its subconsultants) shall maintain such records in sufficient detail to permit the District and its designees (including without limitation the District's independent auditors) to thoroughly evaluate and verify the nature, scope, value, and charges for services performed under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from the other documents and records unrelated to the Project for a period of four years after the later of termination of this Agreement or final completion of the Project.

15.2 **District's Audit Rights.** The District and its designees (including without limitation the District's independent auditors) shall have the right to examine and to audit the books and records identified in Section 15.1 above ("**Audit**"). Such Audit rights shall include without limitation verification of the amounts and tasks performed for all time expended that is charged to the District on an hourly basis. Such Audit rights may be exercised at all reasonable times at the Architect's offices. The Architect shall, at no expense to the District (or to the District's designees and independent auditors) furnish facilities and cooperate fully with the Audit. Upon the District's (or its designee's or auditor's) request, the Architect shall provide reproducible copies of the records identified in Section 15.1 above that are applicable to the Audit for reproduction by the District and/or its designees and auditors.

15.3 **Reimbursement of Overpayments; Cost of Audit.** If any Audit reveals excess charges inaccurately or improperly collected by the Architect from the District, then the Architect shall refund the overpayment to the District within five business days after the receipt of the results of the Audit, together with interest at a rate that is the lesser of (i) ten percent per annum or (ii) the maximum rate allowable by law. Furthermore, if the Audit reveals that the Architect overcharged the District by more than five percent, then the Architect shall pay the cost of the Audit.

ARTICLE 16: RESOLUTION OF DISPUTES

Disputes between the Parties in any way related to this Agreement (“**Disputes**”) shall be resolved by the Parties in accordance with the Dispute resolution provisions of this Article 16, in lieu of any and all rights under the law that either Party may have to cause the Dispute to be adjudged by a trial court or jury (except as to enforcement of an arbitrator’s award, as noted below in this paragraph). The dispute resolution process set forth in this Article 16 shall be the exclusive recourse of the Architect and the District for determination and resolution of Disputes; provided, however, that either Party may bring litigation against the other in order to enforce an arbitrator’s award rendered pursuant to Section 16.4 below. The Parties shall utilize each of the following steps in the Dispute resolution process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Dispute resolution process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in that process.

16.1 **Step One: Submission of Disputes for Resolution.** Each Party’s rights to submit a Dispute for resolution pursuant to this Article 16 shall commence upon that Party’s discovery of facts which are the basis of the Dispute, subject to any applicable statute of limitations. The Party submitting a Dispute for resolution (the “**Claimant**”) shall do so by delivering to the other Party (the “**Respondent**”) a written statement (“**Statement of Dispute**”) setting forth in reasonable detail the events or circumstances giving rise to the Dispute, the dates of their occurrence, the damages claimed by the Claimant as a result of those events or circumstances, and the relief sought by the Claimant to resolve the Dispute. Concurrently with the delivery of the Statement of Dispute, the Claimant shall deliver to the Respondent supporting data and/or documentation adequate to substantiate the events and claims set forth in the Statement of Dispute. Said Statement of Dispute and supporting data and documentation must be delivered not later than thirty days after the Claimant’s discovery of the circumstances giving rise to the subject claims. Nothing contained herein shall preclude either Party from asserting claims in response to a Statement of Dispute from the other Party.

16.2 **Step Two: Direct Negotiations.** Designated representatives of the District and the Architect shall meet as soon as possible (but not later than ten days after receipt of the Statement of Dispute) in a good faith effort to negotiate a resolution to the Dispute. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Dispute or defenses being asserted by such Party, and with full authority to resolve such Dispute then and there, subject only to the District’s right and obligation to obtain Board of Trustees approval of any agreed settlement or resolution. If the Dispute involves the assertion of

a right or claim by a subcontractor against the Architect that is in turn being asserted by the Architect against the District, then such subcontractor shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Dispute is not resolved, the Parties may either continue the negotiations or either Party to this Agreement may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to *Evidence Code* Sections 1119 and 1152.

16.3 Step Three: Non-Binding Mediation. If the Dispute remains unresolved after direct negotiations pursuant to Section 16.2 above, the Parties agree to submit the Dispute to non-binding mediation before a mutually acceptable third party mediator.

16.3.1 Qualifications of Mediator. The mediator shall be selected by the mutual agreement of the Parties. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five years of experience in public works construction contract law and in mediating public works construction disputes.

16.3.2 Submission to Mediation and Selection of Mediator. The Party initiating mediation of a Dispute shall provide written notice to the other Party of the initiating Party's decision to mediate. In the event the Parties are unable to agree upon a mediator within fifteen days after the receipt of such written notice, then the Parties shall submit the matter to the American Arbitration Association ("AAA") at its Orange County Regional Office for selection of a mediator in accordance with the AAA Construction Industry Mediation Rules.

16.3.3 Mediation Process. The location of the mediation shall be at the offices of the District. The costs of mediation shall be shared equally and in advance by both Parties. The mediator shall provide an independent assessment on the merits of the Dispute and recommendations for resolution. All discussions that occur during the mediation and all documents prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to *Evidence Code* Sections 1119 and 1152.

16.4 Step Four: Binding Arbitration. If the Dispute is not resolved by mediation, the Party wishing to further pursue resolution of the Dispute shall submit the Dispute for final and binding arbitration pursuant to the provisions of *Public Contract Code* Sections 10240 *et seq.* The award of the arbitrator therein shall be final and may be entered as a judgment by any court of competent jurisdiction. Such arbitration shall be conducted in accordance with the following:

16.4.1 Initiation of Arbitration. The arbitration shall be initiated by filing a complaint in arbitration in accordance with the regulations promulgated pursuant to *Public Contract Code* Section 10240.5.

16.4.2 Qualifications of the Arbitrator. The arbitrator shall be selected by the mutual agreement of the Parties. The arbitrator shall be a retired judge or an attorney with at least five years of experience with public works construction contract law and in arbitrating public works construction disputes. In the event the Parties cannot agree upon a mutually acceptable arbitrator,

then the provisions of *Public Contract Code* Section 10240.3 shall be followed in selecting an arbitrator possessing the qualifications required herein. Under no circumstances shall the arbitrator be the same individual as the mediator hearing the complaint under Section 16.3 above.

16.4.3 **Hearing Days and Location.** Arbitration hearings shall be held at the offices of the District and, except for good cause shown to and determined by the arbitrator, shall be conducted on consecutive business days, without interruption or continuance.

16.4.4 **Hearing Delays.** Arbitration hearings shall not be delayed unless the arbitrator agrees that the Party requesting the delay has shown good cause for the delay.

16.4.5 **Recorded Hearings.** All arbitration hearings to receive evidence shall be recorded by a certified stenographic reporter, with the costs thereof borne equally by the District and the Architect and allocated by the arbitrator in the final award.

16.4.6 **Discovery.** Discovery shall be permitted in accordance with the provisions of Section 10240.11 of the *Public Contract Code*, without limitation on the number of percipient or expert witnesses. Expert reports shall be exchanged prior to receipt of evidence, in accordance with the direction of the arbitrator, and expert reports (excluding rebuttal reports) not so submitted shall not be admissible as evidence.

16.4.7 **Authority of Arbitrator.** The arbitrator shall have the authority to hear dispositive motions and issue interim orders, interim or executory awards, and final orders and awards.

16.4.8 **Waiver of Jury Trial.** The Architect and the District each voluntarily waives its right to a jury trial with respect to any Dispute that is subject to binding arbitration in accordance with the provisions of this Article 16. The Architect shall include this provision for waiver of jury trial, waiving the right to jury trial in any action involving District as a party in its contracts with its subcontractors who provide any portion of the services required by this Agreement.

16.4.9 **Consolidation and Joinder.** The Parties hereto consent to the consolidation or joinder of any third-party claims involving other of the District's or the Architect's consultants relative to the Dispute, but only if resolution of those third-party claims is reasonably necessary to the complete resolution of the Dispute and only if the District or the Architect has the right to require said third party or parties to submit to the binding arbitration contemplated pursuant to this Article 16.

ARTICLE 17: MISCELLANEOUS

17.1 **No Third-Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or the Architect.

17.2 **Successors and Assigns; Prohibition Against Architect's Assignment.** The District and Architect, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other Party to this Agreement with respect to the terms of this Agreement. The District may assign its rights and obligations under this Agreement to any third party upon written notice to the Architect. The Architect shall not assign this Agreement or any of its rights or obligations hereunder.

17.3 **Entire Agreement; Modification.** This Agreement represents the entire understanding between the District and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement (and the duties, responsibilities, and limitations of authority relative to each Party established herein) may be amended or modified only by an agreement in writing signed by both the District and the Architect.

17.4 **Notices.** All written notices required to be given pursuant to the terms hereof shall be either (i) personally delivered, (ii) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by overnight courier service, or (iv) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, return receipt requested, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (i), (ii) or (iii) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses or to such other address as the receiving Party may from time to time specify by written notice to the other Party:

To the District:

Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626
Attn: Director, Facilities and Planning
Telephone No.: (714) 438-4731
Fax No.: (714) 438-4689
E-mail: jmarchbank@ccd.edu

With a copy to:

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Director, Risk Services
Telephone No.: (714) 438-4800
Fax No.: (714) 438-4689
E-mail: bkerwin@ccd.edu

To the Architect:

MVE Institutional, Inc.
1900 Main Street Suite 800
Irvine, CA. 92614
Attn: Robert M. Simons, AIA

Telephone No.: 949-809-3380
Cell No.: 949-233-6391
Fax No.: 949-809-3381
E-mail: bsimons@mve-institutional.com

With a copy to:

Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626
Attn: Jerry Marchbank

Telephone No.: (714) 438-4731
Fax No.: (714) 438-4689
E-mail: jmarchbank@ccd.edu

17.5 **Time.** Time is of the essence of every provision contained in this Agreement.

17.6 **Incorporation of Recitals.** All of the recitals set forth in this Agreement are by this reference incorporated in and made a part of this Agreement.

17.7 **Attorneys' Fees.** In the event any dispute between the Parties hereto should result in arbitration or litigation, or if any action at law or in equity is taken to enforce or interpret the terms and conditions of this Agreement, the prevailing Party shall (in addition to any other relief to which that Party may be entitled) be reimbursed for all reasonable costs and expenses incurred in connection with such arbitration or litigation, including, without limitation, reasonable attorneys' fees, accountants' fees and experts' fees. As used herein, the term "prevailing Party" shall include without limitation any Party against whom a cause of action, complaint, cross-complaint, counter-claim, cross-claim or third party complaint is voluntarily dismissed, with or without prejudice.

17.8 **Construction.** The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments hereto.

17.9 **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

17.10 **Consent to Jurisdiction and Service of Process.** Subject to Article 16, all judicial proceedings brought against any Party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Agreement each Party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non-conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other Party at its address provided herein, such service being hereby acknowledged by each Party to be sufficient for personal jurisdiction in any action against said Party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

17.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the Parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

17.12 **Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

17.13 **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

17.14 **Further Assurances.** Each Party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

17.15 **No Waiver.** Any waiver, consent, or approval by either Party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either Party in exercising any power, right, or privilege under this Agreement shall not operate as a waiver

thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

17.16 Rights and Remedies. Except as otherwise provided herein, no right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any Party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

17.17 Joint and Several Liability. To the extent that either Party constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

17.18 Confidentiality. This Agreement and the Project Documents shall be held confidential by the Architect to the extent they are not subject to disclosure pursuant to the terms of this Agreement (including without limitation Section 1.6 above and this Section 17.18 or under the Brown Act or the California Public Records Act. The Project Documents shall not, without the written consent of the District, be used or reproduced by the Architect for any purposes other than the performance of the Architect's Services. The Architect shall not disclose, or cause or facilitate the disclosure of, the Project Documents to any person or entity not connected with the performance of the Architect's Services or the Project. Nothing furnished to the Architect which is otherwise known to the Architect or is generally known, or has become known, to the related industry shall be deemed confidential. The Architect shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Architectural Services or the Project in any magazine, trade paper, newspaper, television or radio production, web site, or other similar medium without the prior written consent of the District.

This Agreement is entered into as of the day and year of later execution below.

ARCHITECT

COAST COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

President, Board of Trustees

Print Name: Robert M. Simons, AIA

Date: _____

Date: _____

Architect's Federal Taxpayer I.D. Number:

EXHIBIT "A"
DESCRIPTION OF PROJECT

Description:

Standard Architectural and Engineering Services Agreement with MVE Institutional; Orange Coast College RFQ No. 2007 for the Gymnasium Ceiling Retrofit Project.

1. Background:

This project includes the preparation and subsequent Division of State Architects (DSA) approval of design and bid documents for the installation of an acoustical ceiling and wall system in the OCC Fitness Center Gymnasium. In addition, the architect will provide construction administration, and DSA closeout services subsequent to the future awarding of a construction bid.

2. Goal/Purpose

The current acoustical design of the gymnasium make coaching/instruction extremely challenging in this space. This project seeks to design and install a retrofit acoustical system specifically for gymnasium applications.

3. Comments:

None

4. Recommendation Statement

After review by the Orange Coast College Vice President of Administrative Services, 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 MVE Institutional for architectural and engineering services for the Orange Coast College Gymnasium Ceiling Retrofit Project pursuant to the Districts' Standard Architectural Services Agreement.

Fee breakdown for services:

Architectural (MVEI)	\$ 7,000
Mechanical (BP)	\$ 4,300
Fire Sprinkler (BP)	\$ 2,800
Electrical (Konsortium 1)	\$ 5,000

Total fee for architectural services: \$19,100

Reimbursable Expenses: \$ 2,000

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

Fiscal Impact: \$21,100 (General Obligation Bond Funds/Measure C)
 Master Plan Approved Project
 OCC Upgrade Health/Wellness Facilities
 OCC Gymnasium Acoustics Project

EXHIBIT "C"

SCHEDULE OF PROJECT DEADLINES*

Sheet __ of __

NTP:	TBD
Schematic Design	2 Weeks
Review and Approval:	1 Weeks
Design Development:	2 Weeks
District Review and Approval:	1 Weeks
Submit to State for Approval:	Prior to: <u>September 21, 2012</u>
Construction Documents 50%:	2 Weeks
Construction Documents 95%:	1 Weeks
District Review and Approval:	1 Weeks
DSA Review & Approval:	12 Weeks
Submit to State for Approval:	N/A Week
Bid Period:	3 Weeks
Construction Contract Award:	3 Weeks
Construction Period:	2 Months (estimated)

EXHIBIT "D"

SUBMITTAL REQUIREMENTS

Unless otherwise directed by the District, the Architect shall submit to the Program Manager, at the conclusion of each phase of service, the following documents in the types and quantities indicated:

PHASE	DRAWINGS	SPECIFICATIONS, BASIS OF DESIGN, CALCULATIONS AND COST ESTIMATE AS APPLICABLE TO PHASE
Schematic Design	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Outline Specifications; 3 sets of detailed cost estimate and design criteria. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.
Design Development	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Specifications; 3 sets of detailed cost estimate and design criteria. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.
50% Construction Documents	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Specifications; 3 sets of 50% level detailed cost estimate and preliminary engineering calculations. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.
95% Construction Documents	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Specifications; 3 sets of 95% level detailed cost estimate and engineering calculations. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.

<p>Upon DSA Approval</p>	<p>1 set of prints bearing an original DSA stamp of approval; 3 copies of full size and 3 half-size prints with DSA's stamp of approval.</p>	<p>1 set of Specifications and engineering calculations bearing an original DSA stamp of approval; 3 copies of 8 ½" x 11" bound Specifications and engineering calculations with DSA's approval stamp; 3 sets of the final detailed cost estimate updated to reflect DSA comments. An electronic or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of final detailed cost estimate.</p>
<p>Bidding support / solicitation of bids</p>	<p>1 set of reproducible drawings with DSA's stamp to be submitted to the District's reprographic company for printing of Bid Sets.</p>	<p>1 set of the Project Manual with DSA's stamp of approval to be submitted to the District's reprographic company for printing of Bid Sets.</p>
<p>Bidding Support Addenda</p>	<p>3 sets of full size reproducible drawings bearing DSA stamp of approval; 3 copies of electronic files of drawings.</p>	<p>3 sets of 8 ½" x 11" Specifications and written addenda; 3 copies of electronic files of all documents.</p>
<p>Construction Phase</p>	<p>1 set of reproducible drawings with DSA's stamp to be submitted to the District's reprographic company for printing of Bid Sets. This set to be labeled "FOR CONSTRUCTION."</p>	<p>1 set of the Project Manual with DSA's stamp of approval to be submitted to the District's reprographic company for printing of Bid Sets. This set to be labeled "FOR CONSTRUCTION."</p>
<p>Record Documents</p>	<p>Initial submittal for review; submit 3 sets of Record Drawings. Upon approval, submit 3 sets of full size and 3 half-size prints of Record Drawings; 1 set of reproducible Record Drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of Record Drawings.</p>	<p>Initial submittal for review; submit 3 sets of Record Project Manual. Upon approval, submit 3 sets of Record Manual; 1 set of reproducible Record Project Manual to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of Record Project Manual.</p>

In addition to the above described submittals, the required quantities of documents shall be submitted for review and approval to the appropriate governing agencies, which may include but is not limited to the following:

Division of State Architect; Bureau of Public Works (B Permit); County Health Department (Food preparation and food service); Office of the Public School Construction; State Chancellor's Office; Local Fire Department.

EXHIBIT "E"

AUTHORIZED ADDITIONAL SERVICES

None.

EXHIBIT "F"

EXCLUDED DESIGN SERVICES

None.

EXHIBIT "G"

SCHEDULE OF COMPENSATION*

[Redacted Box]

As total compensation for the Architect's performance of the Basic Services, the Architect shall receive the sum of Twenty One Thousand One Hundred Dollars (\$21,100).

EXHIBIT "I"

FEE PAYMENT SCHEDULE

Sheet 1 of 1

Schematic Design Phase:	\$1,910 - Invoiced monthly up to this amount
Design Development:	\$3,820 - Invoiced monthly up to this amount
Construction Documents 50%:	\$1,910 - Invoiced monthly up to this amount
Construction Documents 95%:	\$1,910 - Invoiced monthly up to this amount
DSA Review & Approval:	\$3,820 - Upon approval of Construction Documents by the DSA
Bidding Phase:	\$955 - Invoiced monthly up to this amount
Construction Period:	\$3,820 - Invoice monthly up to this amount
Construction Close-out:	\$955 - Upon completion of items required by Section 2.10
Total Fee:	\$19,100

EXHIBIT "J"

REIMBURSABLE EXPENSES

District shall, in addition to its Basic Services compensation, reimburse Architect a reasonable sum for the out-of-pocket expenses listed in this Exhibit that are incurred and paid for by Architect in furtherance of performance of its obligations under this Agreement, but only to the amount expended by the Architect ("at cost"), only to the extent that such expenses are generated in connection with the operations of this Project, and only to the extent authorized by Section 5.7 of the Agreement:

- (i) Printing and reproduction expenses for drawings and documents beyond that which is included in this Agreement;
- (ii) express shipping, overnight mail, messenger, courier, or delivery services (but not including company or corporate required communications or reports, such as but not limited to timesheets, expense reports, inter-office memoranda, invoices, etc.);
- (iii) long distance telephone calls (i.e., outside the 562, 323, 213, 310, 818, 714, 626, 909, and 949 area codes);
- (iv) mileage beyond a 50 mile radius of Architect's office in conjunction with the performance of Basic and/or Additional Services (excluding travel from residence to Project or Architect's home or branch offices to Project) at the rate established by Internal Revenue Service and related parking and/or tolls;
- (v) out-of-town travel as approved in advance in writing by District;
- (vi) regulatory agency and permit-filing fees that are specific to the Project;
- (vii) presentation models and renderings;
- (viii) preparation of measured "as-built" drawings.
- (ix) selection by the Architect, at the District's request, of movable furniture, equipment, or articles not included in the Construction Contract;
- (x) special consultants other than included in Basic Services;
- (xi) providing detailed quantity surveys or inventories of material, equipment, and labor.

EXHIBIT "K"

SCHEDULE OF INSURANCE

Current Certificates for Liability and Worker's Compensation are required to be on file for all District projects.

District insurance requirements are:

1. Commercial General Liability Insurance for bodily injury and property damage, including accidental death in an amount not less than One Million Dollars per occurrence, Two Million Dollars in the aggregate, and commercial auto liability insurance with limits of not less than One Million Dollars per occurrence, including: (1) owned, non-owned and hired vehicles; (b) blanket contractual; (c) broad form property damage; (d) products/completed operations; and (e) personal injury. Coast Community College District is to be named as an additional insured.
2. Professional Liability Insurance covering the Consultant's negligent acts, errors, and omissions, with limits not less than \$1,000,000 each claim and \$3,000,000 annual aggregate and with a deductible of not more than \$50,000. Such policy shall continue in effect for four years following the date of acceptance by the District of the completed project for which the Consultant provided services.
3. Worker's Compensation Insurance in accordance with California law and Employers Liability Insurance with limits of not less than One Million Dollars per employee and One Million Dollars per occurrence.

EXHIBIT "L"
DESCRIPTION OF BOND PROGRAM
(IF ANY)

EXHIBIT "M"
ARCHITECT'S STATEMENT OF QUALIFICATIONS AND PROPOSAL

June 6, 2012

Mr. Richard Pagel
Vice President, Administrative Services
Orange Coast College
2701 Fairview Road, P.O. Box 5005
Costa Mesa, CA 92628

Mr. Jerry Marchbank
Sr. Director of Facilities, Planning, and Construction
Coast Community College District
Facilities and Planning Department
1370 Adams Avenue
Costa Mesa, California 92626

Re: Orange Coast College Gymnasium Ceiling Retrofit RFQ 2007

Dear Mr. Pagel and Mr. Marchbank:

MVE Institutional, Inc. (MVEI) is pleased to be invited to the interview for the OCC Gymnasium Retrofit project. Enclosed is our proposed fee for full architectural and engineering services based on the available information provided in the RFQ. MVEI is open and flexible to discuss and negotiate this fee to remain competitive.

Our firm has been serving Costa Mesa and other local Orange County communities for close to 40 years. We have maintained a long working relationship with Coast Community College District and MVEI looks forward to an opportunity to work with Coast Community College District and Orange Coast College once again. Please feel free to contact me with any questions.

Sincerely,
MVE Institutional, Inc.



Robert M. Simons, AIA
Principal
bsimons@mve-institutional.com
Tel: 949-809-3380 | Cell: 949-233-6391

1. MVEI's Proposal for Architectural & Engineering Services for OCC Gymnasium Ceiling Retrofit

PROJECT SCOPE

The project includes the preparation and subsequent Division of State Architects (DSA) approval of design and bid documents for the Orange Coast College Fitness Center Complex. Per the RFQ, this project will install an 8,000 square foot suspended ceiling which is specifically designed for gymnasium applications. It is anticipated that this project will also include approximately 4,000 square feet of acoustical wall panels, retrofit of existing fire sprinklers and fire detection system to accommodate lower ceiling, and a retrofit of existing HVAC system ductwork. This project has a total project budget of \$150,000 with public bid anticipated in October 2012, and construction to be completed in January 2013.

SCOPE OF SERVICES

Full architectural and engineering design services will generally include, but not limited to:

- a) Review available documentation, verify existing conditions and confirm the accuracy of as-built documents in order to utilize for preparation of the design documents.
- b) Prepare Schematic/Design Development and Construction Development plans and specifications for submittal to the District and/or state and local agencies requiring submittal for project approval.
- c) Prepare all necessary bidding information and forms required by the District and assist the District throughout the bid process.
- d) Provide Construction Administration during the life of the construction project including the preparation, review, and recommendation of all construction related documents.
- e) Prepare project schedule, budget, design documents which satisfy the requirements of the District design standards and/or guidelines.
- f) Prepare as-built drawings using ACAD 2012 when deemed necessary.
- g) Prepare all work product items in digital format and transmit hard and digital copies to client throughout the project.
- h) Track, process, and submit all required close-out documentation required by DSA and/or any other regulatory agency

PROPOSED FEE

Service described above will be provided for a lump sum amount of **Nineteen Thousand and One Hundred Dollars (\$19,100.00)**. Below is the breakdown of fees which includes **architectural, mechanical, fire sprinkler and electrical engineering** encompassing Schematic Design to Project Close-Out.

❖ Fee Breakdown

Discipline	Proposed Fee
Architectural (MVEI)	\$ 7,000.00
Mechanical (BP)	\$ 4,300.00
Fire Sprinklers (BP)	\$ 2,800.00
Electrical (Konsortum 1)	\$ 5,000.00
Sub-Total:	\$ 19,100.00 *

* Structural engineering is excluded at this time; it might be required for the basketball standards.

2. MVEI's Proposal for Alternative Solutions

Below are two alternative solutions which Coast CCD and Orange Coast College might consider in lieu of the solution proposed in the RFQ.

- a) Alternate "A", utilize installations of products similar to Armstrong Optima CAPZ
MVEI's proposed fee for architectural services: \$8,750.00

- b) Alternate "B", utilize installations of noise control baffles
MVEI's proposed fee for architectural services: \$8,750.00

"MVE Institutional is open and flexible to discuss and negotiate the proposed fee to remain competitive."



Coast Community College District

CHANGE ORDER

No. 00002

TITLE: ACSS - FCD #52	DATE: 7/6/2012
PROJECT: CCC Newport Beach Learning Center	CCCD PROJ NO: 18010-927
TO: Attn: Kevin Charnesky Anderson Charnesky Structural Steel 353 Risco Circle Beaumont, CA 92223 Phone: 951-769-5700 Fax: 951-769-5701	CONTRACT NO: PO323904
	DSA NO:
	ARCH PROJ NO:
	GC PROJ NO:

CHANGES TO CONTRACT

00001 FCD #52 \$65,710.00

Pricing includes roof support steel and metal decking modifications at (7) added exhaust fans. Also includes additional Omega fencing around added emergency generator. (Reference ACSS COR #26-R2 dated 6/1/12)

Unit Cost:	\$65,710.00
Unit Tax:	\$0.00
Total:	\$65,710.00

The Original Contract Sum was	\$1,629,863.00
Net Change by Previously Authorized Requests and Changes	\$73,650.00
The Contract Sum Prior to This Change Order was	\$1,703,513.00
The Contract Sum Will be Increased	\$65,710.00
The New Contract Sum Including This Change Order	\$1,769,223.00
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.

Anderson Charnesky Structural Steel	Coast Community College District	LPA
By: _____ Kevin Charnesky	By: _____ Jim Moreno	By: _____ Steve Tiner
Date: _____	Date: _____	Date: _____
Construction Manager	Division of State Architect	
By: _____	By: _____	
Date: _____	Date: _____	

Coast Community College District

CHANGE ORDER

No. 00001

TITLE: Best Contracting - FCD #017
PROJECT: CCC Newport Beach Learning Center
TO: Attn: Kenn Daku
Best Contracting Services, Inc.
19027 S. Hamilton Avenue
Gardena, CA 90248
Phone: 310-328-6969 Fax: 310-328-9176

DATE: 7/6/2012
CCCD PROJ NO: 18010-927
CONTRACT NO: PO323907
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 FCD #017 \$163,673.00

Pricing includes added reflective interlayer on west elevation glass facade to comply with Title 24 energy model analysis. This added product is laminated between the layers of glass.

Unit Cost: \$163,673.00
Unit Tax: \$0.00
Total: \$163,673.00

The Original Contract Sum was	\$2,538,500.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$2,538,500.00
The Contract Sum Will be Increased	\$163,673.00
The New Contract Sum Including This Change Order	\$2,702,173.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Best Contracting Services, Inc.	Coast Community College District	LPA
By: _____ Kenn Daku	By: _____ Jim Moreno	By: _____ Steve Tiner
Date: _____	Date: _____	Date: _____
Construction Manager	Division of State Architect	
By: _____	By: _____	
Date: _____	Date: _____	



Coast Community College District

CHANGE ORDER

No. 00001

TITLE: RC Construction - FCD #52
PROJECT: CCC Newport Beach Learning Center
TO: Attn: Robert Clapper
RC Construction Systems Inc.
2223 N Locust Ave.
Rialto, CA 92377
Phone: 909-829-3688

DATE: 7/9/2012
CCCD PROJ NO: 18010-927
CONTRACT NO: PO323991
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 FCD #52 \$6,146.00

Pricing includes the addition of concrete pad and mow curb for the added emergency generator. (Reference RC Construction COR #6 dated 7/6/12)

Unit Cost: \$6,146.00
Unit Tax: \$0.00
Total: \$6,146.00

The Original Contract Sum was	\$790,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$790,000.00
The Contract Sum Will be Increased	\$6,146.00
The New Contract Sum Including This Change Order	\$796,146.00
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.

RC Construction Systems Inc.

Coast Community College District

LPA

By: _____
Robert Clapper

By: _____
Jim Moreno

By: _____
Steve Tiner

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

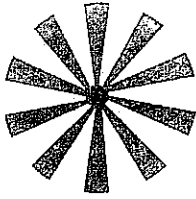
By: _____

Date: _____

Date: _____



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**ENVIRONMENTAL ENGINEERING
SERVICES, INC.** *A Hazardous Waste Mgmt. Co.*

July 9, 2012

Mr. John Erikson
Director of Purchasing
Coast Community College District
1370 Adams Avenue
Costa Mesa, Ca 92626

**Re: BASE BID FOR MUSIC BLDG. #3 & #4; ASBESTOS REMOVAL AND
DISPOSAL SERVICES**

Attn Mr. Erikson,

Sun Environmental Engineering Services, Inc. (SEES), thanks you for the opportunity to submit to you our bid cost for the referenced project.

SCOPE OF WORK

Our scope of work covers all the Asbestos Containing Material (ACM) as identified in the provided Survey Report, Captioned Project No. 581010-AS, and the Hazardous Materials excluded in the e-mail to prospective bidders dated Thursday, June 28, 2012.

BID PRICE

Our Bid Price as referenced above is \$85,885.00 (Eighty Five Thousand, Eight Hundred Eighty Five Dollars).

NOTE: At the discretion of the on site consultant, if any ACM with Concentration less than 1% is abated and handled as construction debris, our bid price would be significantly lower than stated above.

Thank you

Respectfully Submitted

Steve Nu

Steve Nu
Sun Environmental Engineering Services, Inc.

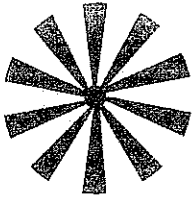
Attachment 23

PO Box 6877, Torrance, CA 90504

Phone (310) 618-0440 • Fax (310) 618-1146 • sunenvi@sbcglobal.net

CA DOSH #881 CSLB #828731

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**ENVIRONMENTAL ENGINEERING
SERVICES, INC.** *A Hazardous Waste Mgmt. Co.*

July 9, 2012

Mr. John Erikson
Director of Purchasing
Coast Community College District
1370 Adams Avenue
Costa Mesa, Ca 92626

Re: BASE BID FOR MUSIC BLDG. #4 MECHANICAL ROOM

Attn Mr. Erikson,

Sun Environmental Engineering Services, Inc. (SEES), thanks you for the opportunity to submit to you our bid cost for the referenced project.

SCOPE OF WORK

Our scope of work covers all the Asbestos Containing Material (ACM) as identified in the provided Survey Report, Captioned Project No. 581010-AS, as soon as all Mechanical and Electrical obstructions are removed from the room by others.

BID PRICE

Our Bid Price as referenced above is \$1585.00 (One Thousand, Five Hundred Eighty Five Dollars).

Thank you

Respectfully Submitted

Steve Nu

Steve Nu
Sun Environmental Engineering Services, Inc.

Approval of Instructional Material Fees for Coastline College, Golden West College and Orange Coast College - July 18, 2012

A copy is available for viewing in the Board Office.

Coastline College

Effective: Fall 2012

New Course with Fee:

ART C150 – Ceramics 1	\$43.00
ART C151 – Ceramics 2	\$43.00

Effective: Spring 2012

Deletions:

	FROM	TO
ESL C416 – Listening and Conversation 1	\$3.00	\$0.00

Golden West College

Effective Fall 2012

New Course with Fee:

AUTO G201 – Chassis and Drivetrain Specialist 1	\$30.00
AUTO G202 – Chassis and Drivetrain Specialist 2	\$20.00
AUTO G203 – Engine Performance Specialist 1	\$30.00
AUTO G204 – Engine Performance Specialist 2	\$20.00
CS G179 – C++ Programming, Advanced	\$3.00
CS G193 – MCTS Cert Prep – Windows Forms Applications	\$3.00
CS G194 – MCTS Cert Prep – Net Framework Applications	\$3.00

Revisions (Decrease):

	FROM	TO
AUTO G160 – Heating and Air Conditioning	\$30.00	\$10.00

Revisions (Increase):

	FROM	TO
GEOL G105 – General Geology	\$0	\$3.00

Orange Coast College

Effective Fall 2012

Revisions (Increase):

	FROM	TO
COUN A104 – Career & Life Planning: A Holistic Approach	23.00	30.00
FSM A275 - Bar Management	0.00	25.00



Resolution # 12-24

**A Resolution of the Board of Trustees of the
Coast Community College District
To Enter Into An Agreement with the California Department of
Education, Child Development Division for the Harry & Grace Steele
Children's Center General Child Care & Development Program Grant
(CCTR-2167)**

WHEREAS, the Board of Trustees of the Coast Community College District has read the proposed agreement entitled Certification of Application for Fiscal Year 2012-2013, Child Development Division, Child Development Program and the Coast Community College District (Orange Coast College), and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby authorize Andrew C. Jones, Ed.D., Chancellor; Daniela Thompson, Administrative Director of Fiscal Affairs; or W. Andrew Dunn, Vice Chancellor of Finance and Administrative Services, of the Coast Community College District on behalf of the organization to sign and execute said agreement and all amendments thereto, except to increase the financial liability of said organization.

I, Daryl A. Betancur, Interim Secretary of the Board of Trustees of Coast Community College District, hereby certify that on July 18, 2012 this Resolution was adopted by the Board by a vote of ____.

Ayes:

Noes:

Absent:

Abstain:

Daryl A. Betancur, Interim Board Secretary, Board of Trustees



Resolution # 12-25

**A Resolution of the Board of Trustees of the
Coast Community College District
To Enter Into An Agreement with the California Department of
Education, Child Development Division for the Harry & Grace Steele
Children's Center State Preschool Program Grant (CSPP-2325)**

WHEREAS, the Board of Trustees of the Coast Community College District has read the proposed agreement entitled Certification of Application for Fiscal Year 2012-2013, Child Development Division, Child Development Program and the Coast Community College District (Orange Coast College), and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby authorize Andrew C. Jones, Ed.D., Chancellor; Daniela Thompson, Administrative Director of Fiscal Affairs; or W. Andrew Dunn, Vice Chancellor of Finance and Administrative Services, of the Coast Community College District on behalf of the organization to sign and execute said agreement and all amendments thereto, except to increase the financial liability of said organization.

I, Daryl A. Betancur, Interim Secretary of the Board of Trustees of Coast Community College District, hereby certify that on July 18, 2012 this Resolution was adopted by the Board by a vote of ____.

Ayes:

Noes:

Absent:

Abstain:

Daryl A. Betancur, Interim Board Secretary, Board of Trustees



RESOLUTION # 12-26

**A Resolution of the Board of Trustees of the
Coast Community College District
Establishing the Appropriation Limit, Gann Initiative for 2012-2013**

WHEREAS, Sections 7900 et seq. of the California Government Code require the governing board of each local jurisdiction, by Resolution to establish maximum appropriation limitations, commonly called "Gann Limits" for the following year, and

WHEREAS, the District must establish a Gann Limit for the 2012-2013 fiscal year in accordance with the provisions of the Gann Amendment and applicable statutory law;

NOW, THEREFORE, the Board of Trustees of the Coast Community College District hereby resolves and declares as follows:

The appropriations limit for 2012-2013 shall be \$236,070,926. The appropriations in the 2012-2013 Budget do not exceed the limitations imposed by the Gann Amendment.

BE IT FURTHER RESOLVED, that the documentations used in determining the appropriations limit shall be available to the public at the Coast Community College District Business Office, 1370 Adams Avenue, Costa Mesa, CA 92626.

I, Daryl A. Betancur, Interim Secretary of the Board of Trustees of Coast Community College District, hereby certify that on July 18, 2012 this Resolution was adopted by the Board by a vote of ____.

- Ayes:
- Noes:
- Absent:
- Abstain:

Daryl A. Betancur, Interim Board Secretary, Board of Trustees



Coast Community College District
BOARD POLICY
Chapter 2
Board of Trustees

BP 2715 Code of Ethics for Members of the Board of Trustees

Accreditation Standard IV.B.1.a, e, & h

PREFACE

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

In recognition of these goals, the Board of Trustees has set forth the following:

ETHICAL RESPONSIBILITIES

The Board of Trustees shall:

1. Recognize that the primary responsibility of the Board of Trustees is to govern in the best interest of the education needs of the entire District. Trustees shall be aware that they are responsible to all citizens of the community served by the District.
2. Use the powers of the office honestly and constructively, communicating and promoting the needs of the community to the college, and the needs of the college to the community.
3. Protect the interests of students in every decision and assure the opportunity for high-quality education for every student. Maintain consistent and vigilant oversight of the District as a policy-setting Board with emphasis on instructional quality, operational efficiency, and fiscal stability.
4. Recognize that a Trustee is a member of an educational team, and that the strength and effectiveness of the Board is as a Board, not as individuals. Trustees have authority only when the Board is in official meetings; an individual member cannot bind the Board outside of such meetings; and that majority decisions of the Board shall be abided by.
5. Recognize that deliberations of the Board in closed session are confidential and not for release or discussion outside the Closed Session to anyone or in public without the prior approval of the Board by majority vote. Maintain confidentiality of privileged information. Privileged information means all confidential information, including items subject to the Ralph M. Brown Act and items subject to attorney-client privilege.

6. Confine Board action to policy determination, planning and budget, performance evaluation and maintaining the fiscal stability of the District. Delegate administrative authority to the Chancellor as the Board Executive Officer. Support District personnel in the appropriate performance of their duties and ensure that they have the requisite responsibility, adequate resources, and necessary authority to perform effectively. The Board will hold the Chancellor accountable for the administration of the educational program and the conduct of District business.
7. Create a positive climate by encouraging and supporting innovation and creativity in District programs and operations. Recognize that the Board sets an example for the entire institution; therefore, act with integrity and reflect the values of trustworthiness, respect, fairness, team, and caring at all times when performing Trustee responsibilities. Maintain an atmosphere in which controversial issues can be debated openly and fairly, protecting the dignity of individuals.
8. Focus requests for information and discussions at Board meetings on topics that address the fulfillment of the District mission, the future of the District, and long-term strategies. Seek pertinent information by asking timely and substantive questions, request data and information through protocols established by the Board and the Chancellor.
9. Accurately account for Trustee expenses; establish and uphold fair and prudent expense standards and reporting procedures.
10. Avoid any conflict of interest or the appearance of impropriety that could result because of the Trustee's position, and avoid intentionally using the Trusteeship for personal gain.

STEPS IN ADDRESSING ETHICAL VIOLATIONS

1. The Board of Trustees has responsibility for monitoring itself.
2. The President of the Board plays a key role in ensuring that laws and codes of ethics are followed.
3. Violations of the Board's Code of Ethics will be addressed by the President of the Board, who will first discuss the violation with the Trustee in question to reach a resolution.
4. If resolution is not achieved and further action is deemed necessary, the President may appoint an ad hoc committee to examine the matter and recommend further courses of action to the Board, which may include a recommendation for censure of the Trustee in question.
5. If the President is perceived by another Trustee to have violated the Code, the Vice President is authorized to pursue resolution.
6. If the violation is perceived to be a criminal or legal offense, the matter will be referred by the Board to the Orange County Department of Education General Counsel and/or the District Attorney.

TRUSTEE STANDARDS OF PRACTICE

In support of effective community college governance, the governing board of the Coast Community College District believes:

- That it derives its authority from the community and that it must always act as an advocate on behalf of the entire community;
- That it must clearly define and articulate its role;
- That it is responsible for creating and maintaining a spirit of true cooperation and a mutually supportive relationship with its CEO;
- That it always strives to differentiate between external and internal processes in the exercise of its authority;
- That its trustee members should engage in a regular and ongoing process of in-service training and continuous improvement;
- That its trustee members come to each meeting prepared and ready to debate issues fully and openly;
- That its trustee members vote their conscience and support the decision or policy made;
- That its behavior, and that of its members, exemplify ethical behavior and conduct that is above reproach;
- That it endeavors to remain always accountable to the community;
- That it openly debates the issues affecting its community and speaks with one voice once a decision or policy is made.

Adopted December 11, 1991
Revised February 5, 2003
Revised September 5, 2007
Replaces CCCD Policy # 010-2-1, Fall 2010

