

Agenda

Meeting: 10/15/2008 Regular Meeting
Category: 0. Meeting Location
Agenda Type: Information
Public Access: Yes

Agenda Item Content**AGENDA**

Coast Community College District
1370 Adams Avenue, Costa Mesa, CA 92626
Regular Meeting of the Board of Trustees
Date: October 15, 2008 6:30 p.m. Regular Meeting

1. Procedural Matters
 - 1.01 Procedural Matters
 - 1.02 Call to Order
 - 1.03 Pledge of Allegiance
 - 1.04 Roll Call
 - 1.05 Public Comment (Open Session)
 - 1.06 Adopt Agenda
 - 1.07 Approval of Minutes
- 2.01 Reports
- 3.01 Curriculum - None
- 3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF
 - 3.02.01 Authorization for Student Trips - Coastline Community College
 - 3.02.02 Authorization for Student Trips - Golden West College
 - 3.02.03 Authorization for Student Trips - Orange Coast College
- 3.03 GENERAL ITEMS
 - 3.03.01 Authorization for Special Projects - Coastline Community College
 - 3.03.02 Authorization for Special Projects - Golden West College
 - 3.03.03 Authorization for Special Projects - Orange Coast College
 - 3.03.04 Authorization for Special Projects - District
 - 3.03.05 Authorization for Disposal of Surplus
 - 3.03.06 Authorization to Apply for Funded Programs
 - 3.03.07 Approval of Clinical Contracts - Golden West College
 - 3.03.08 Approval of Clinical Contracts - Orange Coast College
 - 3.03.09 Authorization for Purchase of Institutional Memberships - Coastline Community College
 - 3.03.10 Authorization for Purchase of Institutional Memberships - Golden West College
 - 3.03.11 Authorization for Purchase of Institutional Memberships - Orange Coast College
 - 3.03.12 Authorization to Enter Standard Telecourse Agreements - Coastline Community College
 - 3.03.13 Community Activities- Coastline Community College
- 3.04 PERSONNEL ITEMS
- 3.05 ADDITIONAL PERSONNEL ITEMS
 - 3.05.01 Authorization for Independent Contractors - Coastline Community College

3.05.02 Authorization for Independent Contractors - Orange Coast College
3.05.03 Authorization for Staff Development - Orange Coast College
3.06 FINANCIAL APPROVALS
3.06.01 Approval of Purchase Orders
3.06.02 Ratification/Approval of Checks
3.06.03 Check List for General Obligation Bond Fund
3.06.04 Authorization for Special Payments - Orange Coast College
4.01 Authorization to Enter Agreements - Coastline Community College
4.02 Authorization to Enter Agreements - Golden West College
4.03 Authorization to Enter Agreements - Orange Coast College
4.04 Authorization to Enter Agreements - District
4.05 Buildings and Grounds
4.06 General Items of Business - District
4.07 Personnel Action Item
4.08 Policy Implementation
4.09 Resolutions
5.01 Reports Continued
5.02 Review of Buildings and Grounds Reports
Adjournment

1.01 Procedural Matters

Meeting: 10/15/2008 Regular Meeting
Category: 1. Procedural Matters
Agenda Type: Information
Public Access: Yes

Agenda Item Content**Procedural Matters**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adopt Agenda
5. Public Comment

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 Manager of Board Operations 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. 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 Manager of Board Operations at, (714) 438-4848, at least 48 hours prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.

6. Approval of Minutes
 - a. Regular Meeting of September 3, 2008

Additional Administrative Content

Agenda Item

2.01 Reports

Meeting: 10/15/2008 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

1. Report from the Chancellor
2. Reports from the Officers of Student Government Organizations
3. Reports from the Academic Senate Presidents

Additional Administrative Content

Action Agenda Details

Motion:

Draft Agenda Item

3.01 Curriculum - None

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

None

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by Raine Hambly. Last update on 10/08/2008 by Jodi Rodriguez.

Draft Agenda Item

3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content



travel101508.pdf

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by Jane Burton. Last update on 10/08/2008 by Jane Burton.

a. Authorization for Attendance at Meetings and/or Conferences

(1) Meetings for the Board of Trustees

WALTER G HOWALD, Board Member (CCCD), to attend the Community College League Board of Governors Meeting/Intersystem Oversight Committee Meeting, November 2 - 4, 2008, Sacramento, CA, without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from District Conference funds.

CONRAD J MORENO, Board Member (CCCD), to attend the Community College League of California 2008 Annual Convention, November 20-22, 2008, Anaheim, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$475, to be paid from District Conference funds.

(2) Meetings for Faculty and Staff

JOHN E ALTOBELLI, Instructor (OCC), to attend the National Baseball Coaching Convention, January 2 - 4, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$670, including a registration fee of \$70, to be paid from Full Time Academic Senate PDI funds, to be reimbursed for lodging due to late night and early morning meetings, to be reimbursed for train fare expenses if they equal the equivalency of mileage.

EDUARDO J ARISMENDI-PARDI, Instructor (OCC), to attend the Academic Senate Fall Plenary Session, November 5 - 8, 2008, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$325, to be paid from Academic Senate President funds, to be reimbursed for lodging due to late night and early morning meetings.

CAROL E BARNES, Counselor (OCC), to attend the National Collegiate Honors Council Conference, October 23 - 25, 2008, San Antonio, TX, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$300, travel by Air Coach, to be paid from ASOCC funds.

ANN F BEHELER, Dean (OCC), to attend the Executive Leadership Institute, December 6 - 12, 2008, Phoenix, AZ, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$1,500, to be paid from CDMA Professional Development funds, Ancillary Business Division funds.

DALE G BERRY, Const Facilities Mgr (OCC), to attend the Community College Facility Coalition 15th Annual Conference, November 4 - 6, 2008, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,450, including a registration fee of \$250, travel by Air Coach, rental car and insurance, to be paid from General funds.

DING-JO H CURRIE, President (CCC), to attend the The College Board's Community College Advisory Panel, November 6-7, 2008, Houston, TX, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

DING-JO H CURRIE, President (CCC), to attend the American Association of Community Colleges Fall Board of Directors Meeting, November 10-14, 2008, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$2,600, including travel by Air Coach, to be paid from College Support funds.

ROBERT V DEES, President (OCC), to attend the Accreditation Site Visit, October 28 - 29, 2008, Oxnard, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

BETTY L DISNEY, Dean (CCC), to attend the Global Learning Forum 2009, March 18-22, 2009, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$100, travel by Air Coach, to be paid from International Student funds.

ROBERT L FLINT, Temp Instructor (OCC), to attend the National Baseball Coaching Convention, January 2 - 4, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$670, including a registration fee of \$70, to be paid from Full Time Academic Senate PDI funds, to be reimbursed for lodging due to late night and early morning meetings, to be reimbursed for train fare expenses if they equal the equivalency of mileage.

FRANK FONSECA, Groundskeeper Lead (OCC), to attend the Community College Facility Coalition 15th Annual Conference, November 4, 2008, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,450, including a registration fee of \$250, travel by Air Coach, rental car and insurance, to be paid from General funds.

MARK A GOODE, Asst Dir M & O (OCC), to attend the Community College Facility Coalition 15th Annual Conference, November 4, 2008, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,450, including a registration fee of \$250, travel by Air Coach, rental car and insurance, to be paid from General funds.

DANNY C JONES, Administrative Dean (CCC), to attend the 2009 International Consumer Electronics Show, January 7-10, 2009, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,050, including travel by Air Coach, rental car and insurance, to be paid from ISD Administrative/Ancillary funds.

MICHELLE L JONES-THARP, Accounting Assistant III (OCC), to attend the Lumens Annual User Summit, November 14 - 16, 2008, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$995, including a registration fee of \$295, travel by Air Coach, to be paid from Sailing Center funds.

WILLIAM F KERWIN, Risk Serv Manager (CCCD), to attend the Statewide Association of Community Colleges Board Meeting, October 24, 2008, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, rental car and insurance, to be paid from Risk Services Management Conference funds, to be reimbursed by sponsoring agency.

JOHN H LINKE, Sys/Netwrk Anlst II (OCC), to attend the Juniper Junos 2-Day Boot Camp, October 20 - 21, 2008, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from General funds, to be reimbursed for lodging due to late night and early morning meetings.

NAOKO MAEKAWA, Instructor (OCC), to attend the California Mathematics Council South 49th Conference, November 7 - 8, 2008, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$140, to be paid from Full Time Academic Senate PDI funds.

CHRISTOPHER J MCNALLY, Hourly Instructor (OCC), to attend the Water Safety Instructor, November 14 - 16, 2008, Fountain Valley, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$210, to be paid from Part Time Professional Development funds.

LOIS M MILLER, Vice President (GWC), to attend the Community College League of California Annual Convention, November 20, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$175, including a registration fee of \$175, to be paid from College Conference funds.

GEORGIE H MONAHAN, Instructor (OCC), to attend the Academic Senate Fall Plenary Session, November 6 - 8, 2008, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$325, including a registration fee of \$325, to be paid from Academic Senate President's Conference funds.

MELISSA M MOSER, Dir Financial Aid (OCC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 7 - 9, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$299, including a registration fee of \$299, to be paid from Categorical funds.

MELINDA A NISH, Vice President (OCC), to attend the California Community Colleges Chief Instructional Officers Conference, October 28 - 31, 2008, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,700, including a registration fee of \$305, travel by Air Coach, to be paid from VPI Management Conferences, VPI Ancillary funds.

MARCELLA NORLING, Instructor (OCC), to attend the American Academy of Religion 2008 Annual Meeting, October 31 - November 3, 2008, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$135, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

JOSEPH E POSHEK, Dean (OCC), to attend the National Council of Arts Administrators, November 4 - 8, 2008, Sarasota, FL, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$250, travel by Air Coach, rental car and insurance, to be paid from CDMA Professional Development funds, Ancillary Account.

KAREN D PRIOLEAU, Sailing Cntr Prf Exp (OCC), to attend the United States Sailing Annual General Meeting, October 16 - 18, 2008, Saint Petersburg, FL, without loss of salary, with reimbursement for allowable expenses of \$1,218, including a registration fee of \$93, travel by Air Coach, to be paid from Sailing Center funds.

BETTY M RODRIGUEZ, Div/Area Office Coor (OCC), to attend the The Women's Conference 2008, October 21 - 22, 2008, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$225, including a registration fee of \$180, to be paid from Classified Professional Development funds.

METTE H SEGERBLOM, Sailing Program Cord (OCC), to attend the Lumens Annual User Summit, November 14 - 16, 2008, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$995, including a registration fee of \$295, travel by Air Coach, to be paid from Sailing Center funds.

SHERI L STERNER, Dean, Library & Inst Research (OCC), to attend the Western Association for Schools & Colleges Retreat on Student Learning and Assessment - Level II, October 16 - 18, 2008, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$650, including a registration fee of \$475, to be paid from Presidents Ancillary funds.

MILLIE SWEESY-BARGER, Instructor (OCC), to attend the 2009 Yoga Journal Conference, January 16 - 19, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$820, travel by Air Coach, to be paid from Part Time Faculty CCA funds, maximum amount of \$700 to go toward total registration amount of \$820 with the remainder to be paid from personal funds.

CATHLEEN C WERBLIN, Instructor (OCC), to attend the National College Media Convention, October 29 - November 2, 2008, Kansas City, MO, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$130, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

CHARLES R ZELLERBACH, Instructor (OCC), to attend the Conference for Entrepreneurial Champions, November 20, 2008, Los Angeles, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Draft Agenda Item

3.02.01 Authorization for Student Trips - Coastline Community College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type:
Public Access: Yes

Agenda Item Content

Dona Bunnell, Instructor/Emeritus/Art to accompany approximately 25 students (Ticket Number 81207) to the Huntington Library Art Collection and Botanical Gardens in San Marino on October 25, 2008. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

Kenneth Lopour, Instructor/Early College High School to accompany approximately 16 students to the Coastline Community College Garden Grove Center in Garden Grove on October 22, 2008, to teleconference with students from England who are participating in the International Project; a collaboration between Early College High School students and high school students from England. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to the trip.

Ann Holliday, SAC Advisor to accompany approximately five students (Ticket Numbers 81741, 81742, 81743, 82362) to the California Community College Student Affairs Association Conference: America's Next Top Leaders in San Diego, October 17–19, 2008, at a cost NTE \$4,000. Students will use District transportation. The waiver forms and attendance list will be on file in the President's office prior to the trip.

Ann Holliday, SAC Advisor to accompany approximately four students (Ticket Number 81741) to the Student Senate for California Community Colleges in San Jose, October 24–26, 2008, at a cost NTE \$4,000. The waiver forms and attendance list will be on file in the President's office prior to the trip.

Additional Administrative Content

3.02.02 Authorization for Student Trips - Golden West College

Meeting: 10/15/2008 Regular Meeting

Category: 3. Consent Calendar

Agenda Type:

Public Access: Yes

Agenda Item Content

Fran Faraz, Peace, Mind, and Body Club Advisor, and five students to attend a conference on Rediscovering Gandhian Wisdom: Building a Peaceful Future, CSU Pomona, October 17-19, 2008, with reimbursement for the \$85 per person registration fee NTE \$500 to be paid from ASGWC funds. Travel by personal cars. The list of participating students to be on file in the Student Activities office prior to departure.

Additional Administrative Content

3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content:

Orange Coast College students to participate in a Tour and Class Activity at the Long Beach Aquarium, Long Beach, CA, on October 28, 2008. Transportation by van. Dennis Kelly, Instructor of Marine Science, will be present. A list of participants will be on file in the President's Office prior to the trip.

Orange Coast College students to participate in an Oceanographic Cruise at the Long Beach Marine Institute, Long Beach, CA, on November 18-19, 2008. Transportation by bus. Dennis Kelly, Instructor of Marine Science, will be present. A list of participants will be on file in the President's Office prior to the trip.

The OCC Cheer & Dance Teams to travel to Orlando, Florida for the Universal Cheerleaders Association Collegiate Championships January 15-19, 2009. Coaches Mike Reynolds and Dan Sapp will travel with the teams. The cost to participating student-athletes is \$150, and the remainder of the cost will be paid with money earned through fundraising. There will be no cost to the college.

The OCC Cheer & Dance Teams to participate in the Cheerpros California State Championships at California State University, Long Beach in Long Beach, CA. January 24-25, 2009. Coaches Mike Reynolds and Dan Sapp will travel with the teams. There is no cost to participating student-athletes and there will be no cost to the college.

The OCC Cheer & Dance Teams to participate in the Spirit Sport Championships at the Palm Springs Convention Center in Palm Springs, CA February 7-8, 2009. Coaches Mike Reynolds and Dan Sapp will travel with the teams. There is no cost to participating student-athletes, and there will be no cost to the college.

The OCC Cheer & Dance Teams to participate in the United Performing Association Americup Challenge at the Minneapolis Convention Center in Minneapolis, MN February 19-23, 2009. Coaches Mike Reynolds and Dan Sapp will travel with the teams. The cost to participating student-athletes is \$200, and the remainder of the cost will be paid with money earned through fundraising. There will be no cost to the college.

The OCC Cheer & Dance Teams to participate in the United Sprit Association Collegiate Championships at the Anaheim Convention Center in Anaheim, CA March 29-30, 2009. Coaches Mike Reynolds and Dan Sapp to travel with the teams. There is no cost to participating student-athletes, and there will be no cost to the college.

Orange Coast College Extended Opportunity Program & Services (EOPS) and Cooperative Agencies Resources for Education (CARE) to sponsor 35 students of Guardian Scholars Program (Foster Youth) from Orangewood Foundation for a campus tour and meeting at Orange Coast College on October 18, 2008. A counselor and OCC Student Navigators will assist with the event. All expenses to be paid by Orangewood Foundation.

Orange Coast College Model United Nations students to attend the Model United Nations Conference (CALMUN Fall) on October 25, 2008, in Anaheim, CA. Approximately 15 students will participate. Expenses to be determined to be paid from ASOCC, club, and sponsorship funds.

Orange Coast College students to participate in a tour of Legoland Aquarium and meeting with a senior marine biologist at Legoland California Resort, Carlsbad, CA on November 21, 2008. Transportation by bus. Dennis Kelly, Instructor of Marine Science, will be present. A list of participants will be on file in the

President's Office prior to the trip.

Orange Coast College students to participate in a tour and class activity at Long Beach Marine Institute, Long Beach, CA on October 28, 2008. Transportation by bus. Dennis Kelly, Instructor of Marine Science, will be present. A list of participants will be on file in the President's Office prior to the trip.

Orange Coast College students to participate in an oceanographic cruise at the Long Beach Marine Institute, Long Beach, CA on November 18-19, 2008. Transportation by bus. Dennis Kelly, Instructor of Marine Science, will be present. A list of participants will be on file in the President's Office prior to the trip.

Fall 2008 – OCC Overnight Athletic Trips:

Women's Volleyball, Coach: Chuck Cutenese

Assistant Coaches: Adrian Delgado, Adam Cutrell, Dodi Drozd, Drew Ginther

September 12-13, Glendale College & Citrus College

December 4-8, State Tournament, TBA

Revision to Previous Board Action to add a trip. Previous Board approval 7/16/08.

Additional Administrative Content

Created on 08/26/2008 at 11:30 AM by Lynne Minton. Last update on 10/06/2008 by Lynne Minton.

3.03 GENERAL ITEMS

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by Jodi Rodriguez. Last update on 09/27/2008 by Jodi Rodriguez.

Agenda Item

3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

Project/Activity: Conference on Hate Crime

Date: October 17, 2008; 8:00 a.m.-noon; Garden Grove Center

Department: CCC, in cooperation with Orange County Human Relations Department

Purpose: Informational

Cost/purpose/funding source: No charge to the participants; no expense to the College or District.

Project/Activity: Use of Garden Grove Center Parking Facilities

Date: November 7-9, 2008; Garden Grove Center

Department: CCC in cooperation with the Arab American Council

Purpose: Overflow parking

Cost/purpose/funding source: No charge to the participants; no expense to the College or District. The Committee posted a \$2 million general liability insurance policy.

Project/Activity: Annual Open House and Potluck Dinner

Date: October 27, 2008; 6:00-8:00 p.m.; Costa Mesa Center

Department: Special Programs and Services for the Disabled

Purpose: Open house event for students and their families

Cost/purpose/funding source: NTE \$600; Foundation funds

(Revision is to change event date and estimated cost. Prior Board Approval: 9/3/08)

Project/Activity: Brown Bag Lunch Seminars

Date: November 1, 2008 - June 30, 2009

Department: Technology Committee

Purpose: Informational/Instructional

Cost/purpose/funding source: No cost to College or District; MPI Grant funds

Project/Activity: Canned Food Drive

Date: November 3-14, 2008

Department: Student Advisory Council

Purpose: Public Service

Cost/purpose/funding source: NTE \$100; SAC funds

Project/Activity: Forum/Question and Answer Session

Date: Wednesday, October 29, 2008; 6:00-8:00 p.m.; Garden Grove Center

Department: Student Advisory Council

Purpose: Informational for all persons seeking to be elected to the Coast Community College Board of Trustees

Cost/purpose/funding source: NTE \$250; SAC funds

Project/Activity: Servant Leadership Workshop

Date: October 3, 2008

Department/Committee: Leadership Development Institute

Purpose: Part of the College Professional Development Initiative and will provide practical advice for being a successful servant leader.

Cost/purpose/funding source: NTE \$250; College and Foundation funds

(Originally submitted to the 10/1/08 Board Agenda.)

Project/Activity: California Health Nail Salon Town Hall Meeting

Date: October 5, 2008

Department: Coastline, in cooperation with Senator Lou Correa, Senate District 34

Purpose: Public Service Town Hall Informational Meeting

Cost/purpose/funding source: No cost to participants, and no expense to the College or District.
(Originally submitted to the 10/1/08 Board Agenda.)

Project/Activity: Veteran's Day Recognition Event and Job Fair

Date: November 5, 2008; 8:30 a.m.-noon

Department: Orange County One-Stop Center

Purpose: To recognize the service and contributions to our community and country made by our U.S. Military Veterans, and to provide them with job opportunities.

Cost/purpose/funding source: NTE \$500; Workforce Investment funds.

Project/Activity: Irvine Youth Job Fair

Date: October 25, 2008; 9:00 a.m.-noon

Department: Orange County One-Stop Center

Purpose: The Job Fair is in partnership with the City of Irvine Youth Employment Services Department.

Cost/purpose/funding source: Expenses to be paid by the City of Irvine.

Project/Activity: Strikes for Scholarships

Date: November 15, 2008; 5:00-7:00 p.m.; Fountain Bowl

Department: Foundation

Purpose: Fundraising event for student scholarships.

Cost/purpose/funding source: All expenses to be paid from proceeds raised from the event.

Project/Activity: Vietnamese Educational Diabetes Conference

Date: November 8, 2008; 9:00 a.m.-3:00 p.m.; Garden Grove Center

Department: Coastline, in cooperation with Congresswoman Loretta Sanchez, U.S. Representative District 47

Purpose: Public Service Informational Conference

Cost/purpose/funding source: No cost to participants, and no expense to the College or District.

Additional Administrative Content

Action Agenda Details

Motion:

3.03.02 Authorization for Special Projects - Golden West College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

Project/Activity: Celebrating Latino Heritage Month
Date: September/October, 2008
Department: ASGWC
Purpose: To celebrate Latino heritage and culture
Cost/purpose/funding source: \$800 for food and supplies; ASGWC funds

Project/Activity: On Campus Events/Activities for International Students
Date: 08-09 Academic Year
Department: International Student Program
Purpose: To offer activities throughout the year for international students
Cost/purpose/funding source: \$4,000 for food; program funds

Project/Activity: International Students Orientations
Date: August 08, January 09, June 09
Department: International Student Program
Purpose: Required orientations for international students
Cost/purpose/funding source: \$2,400 for food; program funds

Project/Activity: Dia De La Raza
Date: October 15, 2008
Department: Puente Club
Purpose: Educate students about contributions Latinos have made in their communities
Cost/purpose/funding source: \$500 for food, supplies, printing; Club funds

Project/Activity: Puente Program Family and Mentor Welcome Dinner
Date: October 16, 2008
Department: Puente Club
Purpose: Provide orientation and information to the family/mentors of Puente students
Cost/purpose/funding source: \$1,300 for food, supplies, printing; Puente Program funds

Project/Activity: Election 2008 Series – Immigration Reform
Date: October 23, 2008
Department: ASGWC
Purpose: To educate students on immigration issues
Cost/purpose/funding source: No cost to the college/volunteer speakers

Project/Activity: Picnic for Peace
Date: October 23, 2008
Department: Peace, Mind, and Body Club
Purpose: To raise awareness for the Peace Program on campus
Cost/purpose/funding source: \$500 for food and supplies; Club funds

Project/Activity: Dia de los Muertos
Date: October 30, 2008
Department: Puente Club
Purpose: Club fundraiser
Cost/purpose/funding source: \$200 for food, supplies, printing; Club funds

Project/Activity: Human Trafficking

Date: November 20, 2008

Department: ASGWC

Purpose: Speaker to discuss slave trafficking in India

Cost/purpose/funding source: \$200 for speaker, ASGWC funds

Revision to previous Board action of 9/3/08 to change the date only

Project/Activity: Holiday Student Art Sale

Date: December 2-3, 2008

Department: Arts and Letters

Purpose: Holiday art sale

Cost/purpose/funding source: no cost to the college

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by Dolores Harper; Last update on 10/07/2008 by Jodi Rodriguez

3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

Project/Activity: Event for Adopt-A-Family Program to Include Four Children's Musical Groups
Date: November 23, 2008
Department: Extended Opportunity Programs & Services and Cooperative Agencies Resources for Education (EOPS & CARE)
Purpose: Fundraising Event
Cost/Purpose/Funding Source: No expense to the college; expenses covered by donations

Project/Activity: Variety of Activities and Entertainment
Date: 2008-2009 Fiscal Year
Department: OCC Clubs
Purpose: Activities and entertainment, including trips to local attractions pertaining to club purpose or to secure revenue for clubs, to include food expense for some events
Cost/Purpose/Funding Source: Expenses paid from club and/or ASOCC funds

Project/Activity: Mount Wilson Observatory
Date: November 21, 2008
Department: Sponsored by the ASOCC Astronomy Club
Purpose: View through 60" telescope and increase knowledge of the Universe
Cost/Purpose/Funding Source: NTE \$1,500 from ASOCC/club/and sponsorship funds

Project/Activity: Coast Community College District Board of Trustees Candidate Forum
Date: October, 2008
Department: Sponsored by ASOCC
Purpose: To host the Board of Trustees Candidate Forum to include food, supplies, advertisement, and materials
Cost/Purpose/Funding Source: NTE \$500 to be paid from ASOCC funds

Project/Activity: High School Counselor's Breakfast
Date: November 14, 2008
Department: Counseling
Purpose: Annual meeting of high school counselors
Cost/Purpose/Funding Source: Expenses to be paid from ASOCC funds

Project/Activity: Annual Matriculation SOAR Meeting
Date: September 30, 2008
Department: GWC and OCC Matriculation Offices
Purpose: Food for meeting
Cost/Purpose/Funding Source: Expenses to be paid from Matriculation funds
(Late submittal due to originator not requesting Board approval prior to expenditure)

Project/Activity: 25th Annual World Food Day
Date: October 20, 2008
Department: Food, Nutrition, and Dietetics programs
Purpose: Students, faculty, and members of the Orange County Hunger Coalition to participate
Cost/Purpose/Funding Source: No cost to the college

3.03.04 Authorization for Special Projects - District

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

Project/Activity: Fiscal Affairs Team Building Workshops
Date: October 27, 2008 and Spring 2009 (Date TBD)
Department: Fiscal Affairs
Purpose: To provide team building activities for improved communication within the departments.
Cost/Purpose/Funding Source: NTE \$1,500/Staff Development Funds

Additional Administrative Content

Draft Agenda Item

3.03.05 Authorization for Disposal of Surplus

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content



Surplus101508.pdf

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by CCCDPurch. Last update on 10/01/2008 by CCCDPurch.

ORANGE COAST COLLEGE

ITEM	ASSET NO. (TAG NO.)	IDENTIFICATION		CONDITION OF EQUIPMENT
		MODEL NO.	SERIAL NO.	F=FAIR P=POOR I=IRREPARABLE
COMPUTER	9014201	---	---	P
MONITOR	9017203	P15	FS6459334	P
MONITOR	9024043	P70	FK7614674	P
COMPUTER	9030131	---	GX2408V89411	P
MONITOR	9030137	P793	KR-04D025-47602-1B6-D1UX	P
MONITOR	9030138	P793	KR-04D025-47602-1B6-D1VS	P
MONITOR	9045136	0957VU	MX-0957VU-47801-11A-H2FE	P
MONITOR	9045178	0957VU	MX-0957VU-47801-11B-H13G	P
MONITOR	9046324	0957VU	MX-0957VU-47801-11G-H0HC	P
COMPUTER	9047809	Power Mac7200/120	XB6391BS8F9	P
MONITOR	9047810	CPD-155X1	10006	P
MONITOR	9048028	0957VU	MX-0957VU-47801-11H-H48A	P
MONITOR	9048032	0957VU	MX-0957VU-47801-11H-H120	P
MONITOR	9048040	0957VU	MX-0957VU-47801-11H-H48G	P
MONITOR	9048042	0957VU	MX-0957VU-47801-11H-H48R	P
MONITOR	9048048	0957VU	MX-0957VU-47801-11H-H3XX	P
MONITOR	9048052	0957VU	MX-0957VU-47801-11H-H11L	P
MONITOR	9048056	0957VU	MX-0957VU-47801-11H-H11X	P
MONITOR	9048058	0957VU	MX-0957VU-47801-11H-H407	P
MONITOR	9048064	0957VU	MX-0957VU-47801-11H-H3YB	P
MONITOR	9048070	0957VU	MX-0957VU-47801-11H-H48K	P
MONITOR	9048082	0957VU	MX-0957VU-47801-11H-H3VE	P
MONITOR	9048086	0957VU	MX-0957VU-47801-11H-H3YM	P
MONITOR	9048088	0957VU	MX-0957VU-47801-11G-H0EN	P
MONITOR	9048092	0957VU	MX-0957VU-47801-11G-H0HG	P
MONITOR	9048098	0957VU	MX-0957VU-47801-11H-H482	P
MONITOR	9048198	0957VU	MX-0957VU-47801-11G-H0LG	P

Surplus

ITEM	ASSET NO. (TAG NO.)	IDENTIFICATION		CONDITION OF EQUIPMENT
		MODEL NO.	SERIAL NO.	F=FAIR P=POOR I=IRREPARABLE
MONITOR	9048204	0957VU	MX-0957VU-47801-11H-H2XR	P
MONITOR	9053455	0957VU	MX-0957VU-47801-08F-H1ZR	P
MONITOR	9057925	KDM-2055	32090217	P
CYGNA SCOPE	9028676	---	10797	I
CART	---	COS-220	---	P
FILE CABINET	---	---	---	P
TYPEWRITER	9021696	---	1120906	P
OMR	2005615	---	E03777	I
CHAIRS (6)	---	4575023	---	P
TELECOPIER	9039251	7024	---	P
COMPUTER	9031276	---	---	P
COMPUTER	9031285	---	---	P
COMPUTER	9031207	---	---	P
MONITOR	9034299	Princeton	E050	P
MONITOR	9021192	Princeton	E050	P
MONITOR	9016232	Princeton	E050	P
COMPUTER	9071511	---	---	P
COMPUTER	9022791	---	---	I
COMPUTER	9056630	DHM	5PD8H51	I
APPLE AIRPORT	9058202	---	HS333079NVX	I
PROJECTOR	9033593	PLC-SP20N	G0X01258	I
PROJECTOR	9025906	LC-SVGA870U	G9701559	I
SCANNER	9033105	C7670A	SG01K27016	I
SCANTRON	2002369	2100	E-189200T2	I
PRINTER	9024927	C3982A	USDF005288	I
PRINTER	9017548	C3952A	JPKK038928	I
PRINTER	9045904	Q3704A	CNGGG22201	I
REFRIGERATOR	2001823	McCall	M62587	I

ITEM	ASSET NO. (TAG NO.)	IDENTIFICATION		CONDITION OF EQUIPMENT
		MODEL NO.	SERIAL NO.	F=FAIR P=POOR I=IRREPARABLE
On behalf of the Orange Coast College President, the Director of Purchasing is recommending Board approval to donate the following surplus equipment to Huntington Beach High School.				
SEWING MACHINE	9047661	---	---	P
SEWING MACHINE	9047665	---	---	P
SEWING MACHINE	9057193	---	---	P
SEWING MACHINE	9056677	---	---	P
SEWING MACHINE	9047662	---	---	P
SEWING MACHINE	9047667	---	---	P
SEWING MACHINE	9047672	---	---	P
SEWING MACHINE	9047654	---	---	P
SEWING MACHINE	9047658	---	---	P
PRESSER FEET & MACHINE CORDS	---	---	---	P
On behalf of the Orange Coast College President, the Director of Purchasing is recommending Board approval to donate the following surplus equipment to the Orange County Natural History Museum.				
TELESCOPE	9071053	---	---	P
TELESCOPE	9031519	---	---	P
TELESCOPE	2005114	---	820977	P
TELESCOPE	9046169	4500	---	P
TELESCOPE	2007002	---	---	P
PLANETARIUM PROJECTOR	9040156	---	---	P

3.03.06 Authorization to Apply for Funded Programs

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

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

Coast Community College District has been awarded funding for the California Community Colleges Chancellor's Office Governor's Career Technical Education Initiative (SB70/SB1133) grant titled "**Career Technical Education Community Collaborative – STEM CTE Project**". The Coast Community College District in partnership with both the Orange County Department of Education and VitalLink will work to bring multiple local partners and initiatives in Orange County together to better coordinate and organize efforts in a focused effort to meet industry demands. The Orange County Department of Education, through a subgrantee agreement with the District Office, will develop three pilots 7-14 vertical integrated Professional Learning Communities to include Community College, ROP, and 7-12 faculty. Pilots will work together to create or expand a STEM related course of study; Create a strong STEM Community Collaborative with education, Non-governmental Agencies (NGO), and business representation; Update STEM/CTE course content 9-14 through a professional development series; and Pilot a 7-8 Career Exploration development and planning system. **VitalLink, through its subgrantee agreement with the District Office, will provide services for the Career Development Exploration for 7th and 8th Graders Program Area; manage the Middle School activities including teaching training, middle school curriculum development, and career planning web portal development. VitalLink will also provide coordination and services to conduct annual advisories for the three pathway pilot programs, the OC STEM Steering Committee, and the teacher externship components. All oversight of this grant and subgrantee agreements will be handled through the District Educational Services department. (Previous Board Approval: June 18, 2008)**

Fiscal Impact: Coast Community College District will receive \$369,700 between June 1, 2008, to and including January 31, 2010. Matching funds of 10% required for this project.

Coastline College has applied for funding for the United States Department of Labor – Employment and Training Administration grant titled "**Virtual Hospital – Virtual ESL for Nursing and Related Healthcare Occupations**". Coastline College seeks to be a participant in the Virtual Hospital – Virtual ESL for Nursing and Related Healthcare Occupations project which will expand access to technology-based learning (TBL) for workers to meet the needs of the Orange County Healthcare industry by developing and implementing a TBL program for "Virtual ESL for Nursing and Related Health Occupations" as demonstrated through the design of a "Virtual Hospital". The course goals are to increase hospital effectiveness, employee performance and patient satisfaction by improving communication skills of nurses with limited English proficiency through e-learning. A Healthcare Collaborative will also be created consisting of healthcare industry employers, educational entities and workforce and economic development professionals.

Fiscal Impact: If funded Coastline Community College will receive \$500,000 (Year 1- \$190,108; Year 2- \$148,195; and Year 3- \$161,698) over three years and a Coastline College and Coast Learning Systems match of \$188,000.

Golden West College has received a funding renewal for the Chancellor's Office – California Community Colleges Economic and Workforce Development Program Health Occupations grant titled "**Regional Health Occupations Resource Center (RHORC)**". The Regional Health Occupations Resource Center

(RHORC) grant is part of a statewide initiative which develops and sustains relationships with businesses and other education providers in the region covering Orange County and the Inland Empire. The RHORC provides training and technical assistance regarding health occupations programs with these regional partners.

Fiscal Impact: Golden West College will receive \$205,000 between July 1, 2008, to and including August 31, 2009. With an in-kind match of \$205, 000 generated from RHORC activities.

Orange Coast College has been awarded funding from The Regents of the University of California for the program titled **"University of California, Irvine (UCI)/Orange Coast College (OCC) Joint Graduate Student Faculty Internship Program."** This is a sub-contract agreement between The Regents of the University of California and the Coast Community College District for a Joint Graduate Student Faculty Internship Program. The purpose of this internship program is to provide interns with the opportunity to learn about faculty life, governance, and teaching at a community college by partnering with a California Community College faculty member. The partner's role is to provide guidance, support, and information that will help the intern to better assess her or his interest in and suitability for a position at a community college. Together, the faculty partner and student intern have the opportunity to exchange information and expertise from their respective experiences that will hopefully enhance the professional lives of both parties. UCI's University Program Director and Orange Coast College faculty member **Juani Funez-Gonzalez** shall be responsible for direction of all efforts related to this partnership at their respective campuses. **(Previous Board Approvals: August 6, 2008.)**

Fiscal Impact: Orange Coast College will receive \$12,500 **annually** between July 1, 2008 and June 16, 2010. No matching funds required.

Additional Administrative Content:

Created on 08/28/2008 at 11:30 AM by Raine Hambly. Last update on 10/08/2008 by Jodi Rodriguez.

Draft Agenda Item

3.03.07 Approval of Clinical Contracts - Golden West College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

After review by legal counsel, Rutan & Tucker, the College President, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum. (Non-standard agreements are attached to each Trustee's Agenda.)

RENEWAL

Western Medical Center, Santa Ana Nonstandard Affiliation Agreement

(See Western Medical Attachment #2)

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



WestMedCtr Ins.pdf

Additional Administrative Content

Action Agenda Details

Motion:

3.03.08 Approval of Clinical Contracts - Orange Coast College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

After review by legal counsel, Rutan & Tucker, the College President, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum. (Non-standard agreements are attached to each Trustee's Agenda.)

NEW

ACES

San Diego, CA Standard Clinical Affiliation Agreement

Dr. Evelyn Maruko, DDS

Anaheim Hills, CA 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 (For field experience agreements, the District provides only Worker's Compensation insurance.) These District provided insurance coverages are in effect while the student is on-site at facility. The District realizes savings by utilizing off-campus clinical and field experience training facilities.

Additional Administrative Content

Action Agenda Details

Motion:

Draft Agenda Item

3.03.09 Authorization for Purchase of Institutional Memberships - Coastline Community College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

RENEWAL

Huntington Beach Chamber of Commerce - November 1, 2008 — October 31, 2009 - \$309

Membership will provide access to Chamber businesses to market and network the programs offered through Coastline Community College/Orange County One-Stop Center. Membership to be paid from One-Stop Center funds.

National Association for Foreign Student Affairs: Association of International Educators (NAFSA) - July 1, 2008 — June 30, 2009 - \$350

Membership in the National Association for Foreign Student Affairs: Association of International Educators (NAFSA) promotes the exchange of students and scholars to and from the United States. The Association sets and upholds standards of good practice and provides professional education and training that strengthen institutional programs and services related to international educational exchange. NAFSA provides a forum for discussion of issues and a network for sharing information as it seeks to increase awareness of and support for international education in higher education in government and in the community. Membership to be paid from general funds.

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by Laurie Swancutt. Last update on 10/08/2008 by Jodi Rodriguez.

Draft Agenda Item

3.03.10 Authorization for Purchase of Institutional Memberships - Golden West College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

RENEWAL

California Association of Community College Registrars & Admissions Officers – July 1, 2008 – June 30, 2009 - \$200

Membership provides update on legal mandates and legislation

California Association on Postsecondary Education & Disability – October, 2008 – September 2009 - \$240

Membership provides training and support for staff working with students with disabilities

Network of California Community College Foundations – July 1, 2008 – June 30, 2009 - \$500

Membership allows statewide networking and provides information on fund development

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by Dolores Harper. Last update on 10/08/2008 by Jodi Rodriguez.

Draft Agenda Item

3.03.11 Authorization for Purchase of Institutional Memberships - Orange Coast College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

RENEWAL

Southern California Intersegmental Articulation Council (SCIAC) - \$75 – July 1, 2008 - June 30, 2009

Membership provides opportunities for continuing improvement of articulation among and between the segments of post-secondary education in California.

Additional Administrative Content

Draft Agenda Item

3.03.12 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

CONCEPTS IN MARKETING

Chattahoochee Technical College (GA)
Community College of Rhode Island (RI)

CYCLES OF LIFE: EXPLORING BIOLOGY

Lakeland Community College (OH)

INTERMEDIATE ALGEBRA: MODELING THE WORLD

Los Angeles Mission College (CA)

SCIENCE & CULTURE IN THE WESTERN TRADITION

Empire State College (NY)

STANDARD MASTER TELECOURSE LICENSE AGREEMENT

Sacramento City College (CA)

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.

Additional Administrative Content

3.03.13 Community Activities- Coastline Community College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

It is recommended that authorization be given for the Coastline Community College Contract Education Department to offer the following community activities, seminars, workshops, lecture series and/or cultural events and for appointment of lecturers and presenters as indicated at Coastline Community 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 from September 18, 2008 — June 30, 2009. Payment to the presenters will be based on a negotiated fixed rate (F) or percentage of income based on course enrollment (P).

INDEPENDENT CONTRACTOR

TAI CHI WORKSHOP, September 20 and 21, 2008. Presenter: Master Zifang Su (P). Workshop will be held at the Le-Jao Center. Participant fees shall be either \$20 or \$45 per workshop activity.

Additional Administrative Content

3.04 PERSONNEL ITEMS

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content



Personnel.pdf

Additional Administrative Content

3.04 PERSONNEL ITEMS**1. Authorization for 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 Instructional Misc. Teaching Rate, MTH = Part Time Misc. Teaching Rate, IUM = Full Time Instructional Unit Assistant, IUH = Part Time Instructional Unit Assistant, EXM = Full Time Extra Pay, EXH = Part Time Extra Pay, UNT = Part Time Unit Regular, PDM = Full Time Per Diem, PDH = Part Time Per Diem, INM = Full Time Intersession, INH = Part Time Intersession, SMM = Full Time Summer, SMH = Part Time Summer, ACS = Academic Senate.

COASTLINE:**CURRICULUM**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Lieu, Thanhthuy	08/25/2008	12/14/2008	EXM	\$28.85

Serving as a member of the Curriculum Committee.

GOLDEN WEST COLLEGE:**INSTRUCTIONAL UNIT ASSISTANT**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Jones, Barbara J.H.	08/25/2008	12/14/2008	IUM	\$1,165.60

Office Administration.

COORDINATOR

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Farazdaghi, Farzane	08/25/2008	12/14/2008	EXA	\$28.85

Peace Education Coordinator.

BASIC SKILLS

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Gardner, Patricia	08/10/2008	08/13/2008	EXA	\$33.92

Special assignment for Basic Skills Initiative.

ORANGE COAST COLLEGE:**PARTNERSHIP PROGRAM**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Shine, Brenda	09/02/2008	12/14/2008	PDM	\$41.95

Working with Partnership Program.

MATH CENTER

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Karasuda, Shin	09/01/2008	10/31/2008	PDM	\$41.95

To perform upgrades and maintenance to the database for the Math Center.

FACULTY ACADEMY

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Taylor, Michael	10/10/2008	10/11/2008	PDM	\$41.95

To be a presenter at the Faculty Academy.

GRANT

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Plum, Caryn	08/25/2008	12/14/2008	PDH	\$28.85

Develop Pathway worksheets for the Tech Prep Career Development grant.

Plum, Caryn	08/25/2008	12/14/2008	PDH	\$28.85
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Develop a booklet for students and counselor's to be dispensed regionally for Tech Prep Career Development Grant.

CAREER EDUCATION PROGRAM

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Plum, Caryn	08/25/2008	12/14/2008	PDH	\$28.85

For the Perkins CTE Career Education Program to be attending District, Division and Advisory Committee Meetings and conducting workshops related to Career Education and work with Job Placement.

Overload assignments for the following instructors, payment to be a maximum of \$70.00/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/25/08 to 12/14/08** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed hours stated, per week:

GWC

<u>Name</u>	<u>Hours per week</u>
Basabe, Sandra	6.00
Gilpin, Bernard	2.25

OCC

<u>Name</u>	<u>Hours per week</u>
Barvarz, Parnian	4.59
Bender, Edward	0.37
Pettus, Candice	5.06
Rangno, Erik	4.50

Overload assignments for the following instructors, payment to be a maximum of \$70.00/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/02/08 to 01/27/08** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed hours stated, per week:

OCC

<u>Name</u>	<u>Hours per week</u>
Gleason, David	4.00
Skeie, Leon	4.00

2. Acceptance of Resignations and/or Approval of Layoffs and Terminations

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

Classified

Miesner, James, GWC, Systems/Network Analyst II, Classified Unit, resignation effective 10/03/08.

3. Appointment of Substitutes, Academic Staff

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 \$43.45/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered **during FALL semesters, 2008-09.**

Coastline

Capocciamia, John
Gettinger, Amy
Leath-McRae, Jennifer
Mohr, Cheryl

Orange Coast College

Barber, Jennifer
Kim, Allen
Mora, Flory
Sayasy, Khen

4. 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 2008-09 school year:

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>	<u>To Col/Step</u>
Fricker, Norman	OCC	IV 20	V 21

5. Appointment of Academic Staff

In accordance with Board policies and procedures, the following academic staff are recommended for appointment for service during the period shown below. Employment and payment for services will follow upon notification that all required documents have been completed and filed. Assignments are only for the time period specified or the hours per week as stated (multiple statements indicate two or more separate assignments).

PART-TIME FACULTY ASSIGNMENTS - 2008

Fall assignments during the period **08/25/08-12/14/08** for CCC, GWC and OCC unless otherwise noted; LHE = Lecture Hour Equivalency.

Coastline College

<u>Name</u>	<u>LHE/week</u>
Ables, Dorothy E.	3.000
Adler, Roberta S.	9.000
Ahlman, Mary	8.000
Alexander, David O.	2.749
Allen, Stacey L.	3.000
Anderson, Marvette V.	6.218
Andruss, Kathleen A.	3.333
Aprile, Judy L.	7.833
Ardolino, Maureen A.	3.750
Armendariz, Patricia S.	9.000
Chen, Eric Y.	7.500
Chow, Brian L.	5.750
Churgel, Marlene L.	9.000
Cisneros, Mark E.	9.000
Clay, Caron D.	1.333
Cole, Maureen A.	9.000
Cooper, David G.	3.000
Corbin, Steve L.	9.000
Cratty, William S.	3.000
Crawfis, Robert P.	3.000
Crockett, David A.	4.875
Crowley, Debra M.	4.750
Crowley, Erin K.	9.000
Cucci, Nancy H.	1.333
Cummins, Megan S.	7.500
Curtis, Michael D.	6.000
Dalbey, Elizabeth D.	9.000
Davis, Georgette E.	9.000
Davis, Loretta H.	9.000
Davis, Penny S.	8.000
Dawes, Arthur F.	3.750
Diaz-Brown, William J.	4.000
Dilworth, Marianne Z.	1.333
Do, Anhvy T.	6.000
Do, Tuan D.	5.000
Don, Rachel	9.000
Doren, Ricia	8.000
Doyle, John A.	7.500
Gandall, Beverly	9.000

Golden West College

<u>Name</u>	<u>LHE/week</u>
Abdellateef, Marwa	9.000
Abella, Dori L.	6.500
Agnew, Cassandra L.	7.500
Alcocer, Brandon W.	3.000
Allum, Richard W.	6.000
Alvarez, Veronica I.	3.000
Amezcuca, Araceli	5.750
Anderson, Joan N.	9.000
Anderson, Perry R.	7.000
Anderson, Terry B.	8.000
Anderson, Terry P.	4.000
Armendaris, Francesca	8.000
Artemova, Alina V.	2.000
Ashrafmodarres, Reza	4.500
Chiong, Ludivina R.	6.500
Cohen, Herbert M.	8.750
Conrad, Robert M.	3.000
Cowan, Rory W.	6.000
Cuddihy, William J.	4.500
Cunningham, Christopher A.	4.000
Daigle, Maurice J.	4.750
Daniel-Berhe, Sequare K.	5.250
Dannov, Isabelle A.	8.750
Davidson, Matthew T.	9.000
Davidson, Tina L.	8.667
Degaillande, Philippe G.	6.125
Der-Mesropian, Emma	9.000
Dinh, June T.	3.000
Do, Tom H.	4.000
Dodge, Anthony J.	3.750
Doretti, Brett A.	3.375
Drum, Jean C.	3.000
Du Plessis, Daniel	5.000
Dubois, Susan R.	1.500
Graves, Buchansha A.	2.626
Hodjera, Eva	8.500
Jasser, Mais Z.	4.500
Keen, Phillip M.	0.833
Kim, Ellen Y.	1.666
Klaus, Raymond J.	4.000
Kyselka, Rita J.	3.666
Leggitt, Angeli R.	8.667

Orange Coast College

<u>Name</u>	<u>LHE/week</u>
Anderson, Dennis W.	4.500
Anderson, John M.	9.000
Andreasen, Michael J.	8.000
Anglin, Marie M.	5.000
Arakaki, Christine M.	2.875
Arias, Robyn S.	9.000
Armstrong, Robin M.	8.000
Ary, Nichole M.	3.000
Atallah, Joseph H.	5.000
Aubin, Todd J.	1.625
Chervenak, Timothy J.	4.500
Christensen, Chris E.	6.000
Chung, Phoebe	8.000
Clark, Charles C.	2.667
Clarke, Bret L.	4.625
Clough, Brian P.	5.000
Coleman, Catherine D.	5.500
Collins, Sean R.	4.063
Combs, Michelle R.	8.000
Contos, Aristi	8.000
Cordova, Joan K.	8.500
Cotter, Alison	4.000
Crachiolo, Sarah B.	3.000
Craig, Sandra J.	9.000
Cross, Kristy L.	5.000
Cutler, Nancy J.	2.625
Cyrino, Alvaro	2.250
Daniel, Chancelor P.	3.250
Daum, Gordon A.	3.000
David, Julie M.	9.000
Davis, Bernadette S.	7.500
De Jong-Pombo, Teresa M.	8.999
De La Palme, Marie E.	3.500
Dean, Mary G.	3.000
Delgado, Adrian	4.062
Della Marna, Loren J.	3.250
Demello, Debra L.	3.000
Denton, Bob C.	4.500
Derflinger, Bruce H.	7.569
Dickens, Donna M.	9.000
Dinger, Michelle L.	3.000
Ditty, Marilyn L.	4.500
Djang, Stephanie E.	6.750
Dodero, Antonio G.	3.000
Dolas, Chris J.	6.250

Personnel Items

Douglas, Leslie A.	9.000
Dowling, Lisa M.	8.000
Doyle, Dana C.	9.000
Dubois, Jenna P.	8.125
Durand, Evonne R.	3.750
Dzida, Andrew J.	6.000
Fletcher, Huong T.	9.000
Gauthier, Sophie A.	5.000
Glassman, Julia A.	8.000
Gleason, Patrick G.	8.125
Go, Marianne R.	3.000
Gorsuch, Eric R.	9.000
Graham, Vicki S.	9.000
Gray, Jeffrey D.	4.000
Gressier, Pamela S.	8.000
Grey, Gene	6.000
Grossman, Sheila L.	9.000
Gulu, Michelle A.	9.000
Habel, Lowell W.	3.000
Haghighat, Shayma	9.000
Hamilton, Kieko	5.000
Hardinge, Tara L.	3.000
Harris, Amanda S.	3.000
Haven, Michael P.	8.000
Henderson, Nancy V.	8.000
Higgins, Kolleen M.	8.000
Hoff, Rachael L.	8.000
Holland, Michael L.	6.000
Hopkins, Dustin E.	8.000
Horton, Ana L.	5.000
Hosseini, Mansour M.	9.000
Ito, Manami	5.000
Ivey, Marilyn J.	9.000
Jana, Denis I.	9.000
Johnson, Jarvis S.	3.000
Jones, Christianne B.	2.875
Jones, Kristin D.	9.000
Jones, Steven F.	1.500
Kane, Clifford C.	8.000
Kelley, Maya E.	4.000
Kim, Allen J.	3.000
Koontz, Jennifer M.	4.500
Krucli, Thomas E.	8.000
Kuzay, Franz J.	5.000
Lara, Richard L.	9.000
Larson, Mary A.	6.000
Latson, Jack W.	9.000
Law, Jerry M.	9.000

Le, Dung A.	5.000
Ledbetter, Jaclyn K.	8.000
Lee, Nachiko	5.000
Lee, Robert H.	3.750
Leigh, Michael G.	6.000
Leonard, Norman T.	8.000
Lewis, Ralph F.	9.000
Lewshenia, Bryan D.	5.000
Lopes, Kelly M.	8.000
Lopez, Alicia L.	3.000
Razavi-Arjmand, Shahriar	9.000
Riggio, Alison C.	2.100
Sanchez, Sandra P.	9.000

The following GWC Part-time Police Academy Instructor to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2008-09 school year for the period **07/01/08** to **06/30/09**, not to exceed 498 hours:

Sellers Jr., Michael

6. Appointment of Classified Staff to Advertised Positions

In accordance with Board policies and procedures, the following Classified Staff are recommended for appointment to advertised positions; these include promotions, new hires, and rehires:

Classified Promotions, New Hires and Rehires

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>PLCMT</u>	<u>Vacancy #</u>
Marasigan, Katherine	OCC	Student Financial Aid Specialist BFAP	09/29/08	E-50-02	O-011-09
Nguyen, Trang Doan	CCC	Accounting Asst II	10/02/08	E-46-01	C-008-09
Raddavong, Ammone	DIS	Information Systems Tech I	09/29/08	E 52-05	D-004-09

Revision to Previous Board Action

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>PLCMT</u>	<u>Vacancy #</u>
Harris-McGee, Andrea	OCC	Director, Art Pavilion	11/18/08	G-24-04*	O-086-08

* This position subject to the rights, privileges and obligations of those placed on the Classified Management schedule.

7. Authorization for Reclassification, Classification Reductions, and Reorganizational Reassignments, Classified Staff

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

Worden, Mark, CCC, Reorganizational/Reassignment from Web/Multimedia Designer, Military Programs, E-59-05 to Web/Multimedia Developer, Military Programs, E-65-04, Classified Unit, full time, 12 mo position, effective 07/01/08.

8. Authorization for Temporary Out of Class and Special Assignments, Classified Staff

It is recommended that authorization be given for the following changes for Classified Staff working temporarily Out of Class:

Revisions to Previous Board Action

Management and Classified Contract

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>PLCMT</u>
Chung, Cidney	GWC	Typist Clerk, Sr	Secretary, Sr	Extend end date from 09/30/08 to 12/31/08	E-45-03
Profeta, Glen	OCC	Director of Web Services	Director of Technical Support Services	Extend end date from 10/09/08 to 01/09/09	G-28-07
Sherrill, Candace	OCC	Child Care Assistant	Child Development Specialist	Extend end date from 05/31/08 to 11/01/08	E-41-01

9. Authorization for Schedule Changes, Classified Staff

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

On Call, As Needed Schedule Changes

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Needham, Carol	CCC	Receptionist	48.75%	HOC*	09/09/08	12/31/08

* Hours over contract as necessary.

10. Appointment of Special Category, Hourly Staff

A. 160 Day Employees

It is recommended that authorization be given for the following hourly personnel appointments in the performance of noncertificated duties which directly support administrative, classified, or student services and special projects, or are fulfilling noncertificated substitute services for classified employees temporarily absent, no assignment to exceed 160 working days pursuant to provisions of AB500 and the Agreement between the Coast Community College District and the Coast Federation of Classified Employees. (Please note: Budget numbers 100+ are General Fund; all others are Categorical Funds.)

EXTEND is noted when an already approved assignment has an extended end date.

Hourly/Temporary/Clerical/Secretarial, to provide clerical support including handling correspondence, maintaining files, answering phones, preparing reports and responding to public inquiries in one or more of the following campus and/or division offices: Instruction, Student Services or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Eberhart, Laurie	OCC	10/08/08	06/30/09	110001-261601	M,T,W,TH,F
Lopez, Mayra	OCC	10/16/08	06/30/09	124030-254602	M,T,W,TH,F

					Personnel Items
Mueller, Nicholas	CCC	10/16/08	06/30/09	124002-856201	M,T,W,TH,F
	CCC	10/16/08	06/30/09	124007-856101	M,T,W,TH,F
Nguyen, Thu	OCC	10/16/08	06/30/09	110001-246200	M,T,W,TH,F
Solis, Rosa	CCC	10/16/08	06/30/09	124002-856201	M,T,W,TH,F
	CCC	10/16/08	06/30/09	124007-856101	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>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Dahl, Evan	GWC	10/19/08	06/30/09	110001-347101	M,T,W,TH,F
Mays, Amanda	GWC	10/16/08	06/30/09	124006-361518	M,T,W,TH,F

Hourly/Temporary/Professional (Non Faculty) to perform skilled technical duties such as athletic training duties, production of student newspaper, maintain online classes, provide real time captioning (in-class text) for deaf students or assist with associated student programs in one or more of the following campus departments and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Tarin, Kristina	OCC	10/16/08	06/30/09	110060-212400	M,T,W,TH,F

Hourly/Temporary/Technical/Paraprofessional, to provide specialized and/or skilled technical support in such areas as classroom interpretation, computer operations, on-line editing, proctoring or special program research in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Macdonald, Whitney	GWC	07/01/08	08/24/08	124006-361516	M,T,W,TH,F
	GWC	07/01/08	08/24/08	124005-256203	M,T,W,TH,F
	GWC	07/01/08	08/24/08	124007-856101	M,T,W,TH,F
	GWC	07/01/08	08/24/08	124006-361516	M,T,W,TH,F

Hourly/Temporary Substitutes, pursuant to Section 7.2(A) of the Agreement between the Coast Community College District and the Coast Federation of Classified Employees, to take the place of a bargaining unit employee who is ill or on leave of absence for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Knott, Brian	OCC	08/10/08	06/30/09	127005-258900	M,T,W,TH,F
Rodgers, Kyle	OCC	08/10/08	06/30/09	127005-258900	M,T,W,TH,F

B. Student Employees

It is recommended that authorization be given for the following hourly employment of either full time students enrolled in 12 or more units per semester, or part time students enrolled in less than 12 units per semester in any college work-study program, or in a work experience education program, with duties performed not to result in the displacement of any classified personnel, or impair existing services.

Coastline College

Robertson, Lillian

Golden West College

Bocker, Timothy
Castracion III, Daniel
Corbin, Hillary
Davis, Amanda
Devani, Sumair
Ho, Thao
Hoang, Anne
Jaco, Andrea
Kraiss, Kesley
Luong, Kimberley
Luu, Luan
Ly, Nancy
Nguyen, Danh
Nguyen, Elizabeth
Pan, Sovanbopha
Pham, Kevin
Rivera, Sandra
Snyder, Jordan
Vu, Andrea
Wiviott, Sara

Orange Coast College

Andres, Rachel
Buchanon, Brian
Bui, Hang
Chikazawa, Kohei
Cooney, Kelly
Cunningham, Kellie
Dinh, Xuan
Farhat, Ali
Helmuth, Brian
Hernandez, Patricia
Hewitt, Kimone
Huynh, Ba
Kim, Jerome
Le, Hoang
Le, Joshua
Lozano, Marisol
Martinez, Kristina
Mendoza, Joshua
Merwin, Shayna
Muxi, Brenda
Nakamura, Dominic
Ngo, Tran
Nguon, Charlene
Nguyen, Amy
Nguyen, Bich
Nguyen, Jeannie
Nguyen, Ngan
Nguyen, Tracy
Nguyen, Tuyet

Overbay, Doris
Peacock, Aaron
Petry, Samantha
Pham, Kim
Phan, Vince
Rangel, Eloisa
Riccardi, Reyna
Sarbeck, Kristin
Smith, Mike
Stowell, Jennifer
Tao, Aaron
Tao, Winston
Thorp, Brittani
Tran, Tony
Tuong, Vinh
Vo, Minh-Thong
Vu, Minh-Tam
Younis, Diana

C. Substitutes

It is recommended that authorization be given for the following hourly Substitutes, on call, as needed to perform noncertificated substitute services for classified employees temporarily absent from departments which have state mandated coverage requirements, or which perform services directly related to the safety and maintenance of the campuses.

Orange Coast College

Hatch, Luz
Hoang, Dai
Muniz Ochoa, Maira
Ricot, Jozeline
York, Leah

11. Authorization for Professional Experts

Professional Experts over \$10,000.00

Osgood, Paul M., OCC, to assist with Web/Online Services, for the period 09/22/08 to 03/10/09, compensation to be \$21,125.00.

Other Professional Experts

Bharadvaj, Ramaa, OCC, to perform at OCC 60th Anniversary Gala on Saturday, September 27, 2008 at the Westin South Coast Plaza Hotel in Costa Mesa, compensation to be \$100.00.

Brady, Melanie L., OCC, to serve as Workshop Presenter for Re-entry, for the period 10/10/08 to 05/06/09, compensation to be \$500.00.

Goracke, Michelle L., OCC, to serve as OCC 60th Anniversary Gala photographer on Saturday, September 27, 2008 at the Westin South Coast Plaza Hotel in Costa Mesa, compensation to be \$750.00.

Personnel Items

Owen, Dustin, OCC, to assist in building props for the production "Little Shop of Horrors," for the period 07/16/08 to 08/01/08, compensation to be \$900.00.

Peck, Julie, CCC, to serve as the High School Coordinator for the Banking for Credits College Program, for the period 10/06/08 to 06/30/09, compensation to be \$200.00.

Robinson, Gail J., GWC, to assist with donor contact and provide database and record coordination for the GWC Foundation Office, for the period 09/22/08 to 10/17/08, compensation to be \$1,150.00.

Timpson, Natalie, GWC, to assist with miscellaneous special projects in support of the Financial Aid Department, for the period 10/01/08 to 12/19/08, compensation to be \$3,128.00.

Draft Agenda Item

3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

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

\$10,000 AND OVER

Maveaux, William to provide services in support of Coastline's Military Education Programs, October 16, 2008 – June 30, 2009, for a fee NTE \$39,000, to be paid from Contract Education funds.

Watts, Renetta to provide services in support of Coastline's Military Education Programs, October 16, 2008 – June 30, 2009, for a fee NTE \$22,000, to be paid from Contract Education funds.

UNDER \$10,000

The following individuals to serve as academic advisors for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course NTE \$3,000, October 16, 2008 – June 30, 2009, to be paid by funds received in support of this project.

McClinton, James

Leach, Michael T.

Walker, William

Butcher, Patricia

Gibson, Gail

Muza, Jay

Mraz, Joseph

Falero, Roberto

Schultz, Richard

Erski, Theodore

Kuespert, Jonathan

Altamura, Robert

Mueller, Tylar to photograph up to 125 shots to be used in the Chemistry textbook, video and/or student guide @ \$25/photo plus set up charges, NTE a total of \$3,500, October 16, 2008 – June 30, 2009, to be paid by funds received in support of this project.

Naravané, Anita to review content of study guide and test bank for Lessons 10, 11, 12 & 13 @ \$200/lesson for the new Anatomy & Physiology telecourse, NTE \$800, October 16, 2008 – June 30, 2009, to be paid by funds received in support of this project. (Revision is to increase assignment and NTE fee. Prior Board Approval: 7/16/08)

Ott, Margaret to review content of study guide and test bank for Lessons 8 & 9 @ \$200/lesson for the new Anatomy & Physiology telecourse, NTE \$400, October 16, 2008 – June 30, 2009, to be paid by funds received in support of this project. (Revision is to increase assignment and NTE fee. Prior Board Approval: 7/16/08)

Sowell, Mitzie to review content of study guide and test bank for Lesson 2 @ \$200/lesson for the new Anatomy & Physiology telecourse, NTE \$200, October 16, 2008 – June 30, 2009, to be paid by funds received in support of this project. (Revision is to increase assignment and NTE fee. Prior Board Approval:

7/16/08)

Tabor, Dennis to review one treatment and one script for Lessons 1, 2 & 3 @ \$75 each; to review content of study guide and test bank for Lessons 1, 3 & 4 @ \$200/lesson for the new Anatomy & Physiology telecourse, NTE \$1,050, October 16, 2008 – June 30, 2009, to be paid by funds received in support of this project. (Revision is to increase assignment and NTE fee. Prior Board Approval: 7/16/08)

Tang, Yong to review content of study guide and test bank for Lessons 2, 8, 9 & 10 @ \$200/lesson for the new Anatomy & Physiology telecourse, NTE \$800, October 16, 2008 – June 30, 2009, to be paid by funds received in support of this project. (Revision is to increase assignment and NTE fee. Prior Board Approval: 7/16/08)

Bennani, Farah to review three scripts @ \$75/script; to review content of text and lab manual for 8 chapters @ \$200/chapter; review content of study guide and test bank for Lessons 8, 9, 10, 11, 12 & 13 @ \$200/lesson for the new Anatomy & Physiology telecourse, NTE \$3,025, October 16, 2008 – June 30, 2009, to be paid by funds received in support of this project. (Revision is to increase assignment and NTE fee. Prior Board Approval: 7/16/08)

Gardner, Nancy to provide content for the textbook and lab manual for Chapter 11 @ \$1,600/lesson and \$400 for additional work to be done for the textbook and lab manual for the new Chemistry telecourse, NTE \$2,000, October 16, 2008 – June 30, 2009, to be paid by funds received in support of this project. (Revision is to increase assignment and NTE fee. Prior Board Approval: 6/18/08)

Howell, Byron to provide content for the textbook and lab manual for 3 chapters/lessons @ \$1,600/lesson; to write/provide review exercises and test questions for 3 lessons of the student guide and test bank @ \$550/lesson for the new Chemistry telecourse, NTE \$6,450, October 16, 2008 – June 30, 2009, to be paid by funds received in support of this project. (Revision is to increase assignment and NTE fee. Prior Board Approval: 7/16/08)

Koenig, William to provide narration for the Open Learning Language Initiative (OLLI), October 16, 2008 – June 30, 2009, for a fee NTE \$1800 to be paid from grant funds received from the William and Flora Hewlett Foundation.

Additional Administrative Content

Draft Agenda Item

3.05.02 Authorization for Independent Contractors - Orange Coast College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

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

UNDER \$10,000

Gerke Consulting & Development LLC to serve as consultant for the Financial Aid Department to develop and implement team building strategies for two sessions, October 31, 2008, and April 21, 2009, to be paid an amount NTE \$7,000 from Financial Aid categorical funds.

Golden Mean Productions, Inc. (Eric Saks) to serve as guest speaker for DMA&D 263, Motion Graphics, on November 12, 2008, to be paid \$250 from ASOCC funds.

Mankovecky, Alena to serve as a faculty dance mentor for the Partnership Outreach Program through Newport Mesa Unified School District to be paid \$500 for fall, 2008, from Partnership Outreach funds.

Terando, Corlyn to provide instrument services for the OCC Music Department to be completed by November 15, 2008, to be paid \$300 from ancillary funds.

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by Lynnanne Minton. Last update on 10/09/2008 by Jodi Rodriguez.

Agenda Item

3.05.03 Authorization for Staff Development - Orange Coast College

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

Project/Activity: Payment to Faculty Presenting Workshops and Completing Special Projects Supporting Accreditation Efforts

Date: 2008-2009 Fiscal Year

Department: Staff Development

Purpose: Accreditation requirements

Cost/Purpose/Funding Source: NTE \$2,000 from Staff Development funds

Marcina, Vesna, Professor of Political Science, to participate in the Fulbright-Hays Group project in South Africa and Lesotho from June 21-July 30, 2008, and to include a pre-travel workshop in Toledo, OH from May 9-11, 2008, and post-travel workshop in Toledo, OH from September 12-14, 2008. Expenses to include airfare, lodging, study materials, and miscellaneous expenses NTE \$850 to be paid from Staff Development funds, \$1,000 to be paid from PDI Alternative Methods if funding is approved, \$650 to be paid from Social and Behavioral Sciences Contract Education ancillary funding, totaling \$2,500. Revision to Previous Board Action to include workshops held in Toledo, OH. Previous Board approvals 3/5/08, 4/2/08, and 5/7/08.

EDUCATIONAL IMPROVEMENT

Scholtz, Suzanne, OCC Part-Time Instructor to take a class in Marketing at CalState Fullerton during fall, 2008, to be reimbursed for tuition and books NTE \$800 to be paid from Professional Development funds.

Additional Administrative Content

Action Agenda Details

Motion:

Draft Agenda Item

3.06.01 Approval of Purchase Orders

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content



PurchaseOrderDIST.pdf

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by CCDCPurch. Last update on 10/09/2008 by Jodi Rodriguez.

Purchase Orders

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0313929	T & Y Construction GWC LRC Category F-General Construction Bid #1954 (GOB) Board Date: 09/17/08	GWC-GB	6254	6,947,000.00
P0313928	Plumbing Piping & Construction Inc GWC LRC Category H - HVAC/Plumbing Bid #1954 (GOB) Board Date: 09/17/08	GWC-GB	6254	3,688,000.00
P0313873	Division of State Architect OCC Interdisciplinary Classroom Building DSA Plan Check Fees (GOB)	OCC-GB	6204	201,925.00
P0313778	ROI Networks Inc Maint & support for CCCD voice mail system Board Date: 08/20/08	DIS	5638	80,257.98
P0313779	ROI Networks Inc Software upgrade for CCCD voice mail system Board Date: 08/20/08	DIS	5638	66,347.33
P0313866	Moore Energy IC to coordinate Industry Driven Regional Collaborative	OCC	5899	62,461.00
P0313821	Power Plus Utility Services 70 KVA Generator for disaster preparedness (GOB)	OCC-GB	6401	37,146.81
P0313872	Global Geo-Engineering Inc GWC LRC Geotechnical Services (GOB)	GWC-GB	6127	36,420.00
P0313782	ROI Networks Inc 1 yr software maint agreement for CCCD voicemail system Board Date: 08/20/08	DIS	5638	34,382.00
P0313780	ROI Networks Inc 3 yr software maint agreement for CCCD voicemail system Board Date: 08/20/08	DIS	5638	34,200.00
P0313888	Dowden Associates Inc Title II Strengthening Institutions Grant implementation phase & services 2008-2009	OCC	5899	30,000.00
P0313822	Power Plus Utility Services 45 KVA Generator for disaster preparedness (GOB)	OCC-GB	6401	29,658.19
P0313771	Snap-On Tools Tool sets for Auto Tech Dept	GWC	6411	29,559.23
P0313818	Marina Landscape Inc Additional irrigation and landscape at District	DIS	6124	26,224.00
P0313927	AM Associates Construction management services on various District projects (GOB)	DIS-GB	6269	25,000.00

Purchase Orders

P0313769	Snap-On Tools OT7535, domestic/Asian scan	GWC	6401	24,874.09
P0313784	SunGard Higher Education Inc SunGard remote database administration	DIS	5899	24,600.00
P0313880	SVM, LP \$25 ARCO Pump Pass - 2% Promotional Discount	CCC	5899	24,575.00
P0313916	Oxygen Service Co Instructional supplies for Technology Dept	OCC	4312	23,166.00
P0313768	Brake Solutions Inc PFM 9.0 5/adaptors with 3 boxes of cutting tips	GWC	6401	21,580.09
P0313770	Sunnen #VGS-20P, Valve Guide and Seat Machine	GWC	6401	21,017.07
P0313824	B & P Services Inc Modify existing HVAC system for Plastination lab (GOB)	OCC-GB	6250	18,240.00
P0313801	Iron Speed Inc Software license for Enterprise Edition for DIS	DIS	5699	18,125.00
P0313785	SunGard Higher Education Inc Operation data store consulting for CCCD	DIS	5899	16,400.00
P0313776	Time Warner Cable Service provider agreement for CCCD/CCC	CCC	5519	15,240.00
P0313840	Study in the USA Inc Study in the USA 2009 Magazines & Website	GWC	5850	12,250.00
P0313867	VeriSign Inc Extended Validation Certificates	DIS	5638	11,346.08
P0313889	Knorr Systems Inc Open PO for air gas & supplies for pool.	GWC	4312	11,000.00
P0313874	Dell Higher Education Laptop and Desktop computer for Distance Learning	CCC	4315	10,995.50
P0313823	Workplace Resource Office furniture for Student Services Office	OCC	4312	10,925.25
P0313812	College Board/Cues Software Svcs Financial aid software maintenance	CCC	5699	10,642.00
P0313876	Western Graphics Plus Senior Day T-shirts	OCC	4312	10,000.00
P0313810	Dual Graphics	DIS	5850	9,993.07
P0313792	Dual Graphics	DIS	5850	9,969.99
P0313843	Hobsons Int'l Publications	CCC	5899	9,615.00
P0313767	Pacific Blue Micro	DIS	5899	9,435.00
P0313900	So Cal Commercial Printing	GWC	4321	9,000.00
P0313772	Sunnen	GWC	6411	8,393.73
P0313832	ProQuest LLC	OCC	5899	6,447.91

Purchase Orders

P0313820	Western Glass Tinting	OCC-GB	5899	6,175.00
P0313863	Western Graphics Plus	OCC	5899	5,691.00
P0313837	Medical Resources	GWC	4312	5,642.49
P0313839	Pacific Parking Systems Inc	GWC	5899	5,130.00
P0313819	Rick Engineering Co	DIS	6126	5,000.00
P0313803	Benner Metals Corp	OCC	4312	4,940.00
P0313788	Computerland of Silicon Valley	CCC	5699	4,912.63
P0313851	A to Z Wholesale Floral Supply Inc	GWC	4312	4,000.00
P0313902	Hobsons Int'l Publications	CCC	5899	4,000.00
P0313842	GWC Bookstore	GWC	4312	3,952.00
P0313921	Apple Computer Inc	DIS	6412	3,714.92
P0313886	Interact Communications	DIS	5850	3,515.14
P0313877	Dell Higher Education	OCC	6412	3,480.57
P0313787	Thawte Consulting (Pty) Ltd	OCC	5699	3,030.75
P0313894	Midac Corp	GWC	5657	3,000.00
P0313777	Concept Media	GWC	4312	2,940.91
P0313797	Office Depot	CCC	4312	2,869.09
P0313861	CDWG	CCC	6412	2,661.43
P0313895	Great Western Sanitary Supply	GWC	4312	2,531.54
P0313781	ROI Networks Inc	DIS	5638	2,500.00
P0313783	ROI Networks Inc	DIS	5638	2,500.00
P0313817	P2S Engineering	OCC-GB	6202	2,500.00
P0313882	24 Hour Fitness	DIS	5899	2,500.00
P0313846	Baker & Taylor	GWC	6301	2,443.93
P0313808	Liberman Broadcasting Inc	OCC	5899	2,400.00
P0313859	Office Depot	GWC	4315	2,199.92
P0313883	Theodore Robins Ford	DIS	5657	2,157.56
P0313791	Facilities Protection Systems	DIS	5638	2,144.23
P0313826	Pacific Blue Micro	OCC	5899	2,000.00
P0313838	GWC Bookstore	GWC	4312	2,000.00
P0313922	Office Depot	CCC	4312	2,000.00
P0313850	Sherwin-Williams Co	GWC	4312	1,894.90
P0313915	TechSmith Corp	CCC	5699	1,844.00
P0313885	Provantage Corp	DIS	4312	1,829.35
P0313775	Xap Corp	CCC	5699	1,785.85
P0313825	Tint Pros	OCC-GB	6250	1,662.00
P0313871	Sehi Computer Products Inc	GWC	6412	1,632.45
P0313802	Aames Lock & Safe Co	OCC	4312	1,600.00
P313834	New Readers Press	OCC	4312	1,512.50
P0313795	Office Depot	CCC	4312	1,500.00
P0313804	Mesa Golf Carts	OCC	5657	1,500.00
P0313805	Mesa Golf Carts	OCC	4312	1,500.00
P0313881	Graybar Electric	GWC-GB	4315	1,498.36
P0313926	Division of State Architect	CCC-GB	6204	1,261.37

Purchase Orders

P0313831	Assn of Collegiate Business Schools & Programs	OCC	5320	1,250.00
P0313878	Storefront Door Repair	GWC-GB	5899	1,200.00
P0313917	Ocean In Motion	OCC	4312	1,200.00
P0313918	Office Depot	OCC	6411	1,186.95
P0313868	CDWG	CCC	4315	1,039.79
P0313841	Village Nurseries	CCC	4312	1,000.00
P0313844	Tape Company	CCC	4312	1,000.00
P0313862	Office Depot	DIS	4312	1,000.00
P0313879	Powertron Battery Co	CCC	4312	1,000.00
P0313896	New York Barbells	GWC	4312	923.71
P0313869	Dell Higher Education	GWC	4315	868.92
P0313852	Troxell Communication Inc	GWC	4315	857.69
P0313807	Fisher Scientific	OCC	4312	854.34
P0313855	JK Electronics	GWC	4315	824.07
P0313814	Office Depot	OCC	4312	800.00
P0313920	Office Depot	CCC	4312	800.00
P0313809	Balloons Sound Great	OCC	5899	776.46
P0313796	Office Depot	CCC	4312	773.20
P0313845	Baker & Taylor	GWC	6301	764.82
P0313853	Harland Technology Services	CCC	5638	670.00
P0313865	Western Graphics Plus	OCC	7601	659.95
P0313893	Kater-Crafts Bookbinders	GWC	5899	648.65
P0313827	New Horizons CLC of So Cal	OCC	5897	625.00
P0313773	Cartridge World	GWC	4315	600.00
P0313836	Train Party Express	OCC	5899	600.00
P0313925	Wards Natural Science	OCC	4312	569.37
P0313899	Rhino Electric Supply	GWC	4312	530.00
P0313897	Linkyo Corp	GWC	4312	513.94
P0313813	Office Depot	CCC	4312	500.00
P0313847	Art Supply Warehouse	GWC	4312	500.00
P0313901	Harbor Freight Tools	GWC	4312	500.00
P0313790	Jupiterimages Corp	DIS	5306	499.95
P0313924	Wards Natural Science	OCC	4312	499.28
P0313829	Kid Krazy Inc	OCC	5899	486.35
P0313857	Amazon.com	CCC	4312	478.93
P0313884	Fluke Corp	DIS	4312	427.66
P0313811	Performance Envelope	OCC	4312	415.00
P0313848	HB Digital Arts	GWC	4312	400.00
P0313849	Home Depot	GWC	4312	400.00
P0313909	Alamitos Auto Parts Inc - Napa	GWC	4312	400.00
P0313890	Art Supply Warehouse	GWC	4312	396.00
P0313835	OCLC Inc	OCC	5110	385.44
P0313919	Dell Higher Education	OCC	4315	383.76
P0313799	Office Depot	CCC	4312	361.89

Purchase Orders

P0313774	NCMPR	CCC	5320	350.00
P0313887	NCMPR	DIS	5306	350.00
P0313913	Baker & Taylor	GWC	6301	342.87
P0313794	Computerland of Silicon Valley	CCC	5699	340.49
P0313854	HB Chamber of Commerce	CCC	5320	309.00
P0313800	Office Depot	GWC	4312	300.00
P0313830	CCC Chief Student Services Admin Assn	OCC	5320	300.00
P0313910	Alamitos Auto Parts Inc - Napa	GWC	4312	299.55
P0313891	James Publishing Inc	GWC	4312	284.30
P0313904	Praxair Distribution Inc	CCC	5657	278.00
P0313798	Office Depot	CCC	4312	262.04
P0313912	Baker & Taylor	GWC	6301	258.96
P0313856	Discount School Supply	CCC	4312	250.00
P0313870	Office Depot	CCC	4312	250.00
P0313923	Office Depot	GWC	4312	250.00
P0313858	LRP Publications	CCC	5306	225.00
P0313903	NAFSA Publications Center	CCC	5306	225.00
P0313911	Amazon.com	CCC	4312	216.45
P0313793	CMHS Band Boosters	DIS	5850	200.00
P0313789	Dell Higher Education	OCC	4312	184.19
P0313892	LAMA Books	GWC	4312	172.13
P0313828	Mideo Systems Inc	OCC	5657	151.94
P0313786	Faronics Technologies USA Inc	DIS	5638	145.07
P0313908	Human Relations Media	CCC	4312	111.93
P0313833	Sign Concepts	OCC	4312	91.20
P0313898	Cameron Welding Supply	GWC	4312	90.00
P0313815	Party Bounce	OCC	5696	70.00
P0313907	Western Psychological Services	CCC	4312	59.76
P0313860	Office Depot	CCC	4312	59.49
P0313906	West Music	CCC	4312	31.21
P0313806	Library Store Inc	OCC	4312	22.11
P0313875	OC Dept of Education	OCC	6301	11.58
P0313816	Office Depot	DIS	4312	11.25
	Total			<u>\$11,839,040.85</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

Purchase Orders

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

Draft Agenda Item

3.06.02 Ratification/Approval of Checks

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content



CheckApproval.pdf

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by CCCDBudget. Last update on 10/09/2008 by Jodi Rodriguez.

NUMBER	NAME OF VENDOR	AMOUNT
0119802	PacifiCare of California Medical Premiums for employees	454,920.28
0119868	Coast Community College Dist. District wide employee medical claims	408,648.62
0119846	SunGard Higher Education Inc Multi-Year Maintenance Contract	359,868.00
0119705	Follett Higher Education Group Inc #1094 Books and Supplies for EOPS Students	232,860.60
0119799	Kaiser Permanente Medical Premiums	225,419.71
0119801	Medco Health Solutions Inc Medical Prescription Claims	204,315.67
0119656	Coast Community College Dist. District wide employee medical claims	189,536.24
0119869	Academic Marketing Services District marketing for direct mailing	93,941.11
0119979	Presidium Learning Inc Managed contact center solutions	93,779.81
0119843	Southern Calif Edison Co Electricity district wide	56,134.27
0119558	CCCD Student Refunds Student refunds	48,392.09
0119810	Avalon Center at Garden Grove Lease payments for One-Stop center, Westminster	42,587.00
0119630	The Irvine Co/CBC III-V Lease payments for One-Stop center, Irvine	41,506.84
0119795	Cabral Roofing & Waterproofing Corp Social Science Roof Partial Repair/Replacement	40,027.50
0119926	SunGard Higher Education Inc Maintenance modification for enterprise software.	34,992.00
0119557	Cambridge West Partnership LLC Independent contract for Joyce Black	26,147.70
0119954	CCCD Student Refunds	23,974.50
0119959	Goodwill Industries of OC	18,517.50
0119601	Professional Sports Publications Inc	16,000.00
0119589	Mesa Consolidated Water Dist	15,590.25
0119886	Ewing Consulting Services	15,000.00
0119899	Keenan & Associates	14,559.00
0119809	Atkinson, Andelson, Loya, Ruud & Romo	13,949.29
0119925	Sun Environmental Engineering Services, Inc	12,100.00
0119747	Samy's Camera	9,966.88
0119710	Henry Schein Inc	8,959.23
0119870	Air Rental Inc	8,767.00
0119953	Cash Register Sales	8,753.69

Check Approvals

0119850	Total Compensation Systems Inc	8,000.00
0119735	Optima Network Services Inc	7,492.50
0119831	OC Auditor-Controller	7,056.00
0119770	Xap Corp	6,899.04
0119623	Southern Calif Edison Co	6,662.48
0119626	Starpointe Ventures	6,000.00
0119832	Ocean View School District	5,768.85
0119928	Trane U.S. Inc	5,759.19
0119551	Adorno, Yoss, Alvarado & Smith	5,673.32
0119883	CR & R	5,575.99
0119985	Southern Counties Oil	5,381.23
0119816	Business Properties	5,048.61
0119905	Making Connections	5,000.00
0119872	AT&T	4,781.23
0119949	Andtech Corporation	4,725.00
0119695	Coast Community College Dist.	4,716.00
0119986	Jon Stephenson	4,625.00
0119555	Bio Corp	4,453.60
0119760	Texon II	4,365.00
0119796	Digital Networks Group Inc	4,360.16
0119682	Calif Dept of Education	3,698.08
0119984	Southern Calif Edison Co	3,561.66
0119668	ALD Security Innovations	3,275.70
0119562	CPP Inc	3,210.00
0119678	AT&T	3,190.91
0119927	TechRoom Inc	3,000.00
0119567	Finishmaster Inc	2,985.87
0119619	Slater Ave II Limited Partnership	2,925.78
0119976	Pitney Bowes	2,751.00
0119768	Waxie Sanitary Supply	2,747.50
0119631	Titlewave Video Subtitling Service	2,745.00
0119892	Graphic Edge	2,693.75
0119982	Slater Ave II Limited Partnership	2,659.80
0119713	Horizon	2,614.34
0119970	Microsoft Corp - Professional Support Sales	2,578.00
0119769	Western Farm Service	2,544.12
0119881	Comm Coll Leadership Development Initiatives	2,500.00
0119729	OC Auditor-Controller	2,480.00
0119891	GlaxoSmithKline	2,400.00
0119797	Honeywell Int'l Inc	2,377.22
0119679	B & P Services Inc	2,300.00
0119734	Office Depot	2,174.17
0119849	Time Warner Cable	2,081.01
0119906	Gil Marquez	2,000.00
0119867	CCCD Workers Comp Trust Fund	1,986.10
0119903	LINKS Sign Language & Interpreting Services	1,984.00
0119700	Dept of Justice	1,963.00
0119800	Kaiser Permanente	1,961.60
0119811	Birch Windell LLC	1,949.16
0119763	Time Warner Cable	1,905.00

Check Approvals

0119975	OC Wholesale Flowers	1,752.01
0119750	Signs Etc	1,705.82
0119853	Susan Wilcox	1,700.00
0119962	Home Depot	1,613.98
0119664	ACS Affiliated Computer Services	1,599.45
0119578	Steven Hogue	1,565.25
0119994	Vietnamese Community of OC	1,539.00
0119958	Fullerton College	1,500.00
0119909	Moreno, Angie	1,488.79
0119968	LiNKS Sign Language & Interpreting Services	1,488.00
0119721	Los Angeles Times	1,481.00
0119634	Union Bank of California	1,453.06
0119990	Textile Fabric Consultants Inc	1,423.40
0119978	Prado Olympic Shooting Park	1,400.00
0119922	Smith Pipe & Supply Inc	1,382.32
0119836	Rhino Electric Supply	1,349.48
0119884	Daniels Tire Service	1,328.04
0119759	Technicolor Electronics Distribution Svcs In	1,275.00
0119827	Howard Nassiri LLP	1,251.00
0119716	JFTB/MWR	1,119.55
0119830	Network HCO LLC	1,114.50
0119744	Rhino Electric Supply	1,110.17
0119740	Professional Fire Protection	1,109.39
0119764	Turf Star Inc	1,048.31
0119592	NCS Pearson Inc	1,028.50
0119575	Hearlihy	1,008.36
0119586	Laundry Loops Inc	1,001.45
0119708	Greg Furlong Productions	1,000.00
0119912	Robert Polentz	991.50
0119712	Home Depot	981.32
0119818	Caston Office Solutions	964.84
0119581	Iron Mountain Off-Site Data Protection	960.51
0119798	Taylor & Associates	926.25
0119727	Montgomery Hardware Co	896.84
0119746	Riddell/All American Sports	857.27
0119771	Xerox Corp	856.93
0119755	Stater Brothers	820.97
0119663	Acoustical Material Services	820.16
0119709	Hasler Financial Services LLC	807.42
0119947	Main Electric Supply Co	804.40
0119960	Grainger	795.97
0119597	Pivot Point International Inc	793.48
0119757	Strata Information Group	787.50
0119726	Minuteman Plumbing	764.09
0119561	Competitive Aquatic Supply	759.59
0119839	Sehi Computer Products Inc	752.12
0119706	Foundation/Calif Comm Colleges	750.00
0119937	Western Exterminator Co	750.00
0119877	AT&T	741.36
0119924	Spicers Paper Inc	716.19

Check Approvals

0119897	JK Electronics	714.05
0119854	Xpedx Paper & Graphics	706.53
0119579	Home Depot	695.28
0119594	OCC Snack Bars	691.40
0119719	Key Equipment Finance	689.56
0119749	Shinoda Design Center Inc	688.45
0119753	Melissa Soule	685.84
0119633	truWest Inc	669.13
0119658	Aardvark Clay Supply	659.43
0119625	Spicers Paper Inc	658.02
0119636	Virtual Freelance Network	650.00
0119904	Long Beach Area Council, Boy Scouts of Amer	614.25
0119756	Storefront Door Repair	605.71
0119707	Grainger	601.76
0119934	Waxie Sanitary Supply	600.67
0119614	Shell Oil	599.42
0119550	Accurate Termite Control	599.00
0119815	Burmax Co Inc	593.78
0119733	OCC Food Services	589.96
0119900	Kim, Joosub O.	589.65
0119602	Provantage Corp	584.83
0119972	Mutual Liquid Gas & Equipment	578.90
0119931	Verizon California	575.35
0119876	AT&T	566.63
0119694	Clarklift of California	563.14
0119873	AT&T	562.72
0119939	Xerox Corp	557.20
0119573	Raine Hambly	543.80
0119848	Thorn-Smith Labs	537.75
0119612	Riverside County Culinary Academy	528.44
0119803	Adams, Tricia	527.60
0119936	Western Exterminator Co	512.00
0119821	Corporate Express	507.49
0119932	Verizon Wireless	496.54
0119576	Henry Schein Inc	491.82
0119956	Dell Higher Education	486.06
0119739	Preferred Property Maintenance	485.00
0119696	Community College League of Calif	475.00
0119697	Community College League of Calif	475.00
0119930	Verizon California	466.36
0119728	Nextel Communications	466.10
0119553	Andtech Corporation	458.88
0119687	CCCCIO	455.00
0119814	Boys and Girls Club of Huntington Valley	455.00
0119582	James Benedik Piano Service	450.00
0119819	Chuong, Scott	446.52
0119967	Kelly Paper	444.42
0119817	CA Wraps & Grill	441.11
0119833	Prince Enterprises Inc	439.25
0119901	Larry's Building Materials	437.79

Check Approvals

0119574	HB Union High School District	428.40
0119569	Fry's Electronics	422.33
0119748	Sehi Computer Products Inc	417.08
0119600	Premier Office Services Co	416.44
0119584	Kelly Paper	402.68
0119736	Oxygen Service Co	402.14
0119616	Shohet Ear Associates	400.00
0119840	Shooters World/Evan's Gunsmith	400.00
0119966	Irvine Pipe & Supply	397.45
0119657	Pacifica Orthopedics	396.00
0119615	Sheraton Carlsbad Resort & Spa	394.37
0119851	Veith, Candace	392.75
0119635	US Foodservice	392.68
0119921	Sign-Mart	388.17
0119806	AMC Inc	386.25
0119715	Irvine Pipe & Supply	378.85
0119813	Boys and Girls Club of Huntington Valley	378.00
0119743	Region VIII EOPS Directors	375.00
0119991	TNL Pharmacy	360.00
0119871	AT&T	351.97
0119845	Sullivan, James	344.26
0119583	Akemi Kagawa	336.86
0119973	Myers Tire Supply	335.94
0119882	Corporate Express	335.56
0119659	Academic Senate	335.00
0119660	Academic Senate	335.00
0119661	Academic Senate	335.00
0119559	Charnstrom	331.77
0119683	Calscience Environmental Laboratories	325.00
0119888	Fry's Electronics	323.87
0119620	Smardan Supply Co- Orange Coast	322.76
0119684	CCCAOE	320.00
0119685	CCCAOE	320.00
0119622	South Coast Fire Protection Co	319.69
0119823	Eggers, Rhonda	319.28
0119665	ACTT: Assn of Classroom Teacher Testers	316.39
0119894	Home Depot	316.36
0119598	PL Hawn Company Inc	313.32
0119805	Alco Target Co	313.08
0119641	World Point	307.06
0119686	CCCCIO	305.00
0119920	Security Signal Devices	297.60
0119812	Blair, Venus	290.66
0119595	Office Depot	287.46
0119919	Safety 1st Pest Control Inc	283.50
0119568	Marilyn Fry	281.00
0119898	Johnstone Supply	280.54
0119852	Waxie Sanitary Supply	277.67
0119554	Benner Metals Corp	269.38
0119988	Sun-X Auto Glass	261.62

Check Approvals

0119907	Marquez, Jamie	250.00
0119948	America's Tire	250.00
0119971	MT Walker Co	250.00
0119829	Neopost Inc	240.90
0119698	Community Lock & Safe Service	237.05
0119880	Carmen's Uniforms Inc	234.64
0119754	Southern Calif Edison Co	231.41
0119688	CCCD Foundation	225.00
0119689	CCCD Foundation	225.00
0119690	CCCD Foundation	225.00
0119935	Western Exterminator Co	225.00
0119980	Shinoda Design Center Inc	219.38
0119591	Mouser Electronics	210.03
0119737	Pep Boys	208.50
0119957	Fry's Electronics	207.91
0119722	Magnatag Visible Systems	201.88
0119879	Calif Pro Sports	201.46
0119847	Tangram	201.30
0119563	Michael D'Alessandro	200.00
0119585	Alan Knipe	200.00
0119996	Williams, Richard	200.00
0119732	OC Wholesale Flowers	198.80
0119974	N & A Enterprises	195.00
0119666	Airgas West Inc	194.54
0119572	GWC Petty Cash	193.32
0119837	Samson, Lorraine	193.14
0119571	Great Western Sanitary Supply	190.54
0119638	Laura Walls	190.00
0119624	Spectrum Chemicals & Laboratory Products	189.24
0119720	Lexington Technology	188.07
0119691	CDWG	184.52
0119676	AT&T	181.52
0119842	Signs Etc	177.79
0119885	Dunn Edwards	174.87
0119807	AT&T	174.01
0119874	AT&T	174.01
0119621	Kevin Smith	173.50
0119617	Siemens Water Technologies Corp	171.80
0119699	Corporate Express	169.34
0119672	AT&T	163.50
0119765	Verizon California	162.00
0119890	Ganahl Lumber Co	161.63
0119703	Fastenal	156.11
0119701	Dunn Edwards	153.99
0119841	Sigma-Aldrich Inc	153.26
0119987	Stokey, Shannon	151.19
0119628	Storage Place	150.00
0119844	Stewart, Larry	150.00
0119977	Portacraft Inc	150.00
0119902	Mai Le	149.00

Check Approvals

0119992	Toyo Ink	148.40
0119662	Accent Florist	145.46
0119627	Stater Brothers	138.73
0119637	VWR International Inc	138.28
0119824	Ewing Irrigation Products	138.11
0119767	Wards Natural Science	130.82
0119981	Signs Etc	129.89
0119702	Electronic Midi Services	128.66
0119938	Western Exterminator Co	125.00
0119560	CIT Technology Fin Serv Inc	122.84
0119556	BJ Bindery Inc	121.76
0119566	Federal Express Corp	121.05
0119828	Iron Mountain Off-Site Data Protection	113.46
0119918	Saddleback Golf Cars	111.38
0119762	Theodore Robins Ford	100.00
0119929	Unisource Worldwide Inc	92.66
0119838	Security Signal Devices	89.85
0119587	Marianna Inc	89.40
0119911	OC Business Journal	89.00
0119766	VWR International Inc	87.06
0119889	Galls/Long Beach Uniform Co	86.18
0119952	Carroll Promotions Inc	86.10
0119680	Baker & Taylor	85.69
0119896	JD Lock & Key	85.00
0119613	Esmeralda Ruiz	84.80
0119950	Bill's Camera	84.58
0119564	Roger Daniels	82.57
0119893	Kimberly Guinn	80.00
0119951	Bio-Serv	79.83
0119895	Hub Auto Supply	78.28
0119878	Battery Systems	76.23
0119725	Lois Miller	75.12
0119552	Amazon.com	72.52
0119745	Beverly Rico	69.26
0119825	Hardy Diagnostics	68.42
0119565	Demco Inc	68.24
0119995	Wards Natural Science	64.48
0119820	Clayton, Barbara	64.00
0119596	Oxygen Service Co	62.40
0119752	Thomas Snyder	60.31
0119730	OC Business Council	60.00
0119989	Taverna, Julie	60.00
0119738	Hai Pham	59.67
0119758	SupplyNet Inc	57.74
0119669	Amico Scientific Corp	56.92
0119606	Prudential Overall Supply Co	56.05
0119607	Prudential Overall Supply Co	56.05
0119610	Prudential Overall Supply Co	56.05
0119611	Prudential Overall Supply Co	56.05
0119741	Prudential Overall Supply Co	56.05

Check Approvals

0119673	AT&T	54.56
0119692	Cintas First Aid & Safety	54.42
0119670	AT&T	53.40
0119714	HSBC Business Solutions	52.25
0119731	OC School Boards Assn	51.00
0119751	Smog & Gas of Costa Mesa	50.00
0119923	Smog & Gas of Costa Mesa	50.00
0119604	Prudential Overall Supply Co	47.48
0119913	Prudential Overall Supply Co	47.48
0119964	Hub Auto Supply	47.18
0119608	Prudential Overall Supply Co	46.60
0119826	Home Depot	46.02
0119577	Hispanic Outlook in Higher Ed	44.95
0119639	Western Exterminator Co	44.50
0119588	Marlin P Jones Inc	44.38
0119640	Sigrid Wolf	44.25
0119677	AT&T	43.93
0119704	Federal Express Corp	40.62
0119671	AT&T	40.61
0119963	Horizon	37.38
0119965	ICS Service Company, Inc.	37.00
0119724	McMaster-Carr	36.85
0119908	McCormick, William	33.20
0119675	AT&T	32.81
0119667	Brandon Alcocer	32.00
0119718	Kelly Paper	31.24
0119822	Crown Ace Hardware	30.67
0119804	Albert, Janet	29.63
0119693	Clark Security Products	28.44
0119969	Meyer Distributing Co	27.43
0119723	Main Electric Supply Co	27.23
0119961	Hitt Marking Devices Inc	25.59
0119955	City of Huntington Beach	22.70
0119993	Verdin, Maria	20.00
0119618	Sims-Orange Welding Supply Inc	19.38
0119603	Prudential Overall Supply Co	17.81
0119632	Martha Tran-Nguyen	17.78
0119717	Thomas Juno	17.67
0119681	Araba Blankson	16.00
0119835	Prudential Overall Supply Co	15.68
0119915	Prudential Overall Supply Co	15.68
0119875	AT&T	15.51
0119674	AT&T	15.50
0119742	Prudential Overall Supply Co	15.49
0119916	Prudential Overall Supply Co	15.49
0119605	Prudential Overall Supply Co	15.18
0119914	Prudential Overall Supply Co	15.18
0119983	Smardan Supply Co- Orange Coast	15.05
0119593	OCC Associated Students	15.00
0119910	Linda Newman	15.00

Check Approvals

0119834	Prudential Overall Supply Co	14.80
0119917	Rhino Electric Supply	14.69
0119609	Prudential Overall Supply Co	14.30
0119887	Federal Express Corp	13.32
0119808	AT&T	11.75
0119761	The Gas Company	10.52
0119711	Minnie Higgins	10.00
0119570	Grainger	7.29
0119580	Hub Auto Supply	5.39
0119933	VWR International Inc	4.70
0119629	TALX Corp	3.20
0119590	Moore Medical, LLC	2.39
	Total	<u>\$3,025,909.17</u>

Draft Agenda Item

3.06.03 Check List for General Obligation Bond Fund

Meeting: 10/15/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content



CheckApprovalBond.pdf

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by CCCBudge. Last update on 10/09/2008 by Jodi Rodriguez.

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0119940	DJM Construction Co Inc Bid #1925 GWC Health Science Building	1,135,592.25	420340
0119945	Southland Industries GWC Utilities Upgrade	1,102,244.00	420316
0119655	Sewup JPA Insurance GWC Learning Resource Center	625,842.00	420356
0119943	SMC Construction Co Bid #1922 OCC Science Facilities Upgrade Lewis	360,268.98	420206
0119942	SIGMANet Inc GWC Health Science Building	188,285.72	420340
0119785	LPA Inc Architectural Services for OCC Interdisciplinary	180,833.99	420290
0119856	Amtek Construction Bid #1926 OCC East/West Utility Upgrade Phase II	99,286.00	420241
0119643	GCI Construction Inc Underground utilities for District Admin Building	98,277.00	420101
0119865	Refrigerated Air Mechanical Systems Inc Student Center Chiller Replacement	89,190.54	420249
0119652	Prizio Construction Inc District Administration Building Bid No. 1920	83,645.00	420101
0119654	Reed Thomas Co Inc Earthwork and grading District Admin Building	82,272.00	420101
0119788	Pacific Blue Micro Wireless LAN for Lewis Center CMAS Contract	71,999.16	420206
0119794	URS Corp Americas GWC Learning Resource Center	70,061.25	420356
0119645	Haitbrink Asphalt Paving Inc Asphalt for District Admin Building	66,596.00	420101
0119946	Southland Industries GWC Utilities Upgrade	58,013.00	420316
0120000	CT Georgiou Painting Co Painting District Admin Building	48,092.00	420101
0120001	CW Driver Construction Management Services for District	46,668.44	420101
0119864	R & S Floor Covering District Administration Building Bid No. 1920	41,823.00	420101
0119944	SMC Construction Co Bid #1922 OCC Science Facilities Upgrade Lewis	40,030.00	420206
0119774	Briggs Electric Inc Chemistry Bldg Dinner Replacement	39,850.00	420268
0119642	Gamma Builders Inc Fire Sprinklers District Admin Building Bid 1920	39,131.00	420101
0119647	Keenan & Associates	38,691.47	420356

Check Approval Bond

	Insurance premium GWC Learning Resource Center		
0119793	UCMI Inc	37,750.00	420222
	Testing/Lab for OCC Upgrade Sailing Center		
0120003	Gafcon Inc	35,637.22	420340
	Const Mgr Service GWC Health Science Bldg		
0120002	Digital Networks Group Inc	32,240.94	420236
	Audio Video Equipment for OCC		
0119866	Scrape Certified Welding Inc	30,300.00	420241
	OCC Campus Utility Renovations		
0119648	Keenan & Associates	26,677.00	420356
	Insurance premium GWC Learning Resource Center		
0119786	MTGL	22,879.43	420222
0119941	Pardess Air Inc	21,802.50	420236
0119772	AEPC Group LLC	20,846.00	420249
0119780	Embee Technologies	19,506.03	420207
0119782	Geocon Consultants Inc	18,958.80	420290
0119778	Digital Networks Group Inc	16,257.21	420207
0119649	Keenan & Associates	16,128.75	420356
0119776	Chipman Moving & Storage	14,518.25	420206
0119777	Coast Construction	12,855.00	420207
0120010	TYR Inc	11,780.00	420316
0119855	AireMasters Air Conditioning	11,203.00	420101
0119862	Marina Landscape Inc	10,236.00	420101
0119783	Honeywell Int'l Inc	9,815.56	420206
0119859	Dennison Electric Inc	9,472.00	420241
0119789	Slater Waterproofing Inc	8,477.00	420348
0119792	Tri-Citi Electric	8,213.00	420101
0119650	Perkins & Will	7,715.09	420340
0119857	Anderson Charnesky Structural Steel Inc	7,136.00	420101
0120007	SIGMAnet Inc	6,957.57	420340
0120011	UCMI Inc	6,720.00	420101
0120006	Rhino Steel Building Systems	6,470.00	420207
0119781	GCI Construction Inc	6,021.08	420241
0119779	Drafting Equipment Warehouse	4,884.00	420206
0120009	SunGard Higher Education Inc	4,860.00	420912
0119646	K & Z Cabinet Co Inc	4,018.00	420101
0119651	Preferred Ceilings Inc	3,870.00	420101
0119999	Consilien LLC	3,750.00	420912
0119653	R & S Floor Covering	3,275.00	420101
0119644	Global Geo-Engineering Inc	3,265.00	420340
0119998	C2 Reprographics	2,902.54	420356
0120005	P2S Engineering	2,880.00	420318
0120008	Steinberg Architects	2,634.41	420356
0119790	Storefront Door Repair	2,187.00	420348
0119775	Bundy-Finkel Architects Inc	2,050.00	420222
0119773	Amtek Construction	1,800.00	420250
0119863	Marina Landscape Inc	1,138.00	420101
0119860	Dennison Electric Inc	1,052.00	420241

Check Approval Bond

0120004	MB Herzog Electric Inc	803.12	420340
0119858	Anderson Charnesky Structural Steel Inc	793.00	420101
0119861	Electronic Midi Services	526.00	420348
0119787	P2S Engineering	525.32	420236
0119784	Honeywell Int'l Inc	329.48	420206
0119791	TBP/Architecture	285.00	420241
Total		<u>5,091,094.10</u>	

Bond Code Legend

420101	District Relocatable Replacement
420201	OCC Upgrd Auditorium Music Complx
420206	OCC Upgrd Lewis Ctr Applied Sci
420207	OCC Bldg CHS and Lab Sciences
420211	OCC New Learning Cntr Ph1
420216	OCC Upgrade Social Sci Bldg
420218	OCC Upgrade Large Lecture Halls
420221	OCC Repl Seawall Ramps Sailing Ct
420222	OCC Urgrd Womens Locker Rm ADA
420226	OCC Urgrd Soccer Field
420228	OCC Urgrd Baseball Field
420229	OCC Urgrd Stadium Site
420230	OCC Urgrd Dance Floors
420232	OCC Urgrd Fitness Center
420233	OCC Urgrd Softball Field
420236	OCC Upgrd Info Tech Ph1
420241	OCC East West Campus Utility Upgr
420242	OCC Upgrd Electrical Houses
420243	OCC Upgrd Utility Infrastructure
420246	OCC Upgrd Stu Svcs Gallery and Cafe
420247	OCC Upgrd Stu Svcs Watson Hall
420248	OCC Special Student Svcs
420249	OCC Student Center
420250	OCC Upgrd Parking Lots
420253	OCC Campuswide Signage
420256	OCC Faculty House Ph2
420261	OCC Dance Floor B Art Ctr
420262	OCC Upgrd Lit and Lang Media Tech
420263	OCC Upgrd Film Video Strg Art Ctr
420264	OCC Upgrd Home Economics Bldg
420265	OCC Upgrd Student Center Bldg
420266	OCC ECE Lab Classroom Addition
420267	OCC Sculpture Storage Art Ctr
420268	OCC Chemistry Bldg Study Areas
420270	OCC Upgrd Visual Perf Arts Clsrms
420271	OCC Upgrd Ext Light Tech Skill Ctr
420272	OCC Upgrd Ext Lighting Tech Bldg
420273	OCC Upgrd Computing Center

420274	OCC Upgrd Lit and Lang Bldg
420277	OCC Upgd Music Classrooms
420278	OCC Upgd Chemistry Classrooms
420283	OCC Campuswide Landscape Project
420285	OCC New Student Center Bldg
420288	OCC Campuswide Exterior Lighting
420290	OCC New Interdisciplinary Bldg
420296	OCC Web Camera
420297	OCC Temp Modular Bldgs
420299	OCC Misc Planning
420301	GWC Renovate Student Center
420306	GWC Upgrd Eroding Concrete Ph1
420311	GWC Upgrd Info Technology Ph1
420316	GWC Upgrd Utilities Campuswide Ph1
420318	GWC Relocation Main Distr Facility
420326	GWC Rpl Instruc Technology Equip
420331	GWC Upgrd Swimming Pool
420333	GWC Track Resurface and Rpr
420340	GWC Health Sci Expand Nursing Fac
420346	GWC Upgrd Intl Student Facility
420347	GWC Upgrd Student Services Facility
420348	GWC Upgrd Classrooms Ph1
420349	GWC Library Stu Success Ctr
420356	GWC Learning Resource Ctr Ph1
420356	GWC Learning Resource Ctr Ph1
420361	GWC Rpr Cosmetology Facility Ph1
420365	GWC Upgrd Energy Efficiency
420399	GWC Admin Facil Planning Gen
420801	CCC New Westminster Learning Ctr
420811	CCC Upgrd Security Safety Systems
420812	CCC Upgrd HVAC Systems
420826	CCC Upgrd Mech Coltrls Lighting
420891	CCC South District Learning Center
420892	CCC Instructional Systems Devl
420893	CCC Technology Center
420894	CCC Land Development
420901	Dist Repayment of COP and Debt
420906	Dist DW Transp Maint Faciltiy
420911	Dist Upgrd Info System Software
420912	Dist Upgrd Info Systems Implement
420913	Dist Upgrd Info Systems Hardware
420996	Dist DW Admin Accounts
420997	Dist Facilities Planning Bond Proj
420999	Dist General Reserves

Draft Agenda Item

3.06.04 Authorization for Special Payments - Orange Coast College

Meeting: 10/15/2008 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

Payment of \$190 for the 2008-2009 annual institutional fee for the California Department of Public Health-Radiologic Health Branch, Sacramento, CA. This is required for accreditation of the programs.

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by Lynnanne Minton. Last update on 10/09/2008 by Lynnanne Minton.

4.01 Authorization to Enter Agreements - Coastline Community College

Meeting: 10/15/2008 Regular Meeting

Category: 4. Action Items

Agenda Type: Action

Public Access: Yes

Agenda Item Content**1. Authorization to Enter Into a Service Provider Agreement between Neo Networking, Inc. and Coast Community College District (Coastline Community College) to Provide Diagnostic, Remedial and Maintenance Services of the Client's Computer Network**

After review by the College President and the Vice Chancellor of Administrative Services, it is recommended that authorization be given to enter into a Service Provider Agreement between Neo Networking Inc., (a California corporation with offices located at 400 Continental Blvd, 6th Floor, El Segundo, CA 90245) and Coast Community College District (Coastline Community College). Subject to the terms and conditions of this Agreement, Neo Networking will provide diagnostic, remedial and maintenance services of the client's computer network. Term of this Agreement is from November 20, 2008 through November 19, 2009. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign this Agreement. (See Neo Networking Agreement # 3)

Fiscal Impact: \$ 3,000 per month. Total contract value: \$36,000 annually.

2. Authorization to Approve an Agreement between the Kendall/Hunt Publishing Company and the Coast Community College District (Coastline Community College) to Design and Produce a Physical Geology Online Course and Textbook/Workbook

After review by the College President, the Vice Chancellor of Administrative Services, and District legal counsel, Rutan and Tucker, it is recommended by the Chancellor that authorization be given to approve the Agreement between Kendall/Hunt Publishing Company and the Coast Community College District (Coastline Community College) to design and produce the Physical Geology Online Course and Textbook/Workbook. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services, be authorized to sign this Agreement. (See Kendall/Hunt Geology Attachment #4)

Fiscal Impact: Coastline to receive \$150,000 from Kendall/Hunt

3. Authorization to Renew an Agreement with TechRoom, Inc. and the Coast Community College District (Coastline Community College) for Software Update, Maintenance and Service of Mac Computers

After review by the College President, the Vice Chancellor of Administrative Services, and District Risk Services, it is recommended by the Chancellor that authorization be given to approve the Agreement between TechRoom, Inc. and Coast Community College District (Coastline Community College) to provide software update, maintenance and service of Mac computers in the graphics and printing departments. The term of this Agreement is from December 1, 2008 through November 30, 2009. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign this Agreement. (See TechRoom Agreement # 5)

Fiscal Impact: A maximum of \$18,000 for the software update, maintenance and service of Mac computers in the graphics and printing center.

4.02 Authorization to Enter Agreements - Golden West College

Meeting: 10/15/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Agenda Item Content**1. Authorization to Approve a New Nonstandard Agreement Between the Coast Community College District (Golden West College) CARE Program and the Assistance League of Huntington Beach to Provide Clothes from the Bargain Box to Students and Children**

After review by the College President, the Vice Chancellor Administrative Services, and District legal counsel, Rutan and Tucker, it is recommended by the Chancellor that authorization be given to approve a new nonstandard agreement between the Coast Community College District (Golden West College) CARE Program and the Assistance League of Huntington Beach to provide clothes from the Bargain Box to students and children. The agreement is effective 10/02/08 with a 60 day written notice to terminate. (See CARE attachment # 6)

Fiscal Impact: Funds will come from the proceeds of the Bargain Box



CARE_agreement1.pdf

Additional Administrative Content

Agenda Item

4.03 Authorization to Enter Agreements - Orange Coast College

Meeting: 10/15/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

1. Authorization to Enter into a Standard Student Field Placement Agreement between Coast Community College District (Orange Coast College) and Julie Tran

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 Student Field Placement agreement between Coast Community College District (Orange Coast College) and Julie Tran for the field placement as an intern in Extended Opportunity Programs & Services (EOPS) for fall, 2008, and spring, 2009.

It is further recommended that the College President be authorized to sign this agreement.

Fiscal Impact: None

2. Authorization to Enter into a Standard Student Field Placement Agreement between Coast Community College District (Orange Coast College) and Jennifer LaBounty

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 Student Field Placement agreement between Coast Community College District (Orange Coast College) and Jennifer LaBounty for the field placement as an intern in Extended Opportunity Programs & Services (EOPS) for fall, 2008, and spring, 2009.

It is further recommended that the College President be authorized to sign this agreement.

Fiscal Impact: None

3. Authorization to Enter into a Standard Field Placement Agreement Between Coast Community College District (Orange Coast College) and California State University Dominguez Hills

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 Student Field Placement agreement between Coast Community College District (Orange Coast College) and CSU Dominguez Hills for the field placement of one CSU Dominguez Hills student as an EOPS intern for fall, 2008, and spring, 2009.

It is further recommended that the Chancellor or the Vice Chancellor of Administrative Services be authorized to sign this agreement.

Fiscal Impact: None

Additional Administrative Content

Action Agenda Details

It is further recommended that the Board authorize the President of the Board of Trustees to execute this Agreement on its behalf. (See Attachment #8)

Fiscal Impact: NTE \$10,00 for FY 2008-09



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MS 08-2011 Campus Agreement 10-15-08 Board Attachment.pdf

Additional Administrative Content

Action Agenda Details

Motion:

Created on 08/28/2008 at 11:30 AM by CCCDAAdsvs. Last update on 10/09/2008 by Jodi Rodriguez

Draft Agenda Item

4.05 Buildings and Grounds

Meeting: 10/15/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content



BuildingsAndGrounds1015.pdf

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by CCCDBG. Last update on 10/08/2008 by CCCDBG.

1. Authorization to Employ Integrated Design Services, Inc.; Orange Coast College, Golden West College, Coastline College and District Site Emergency Services

After review by the District-wide Emergency Response Committee, Director of Facilities & Planning, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Integrated Design Services, Inc. (IDS) for structural engineering services for Orange Coast College, Golden West College, Coastline College and District Site.

The scope of service is to include the following tasks:

1. Emergency Inspection and Analysis of Structures
2. Plan Review for Seismic and Foundation Requirements
3. Updating As-Built Drawings
4. Identification of Failures to Meet OSHA Requirements
5. Other Conditions that may require Structural Engineering Services

Integrated Design Services, Inc. has worked at two of the colleges identifying structural deficiencies. To maintain District facilities in a safe operable condition, it is necessary that professional structural engineering services be immediately available on short notice to make recommendations to identify and correct a problem. This open contract is for miscellaneous projects that are anticipated, but cannot be defined until the need occurs. In the event of a seismic event, IDS shall respond within four (4) hours of occurrence for purposes of conducting building safety assessment inspections.

It is further recommended that the Chancellor or the Vice Chancellor of Administrative Services be authorized to sign the agreement.

Fiscal Impact: \$25,000 (District Funds)

2. Authorization for Addendum No. 2 to tBP Architecture; Orange Coast College Softball Field

After review by the Orange Coast College Vice President of Administrative Services, Director of Facilities and Planning and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to accept Addendum No. 2 for additional architectural services for the Orange Coast College Softball Field.

The scope of services is to include the following:

1. Expanded Architectural and New Plumbing Engineering Services \$11,800

The existing restroom will provide accessible restroom for the new softball and practice fields. Division of State Architect requested the building's accessibility be brought up to code.

It is further recommended that the Chancellor or the Vice Chancellor of Administrative Services be authorized to sign the agreement.

Fiscal Impact: \$11,800 (General Obligation Bond Fund/Measure C)
Master Plan Approved Project
OCC Health/Wellness Facilities
OCC Upgrade Softball Field

3. Bid Tabulations and Award of Contract: Orange Coast College Horticulture Storage Building Pad; Bid No. 1958

Notices were published on September 3 and September 10, 2008 in the newspaper as well as in four trade journals requesting bids. Twenty-seven bid packages were delivered or picked up by prospective bidders. Seven bids were received.

The bids were opened on October 15, 2008 for the Orange Coast College Horticulture Storage Building Pad; Bid No. 1958.

After careful review by the Coast Community College District Risk Services Manager and Director of Facilities and Planning, it is recommended that a contract be awarded to A Plus Quality Construction, Inc. as lowest qualified base bid of \$68,860 as shown below, and that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign the contract documents.

	<u>Base Bid</u>
1. Keiter Corporation dba KNK Inc., Chino Hills, CA (Bid withdrawn due to scope error)	\$ 59,500
2. A Plus Quality Construction, Inc. 44 North Second Avenue, Chula Vista, CA (Administrative error – bid received on time but delivered to front office – not opened at 2:00 pm)	\$ 68,860
3. Exclusive Construction, Glendora, CA	\$ 87,777
4. Creative Home dba CHI Construction, Anaheim, CA	\$ 99,050
5. Harbor Bay Inc., Vista, CA	\$117,000
6. Ascend Management Service, Fullerton, CA	\$158,367
7. Shook Building Systems, Mira Loma, CA	\$165,932

Fiscal Impact: \$68,860
Master Plan Approved Project
OCC Enterprise Funds

4. Authorization to Employ Hill Partnership; Orange Coast College Planetarium Feasibility Study

After review by the Orange Coast College Vice President of Administrative Services, Director of Facilities and Planning and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Hill Partnership for architectural services for the Orange Coast College Planetarium Feasibility Study.

The scope of service is to include the following tasks:

1. Architectural Services \$20,000

It is further recommended that the Chancellor or the Vice Chancellor of Administrative Services be authorized to sign the agreement.

Fiscal Impact: \$20,000
Master Plan Approved Project
OCC Foundation Funds

5. Authorization to Employ Power Engineering Service; Orange Coast College Horticulture Storage Building

After review by the Orange Coast College Vice President of Administrative Services, Director of Facilities and Planning and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Power Engineering Service for engineering services for the Orange Coast College Horticulture Storage Building.

The scope of service is to include the following tasks:

1. Power and IT Underground Utilities \$8,000

The existing Horticulture storage building must be demolished to make way for the new ABC Building. This proposal will cover the underground utility and IT lines for the replacement storage building.

It is further recommended that the Chancellor or the Vice Chancellor of Administrative Services be authorized to sign the agreement.

Fiscal Impact: \$8,000 (Measure C – General Obligation Bond)
Master Plan Approved Project
OCC Science Facilities
OCC Consumer Health and Lab Science Building

6. Authorization to Employ Power Engineering Services; Orange Coast College Switch House C Relocation and Demolition Project

After review by the Orange Coast College Vice President of Administrative Services, Director of Facilities and Planning, and the Vice Chancellor of Administrative Services, it is recommended that authorization be given to employ Power Engineering Services for engineering services for the Orange Coast College Switch House C Relocation and Demolition Project.

The scope of service is to include the following:

1. Electrical engineering services \$24,000

It is recommended that the Chancellor or the Vice Chancellor of Administrative Services be authorized to sign the agreement.

Fiscal Impact: \$24,000
Master Plan Approved Project
OCC Enterprise Funds

Agenda Item

4.06 General Items of Business - District

Meeting: 10/15/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Agenda Item Content

Recommendation for Rejection of Claim for Damages against Coast Community College District for Personal Injury

The District Risk Services office received a Claim for Damages on or about September 22, 2008, against the Coast Community College District. The claimant alleges suffering personal injury when she slipped and fell while in the restroom at Orange Coast College on or about May 4, 2008. The claimant alleges that the floor was wet where she fell. Claimant's attorney states total damages may exceed \$200,000.00, though the District has not received any documentation to substantiate damages.

The District third party administrator, Keenan and Associates, has reviewed the claim and concurs with Risk Services' recommendation that the claim be rejected in order to shorten the statute for claimant to file a court action.

After review by the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Claim for Damages be rejected.

Additional Administrative Content

Action Agenda Details

Motion:

Agenda Item

4.07 Personnel Action Item

Meeting: 10/15/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Agenda Item Content

APPROVAL OF SALARY SCHEDULE INCREASE

After review by the Vice Chancellor for Human Resources, it is recommended by the Chancellor that the Board of Trustees approve a 2.73% increase to the following 2008-2009 employee salary schedules to become effective Fall 2008, (Revision to previous Board Action of 10/1/08. The change is indicated in bold)

Schedule	Employee Group
AA	Faculty (CFE/AFT)
QQ	Counselors (CFE/AFT)

(This salary increase represents a formula as COLA percentage rounded to the nearest 0.5% plus ½ of a growth percentage plus 1.00%) COLA .68% rounded to 1.0% plus 0.73% growth plus 1.00% additional District funds totaling 2.73%.

Additionally, it is further recommended by the Chancellor that the Board of Trustees approve a 2.11% increase to the following 2008-2009 employee salary schedules. **Schedules DD, EE, GG, JJ and L2 will become effective July 1, 2008; the BB schedule becomes effective Fall 2008.**

Schedule	Employee Group
BB	Part-time Faculty (CCA)
DD	Educational Managers
EE	Classified Staff (CFCE)
GG	Classified Managers
JJ	Confidential
L2	Vice Chancellors, Presidents

(This salary increase represents a formula as COLA percentage rounded to the nearest 0.5% plus ½ of a growth percentage plus 1.00%) COLA .68% rounded to 1.0% plus 0.73% growth plus 0.38% additional District funds totaling 2.11%.

Fiscal Impact: \$3,294,262

Additional Administrative Content

Action Agenda Details

Motion:

Agenda Item

4.08 Policy Implementation

Meeting: 10/15/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

1. Adoption of Usage Fees and/or Equipment Policy 04-2-11

The Board had opportunity to review Policy 04-2-11 at the October 1, 2008 Regular Meeting. (See Attachment #9)



FacilityRates Rvrsd090308.pdf

Additional Administrative Content

Action Agenda Details

Motion:

4.09 Resolutions

Meeting: 10/15/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content**1. Adoption of Resolution #6 Authorizing Payment to Trustee Absent from Board Meeting**

WHEREAS, California Education Code Section 72425 provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted

and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or

the absence was due to a hardship deemed acceptable by the Board”; and

WHEREAS, on October 15, 2008 the Board of Trustees of the Coast Community College District held a Regular Board meeting; and

WHEREAS, Trustee Jerry Patterson was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Patterson’s absence was due to hardship;

NOW, THEREFORE, BE IT RESOLVED, that Trustee Jerry Patterson shall be paid at the regular rate of compensation for the Board meeting on October 15, 2008.

2. Adoption of Resolution #7 Authorizing Payment to Trustee Absent from Board Meeting

WHEREAS, California Education Code Section 72425 provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted

and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or

the absence was due to a hardship deemed acceptable by the Board”; and

WHEREAS, on October 15, 2008 the Board of Trustees of the Coast Community College District held a Regular Board meeting; and

WHEREAS, Trustee Walter Howald was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Howald’s absence was due to Community College business;

NOW, THEREFORE, BE IT RESOLVED, that Trustee Walter Howald shall be paid at the regular rate of compensation for the Board meeting on October 15, 2008.

Additional Administrative Content

5.01 Reports Continued

Meeting: 10/15/2008 Regular Meeting
 Category: 5. Continuation of General Information and Reports
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content

1. Reports from the Employee Representative Groups
2. Reports from the Presidents
3. Reports from the Board of Trustees
4. Consideration of Association of Community College Trustees (ACCT) and California Community Colleges League (CCLC) Meetings and Conferences

October 29 - Nov. 1, 2008	New York City	ACCT Annual Congress
November 3-4, 2008	Sacramento	Board of Governors Meeting
November 20-22, 2008	Hilton Anaheim	CCLC Annual Convention
January 12-13, 2009	Sacramento	Board of Governors Meeting
January 23-24, 2009	Sheraton Sacramento	CCLC Effective Trustee Workshop
January 25-26, 2009	Sheraton Sacramento	CCLC Legislative Conference
February 7-11, 2009	Washington DC	ACCT Legislative Summit
March 2-3, 2009	Sacramento	Board of Governors Meeting
April 17-18, 2009	Sacramento	CCCT Board Meeting
May 1-3, 2009	Double Tree Sonoma	CCLC Annual Trustee Conference
May 4-5, 2009	Lake Tahoe CCD	Board of Governors Meeting
June 19-20, 2009	Sacramento	CCCT Board Meeting
July 13-14, 2009	Sacramento	Board of Governors Meeting
September 14-15, 2009	Sacramento	Board of Governors Meeting
October 6-10, 2009	San Francisco, TBD	ACCT Annual Congress
November 2-3, 2009	City College San Francisco	Board of Governors Meeting

5. Opportunity for the Board to Review the Board Directives Log - (See Attachment 1)



10-15-08 Board Log.pdf

6. Review of Board Meeting Dates

November 5, 2008	First Wednesday	(Regular Meeting)
November 19, 2008	Third Wednesday	(Regular Meeting/Study Session)
December 10, 2008	Second Wednesday	(Regular/Organizational Meeting)

2009 Dates for Review

January 21, 2009	Third Wednesday	(Regular Meeting)
February 4, 2009	First Wednesday	(Regular Meeting)
February 18, 2009	Third Wednesday	(Regular Meeting)
March 4, 2009	First Wednesday	(Regular Meeting)
March 18, 2009	Third Wednesday	(Workshop Meeting)
April 1, 2009	First Wednesday	(Regular Meeting)
April 15, 2009	Third Wednesday	(Service Awards Meeting)
May 6, 2009	First Wednesday	(Regular Meeting)
May 20, 2009	Third Wednesday	(Regular Meeting)
June 17, 2009	Third Wednesday	(Regular Meeting)
July 15, 2009	Third Wednesday	(Regular Meeting)
August 5, 2009	First Wednesday	(Regular Meeting)
August 19, 2009	Third Wednesday	(Regular Meeting)
September 2, 2009	First Wednesday	(Regular Meeting)
September 16, 2009	Third Wednesday	(Regular Meeting)
October 7, 2009	First Wednesday	(Regular Meeting)
October 21, 2009	Third Wednesday	(Workshop Meeting)
November 4, 2009	First Wednesday	(Regular Meeting)
November 18, 2009	Third Wednesday	(Regular Meeting)
December 9, 2009*	Second Wednesday	(Regular/Organizational Meeting)

*Tentative

Additional Administrative Content

Action Agenda Details

Motion:

5.02 Review of Buildings and Grounds Reports

Meeting: 10/15/2008 Regular Meeting
Category: 5. Continuation of General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

Orange Coast College Sailing Center Upgrade (Addition of Women's Locker Room in Boathouse)

Architects: City Lights Design/BFA
Programming Phase: February to March 2004
Working Drawings: April to December 2006
DSA Approval: December 2007
Bid Process: January to February 2008
Construction Start: March 2008
Funding Source: Measure C General Obligation Bond
Project Status: The Phase II remodel work is in progress with the new parking area parking stalls and landscape completed. Structural steel, masonry as well as framing work on the first and second floor of the new addition is scheduled to be completed in October.

Orange Coast College New Consumer Health & Science Lab Building

Architect: LPA Architecture
Construction Manager: C. W. Driver
DSA Approval: April to October 2008
Funding Source: Measure C General Obligation Bond and State Capital Outlay Funds
Status: The bid for the demolition of the existing Cove/Health Science buildings has been advertised with the bid opening in November 2008. The construction bid process is awaiting final DSA approval of plans and then approval by the State Chancellors Office and Department of Finance. These approvals should be completed in October 2008.

Orange Coast College Interdisciplinary Building, Phase I

Architect: LPA Architecture
DSA Approval: October 2008 to June 2009
Funding Source: Measure C General Obligation Bond

Status: This project has been submitted to DSA for approval.

Golden West College Learning Resource Center

Architect: Steinberg Group (Construction Manager: URS)
DSA Approval: March 2008
Bid Process: Rebid in phases
Funding Source: Measure C General Obligation Bond
Status: Phase I and II are under construction and are on schedule. Phase III of this multiple prime project will be bid in November 2008.

Golden West College Health Science Building

Architect: Perkins & Will (Construction Manager: Gafcon)
Est. Construction: July 2007 to July 2008

Notice to Proceed: July 9, 2007

Funding Source: Measure C General Obligation Bond

Status: The contractor is completing final punch list items. The College has taken occupancy of the building.

Golden West College Energy Project

ESCO Company: Southland Industries

Construction: January 2007

Est. Completion: 2009

Funding Source: Measure C General Obligation Bond

Status: The contractor is working on the final two phases of this project. The project is scheduled to be completed in Spring 2009.

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by COCDBG. Last update on 10/09/2008 by Jodi Rodriguez

Draft Agenda Item

Adjournment

Meeting: 10/15/2008 Regular Meeting
Category: 6. Adjournment
Agenda Type: Information
Public Access: Yes

Agenda Item Content

Additional Administrative Content

Created on 08/28/2008 at 11:30 AM by Nancy Hill. Last update on 09/27/2008 by Jodi Rodriguez.

**COAST COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES' DIRECTIVES LOG**
Prepared by the Manager of Board Operations

#	Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I = In Progress P=Pending	Comments
1	2/26/08	6A. Examination of the Goals and Situation of the District	Mary Hornbuckle		Planning to occur for additional retreat session with Board, Chancellor, College Presidents, Vice Chancellors, Academic Senate Presidents and Union Presidents	January 21, 2009	I	
2	8/15/07	2. Update on Project Voyager	Walt Howald	Academic Senate Presidents & College Presidents Vice Chancellor of Admin. Svs.	Report back to the Board on the how the new Banner Software is working after its implementation. Report on Banner's efficiency.	November 19, 2008	P	
3	1/16/08	12. Discussion of District General Legal Counsel	Jim Moreno; 2nd by Mary Hornbuckle	Jerry Patterson/Walt Howald	Committee to discuss and report back to the Board	April 2, 2008	P	
4	3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 nd Jim Moreno	Vice Chancellor HR	Review of Classified hiring policy	December 10, 2008	P	
5	3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 nd Jim Moreno	Vice Chancellor HR	Review of Faculty hiring policy	January 21, 2009	P	
6	3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 nd Jim Moreno	Vice Chancellor HR	Review of Management hiring policy	February 18, 2009	P	
7	3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 nd Walt Howald	Staff	Revisit Participatory Governance Policies and Procedures	December 10, 2008	P	

#	Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I = In Progress P=Pending	Comments
8	5/7/08	11. Opportunity to Conduct Annual Policy Review of Student Representative, Board of Trustees	Jerry Patterson; 2 nd Walt Howald	Chancellor	Refer this Policy (#Policy 010-2-14, <i>Student Representative, Board of Trustee.</i>) to the Chancellor, the District Student Council and each college Student Government for their comments and brought back for Board review in October 2008.	November 19, 2008	P	
9	5/7/08	12. Opportunity for Board of Trustees' Review and Discussion of Student Representative Selection Process	Armando Ruiz; 2 nd Paul Bunch	Staff	Forward this policy (Policy 010-2-14.1, <i>Student Representative Selection Process</i>) to the 2008-2009 District Student Council and college Student Governments for review.	November 19, 2008	P	
10	5/7/08	Consent Calendar	Jerry Patterson; 2 nd Armando Ruiz	Chancellor & Manager, Board Operations/Asst. to Chancellor	Staff to identify the criteria for determining whether items would be placed in the Action section or the Consent Calendar of the Agenda and report back to the Board.	February 4, 2009	P	
11	7/16/08	8. Opportunity for Board of Trustees' Discussion of GWC Academic Senate Resolution Advocating for Participatory Governance	Walt Howald; 2 nd Jim Moreno	Associate Vice Chancellor Ed. Svs.	The Vice Presidents at the three colleges, Academic Senate Presidents among other District-wide groups will discuss coordination of college curricula matters including CTE and occupational course and program duplication. Associate Vice Chancellor will guide the discussion.	November 19, 2008	P	

#	Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I = In Progress P=Pending	Comments
12	8/6/08	2.01 Reports from Academic Senate Presidents	Jerry Patterson; 2 nd Walt Howald	Staff	Develop Board Policy relating to Academic Senate Presidents, including reporting structure, defined organizational chart, definition of committee planning structure, and definition of Board of Trustee responsibilities in relation to the Academic Senate	November 5, 2008		
13	8/6/08	5.01 Reports	Walt Howald; 2 nd Jerry Patterson	College Presidents, Associate Vice Chancellor Ed. Svs., & Manager of Board Operations/Assistant to the Chancellor	Progress report on Accreditation status from the District and each of the three colleges	November 19 Status Report; Final report due January 21, 2009		
14	8/6/08	5.01 Reports	Jerry Patterson; 2 nd Walt Howald	Associate Vice Chancellor Ed. Svs.	Request that items regarding Accreditation be sent to Board Members immediately in the future and create a Reading File in the Board Office.	Ongoing		
15	9/17/08	Item 4, District Agenda Item #1: "Provide full, helpful, and District-wide coordinated customer service, including course registration, support services, counseling for rapid program completion, technology, assistance with	Jim Moreno; 2 nd Walt Howald	Board President; Chancellor	Set November 19, 2008 Board Meeting as a Study Session to discuss District Agenda Item #1, "Provide full, helpful, and District-wide coordinated customer service, including course registration, support services, counseling for rapid program completion, technology, assistance with transfers, and common course numbering throughout the District."	November 19, 2008		

#	Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I = In Progress P = Pending	Comments
		transfers, and common course numbering throughout the District."						
16	9/17/08	Item 4, District Agenda #5: "Develop shared trust and vision among trustees, Board and chancellor."	Mary Hornbuckle; 2 nd Jim Moreno	Board President; Manager, Board Operations/Asst. to Chancellor	Set February 21 or 28, 2009 as a Board Retreat to discuss District Agenda Item #5, "Develop shared trust and vision among trustees, Board and chancellor." Retrieve presentation materials from Pasadena City College & Check availability of facilitator			
17	9/17/08	Item 7, Recruitment and Staffing Data for Faculty	Jim Moreno; 2 nd Mary Hornbuckle	Staff	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	Further discussion by June 2009		
18	9/17/08	Item 4, District Agenda		Chancellor & Staff	2. Identify and build alternative local revenue sources in foundations, corporations, land use, and elsewhere.	2008-2010		

19	9/17/08	Item 4, District Agenda		Chancellor	3. Capture all the above in Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	February 18, 2009		
20	9/17/08	Item 4, District Agenda		Chancellor & College Presidents & Associate Vice Chancellor Educational services	4. Create meaningful and implemented policies and procedures for program review (academic and administrative), based on carefully surveyed and monitored District educational needs, student learning outcomes enrollment, overall effectiveness addressing all accreditation issues cited in the 2008 Team Report, and best use of limited resources among the three colleges and District Office.	April 1, 2009		
21	9/17/08	Item 4, District Agenda		Chancellor & Vice Chancellor of Human Resources	6. Prepare a succession plan for faculty, staff, and administration, based on careful identification of estimated dates of retirement and field of work—and tied into District educational needs and program review. Included are training programs to develop future leaders from among those in the District's employ.	July 15, 2009		
22	9/17/08	Item 4, District Agenda		Chancellor	7. In line with the prior task, refine and advance the relationships among the three colleges and District Office, including creation of District-wide governance bodies and assumption of a more directive and active role for the Chancellor's Office. The	2008-2009 Final report March 2009		

					result will be active coordination of the District's various components. While the District still will work through its three colleges, the Chancellor's Office also will play a far more significant role in helping the colleges to collaborate, respond to local need, and allocate funding accordingly.			
23	10/1/08	4.06. Personnel Action Item #1, Authorization to Approve Salary Schedule Increases	Jerry Patterson; 2 nd Walt Howald	Vice Chancellor of Human Resources	Approve the item, and bring it back to the Board to address concerns raised, including: <ul style="list-style-type: none"> • What was negotiated with CFE (see meeting notes) • Whether giving up incentive pay was inclusive of CCA • What funds are available • Consult legal counsel to receive explanation of "me too" language. 	November 5, 2008		
24	10/1/08	1.11 Public Hearing - Official Public Hearing and Adoption of the 2008-2009 Budget for the Coast Community College District	Jerry Patterson; 2 nd Jim Moreno	Chancellor/College Presidents	Provide analysis of the section management processes at the three colleges; analyze sections from 2004 through 2008; indicate how sections are added and deleted in the process.	November 5, 2008		
25	10/1/08	5.01 Reports Continued, #4. Review of Board Log	Walt Howald; 2 nd Jim Moreno	Manager of Board Operations/Assistant to the Chancellor	Provide copies of the Agenda and Minutes of the September 19, 2007 Board Meeting to the Board members.		X	

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of November 1, 2008, (the "Effective Date") between **Coast Community College District / Golden West College** ("School"), and **WMC-SA, Inc.**, a California corporation, doing business as Western Medical Center Santa Ana ("Hospital").

RECITALS:

A. School offers to enrolled students a degree program in the field of Nursing / Health Sciences, per Exhibit A, attached hereto and made a part hereof.

B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of California ("State").

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (1) orientation of students to the clinical experience at Hospital;
- (2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

(4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

(5) supervision of students and their performance at Hospital;

(6) participation, with the students, in Hospital's Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox, and evidence of completion of the series of three (3) hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

c. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

d. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any

Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

e. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

f. **Training.** Prior to a student's first assignment at Hospital, the assignment of a District employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, District shall require that the individual complete training regarding Hospital's patient information privacy policies and practices provided by Hospital and achieve a passing score (as defined by Hospital from time to time) on the post test. District shall maintain training records for a minimum of six years, including, without limitation, the names of those students, District employees, agents, representatives and faculty members that completed the training with the applicable date ("Training Records"). Further, District shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

g. **Certification.** Prior to a student's first assignment at Hospital, School shall provide proof of current/valid CPR certification ("Certification") Healthcare Provider Level, for all students in direct patient care positions, per Hospital guidelines. Such Certification shall be provided to Hospital upon renewal/update of Certification.

h. **Criminal Background Verification.** School acknowledges that each student shall be required to submit to a criminal background check as a condition of participation in the Program and shall assist Hospital as reasonably requested to assure the timely completion of this review. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable criminal history.

2. RESPONSIBILITIES OF HOSPITAL.

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any

salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from

time to time.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of

Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **INSURANCE.**

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students)

to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident;
	\$1,000,000 disease policy limit;
	\$1,000,000 disease each employee

Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current

coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. TERM; TERMINATION.

a. **Term.** The initial term of this Agreement shall be two (2) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least 30 days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

d. **Termination During the First Twelve Months of the Initial Term.** In the event this Agreement is terminated during the first twelve (12) months of the Initial Term, the parties shall be prohibited from entering into the same arrangement with each other until after the expiration of the first twelve (12) months of the Initial Term. The provisions of this Subsection shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

10. ENTIRE AGREEMENT. This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **INDEMNIFICATION.** School shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School's agents or subcontractors.

13. **ARBITRATION.**

a. **Dispute Resolution.** In the event of any dispute arising out of or relating to this Agreement, then such dispute shall be resolved solely and exclusively by confidential binding arbitration with the Orange County branch of Judicial Arbitration and Mediation Services ("JAMS") to be governed by JAMS' Commercial Rules or Arbitration in effect at the time of the commencement of the arbitration (the "JAMS Rules") and heard before one arbitrator. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Each party shall bear its own attorneys' fees, expert witness fees, and costs incurred in connection with any arbitration.

b. **Venue.** The parties agree that Orange County, California shall be the only proper venue for disputes related to this Agreement.

14. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

15. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

16. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

17. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of School, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of School as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

18. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight

courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Vice Chancellor of Admin. Services

with a copy to: Golden West College
15744 Golden West Street
Huntington Beach, CA 92647
Attn: Health Professions

If to Hospital: WMC-SA, Inc.
d/b/a Western Medical Center Santa Ana
1001 North Tustin Avenue
Santa Ana, CA 92705
Attn: Chief Executive Officer

with a copy to: Integrated Healthcare Holdings, Inc.
1301 North Tustin Avenue
Santa Ana, CA 92705
Attn: Senior Counsel

or to such other persons or places as either party may from time to time designate by written notice to the other.

19. STATEMENT OF RESPONSIBILITY. For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Hospital, School, its successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by student while participating in the Program operated by School at Hospital, unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

20 CONFIDENTIALITY STATEMENT. The School hereby acknowledges its responsibility under applicable federal law and the Agreement between School and Hospital to ensure the student (1) keeps confidential any information regarding Hospital patients and proprietary information of Hospital; (2) agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital; and (3) agrees to comply with any patient information privacy policies and procedures of the School and Hospital.

requirements of HIPAA or its regulations. Student further understands that Student is only allowed to review patient records that are directly related to Student's assignment and for which Student has been specifically authorized to review by student's instructor.

Violations of this confidentiality protection by Student shall subject Student to immediate removal from any clinical experience, a possible failing grade and possible expulsion from Coast Community College District and any of its colleges.

5. Release and Hold Harmless. Student hereby releases, discharges, and agrees to hold harmless District, District's governing board ("Board"), and each of their trustees, instructors, employees, agents and representatives from any and all liability arising out of or in connection with Student's enrollment in the nursing program (Golden West College) or allied health programs (Orange Coast College) and participation in its classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercises. For the purpose of this release, liability means all claims, demands, losses, causes of action, suits or judgments of any kind that Student or Student's heirs, executors, administrators, and assigns may have against District, Board, College, and any of their trustees, employees, agents, and representatives or that any other person or entity may have against District, Board, College, and any of their trustees, instructors, employees, agents, and representatives because of Student's failure to pass any course or class or obtain any particular grades, personal injury, accident, illness or death, or because of any loss of or damage to property that occurs to Student or to Student's property during Student's participation in the nursing program or allied health program including classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercise, that result from any cause, including but not limited to District's, Board's, College's, or their trustees', employees', agents', or representatives' own passive or active negligence or other acts other than fraud, willful misconduct or violation of law.

Student's Initials _____

6. Acknowledgement of Inherently Dangerous Activities and Assumption of the Risk Thereof. Student acknowledges that the nature of Student's training in the nursing program/allied health programs may involve dangerous and hazardous activities, including but not limited to exposure to disease, blood borne pathogens, illness, personal injuries and possible death. Student acknowledges the inherently hazardous and dangerous nature of these activities and voluntarily participates therein and assumes all risk of injury, illness, or death from Student's participation therein. Student represents and warrants that Student is mentally and physically fit, capable, able and willing to participate in these inherently hazardous and dangerous activities without any limitations.

Student's Initials _____

7. No Right to Employment/Removal. Student understands and agrees that Student's participation in the Clinical Rotation does not create any right to employment at Clinical Facility. Student understands and agrees that Student may be removed from the Clinical Rotation at any time for any reason, except in violation of any law. If Student is asked to leave by any representative of Clinical Facility, Student shall do so promptly and without protest.

8. General Rules.

a) Students entering the clinical phase of their education Shall read and familiarize Student with all the rules, regulations and obligations of the Clinical Facility and shall at all times strictly abide thereby.

b) Clinicals are scheduled courses with specific days and times. Student is to adhere to these and adjust any outside work or activities accordingly. Student must complete a physical within a six-month period prior to the start of the clinical phase (see supplied form). The physical may be completed

at the college health center, Student's private physician, or group health care facility. Blood work, urinalysis, and annual T.B. tests or chest x-rays are required as may be immunizations (rubella, rubeola and varicella titer) or proof of immunity. Hepatitis B vaccine is highly recommended by College or waiver must be signed. Certain clinical sites will not allow Student participation without Hepatitis B vaccination. The completed information must be returned to the clinical coordinator or director of Student's program. See Student's program or clinical coordinator for specific details.

c) Any Student participating in a clinical rotation shall, at the request of Clinical Facility, provide a current statement from a physician that the Student is in good health and capable of participating in the Rotation. Clinical Facility may require that any Student, returning from an extended absence caused by illness or injury, submit to a physical examination or present a statement from a physician indicating that the Student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of Student.

d) All Students in a clinical rotation must have an active CPR card (per specific program protocol). If Student's CPR card expires at any time during clinical training, it is Student's responsibility to become recertified. Student will be removed from clinical experience rotation if Student does not have an active CPR card.

e) In programs that require Allied Health 115 – Patient Care, Student must enroll in Patient Care just prior to entry into the clinical phase, in accordance with the program schedule sequence. Students taking Allied Health 115 will become CPR certified.

f) Student must adhere to appropriate dress code and grooming standards designated by Clinical Facility. This may include a laboratory coat or uniform. Closed, soft-soled shoes are required. A nametag will be provided that must be worn at all times at Clinical Facility site. See Student's program director or clinical coordinator for specific requirements for Student's program.

g) Specific clinical sites may have certain health related requirements and may include drug testing, Hepatitis B vaccination, or blood work. Student is expected to meet the requirements of the site when scheduled to be at that site. There may be exposure to hazardous materials and blood borne pathogens in the clinical setting. Student must adhere to all safety and universal precautionary measures.

h) Student must have adequate reliable transportation to the clinical site and will be responsible for parking.

9. Acknowledgement. Student has read this Student Participation Agreement including the Background check requirement in paragraph 2, the Release requirement in paragraph 4, and the Assumption of Risk requirement in paragraph 5. Student has read and agrees to abide by and comply with all terms of this Participation Agreement. Student understands that failure to abide by and comply with any term may subject Student to immediate removal from any clinical experience, a possible failing grade and possible expulsion from Coast Community College District and any of its colleges.

Dated: _____

Student

Student ID Number



Neo Networking, Inc. Maintenance and Support**SERVICE LEVEL AGREEMENT**

by and between

Neo Networking, Inc., a California corporation (hereinafter referred to as "Neo Networking") and

Coastline Community College (hereinafter referred to as "Client").Date: **9/23/2008**S.O. #: **CL20071108**

A. CLIENT LOCATION(S):**11460 Warner Avenue**

Street

Fountain Valley, CA 92708

City, State Zip Code

B. SCOPE OF THE AGREEMENT

1.0 Scope of Services. Under this service agreement ("Agreement"), Neo Networking will provide diagnostic, remedial and maintenance services and/or support, hotline services including but not limited to troubleshooting, testing, configuring and re-installing of defective Microsoft Back-and Front-Office applications and operating systems, to keep the Client's computer network and computer systems (listed in Exhibit "A" to this Agreement) operating (excluding hardware repair). Such services, which may also include periodic, on-site or remote operations to perform various housekeeping and system maintenance tasks, are hereinafter referred to as "Support Services". Specific Support Services provided by Neo Networking to Client are determined according to the service plans defined in Section C (and collectively referred to herein as "Service Plans") and selected by Client immediately below.

C. SERVICE PLANS; RATES AND FEES

1.0 Service Plans. This Agreement covers the Service Plan(s) selected below. Covered equipment is identified on Exhibit A

☒ **Remote Monitoring Plan - \$3000/Monthly**

Neo Networking will provide a Network Operations Center to house the remote monitoring system (hardware and software) provided by Coastline Community College for remote monitoring of critical network and server equipment. Around the clock monitoring and alerting will be provided by our staff of engineers. The Network Operations Center is in a controlled environment with cooling and uninterruptible power supply. The location is also protected by a power generator that will provide power for an additional 24 hours. The following will outline the support services under the remote monitoring plan:

1. 24x7 monitoring and administration of remote monitoring system located at the Network Operations Center.
2. Engineers on call to monitor alerts and provide initial determination or cause of the alert. Engineers will follow an outlined procedure to initiate notification to Coastline Community College's IT staff and administration. Engineers will verify that the issue has been acknowledged. Engineers will clear the alerts once the issue has been resolved by the college's IT staff.
3. Monitoring hours:
 - a. Weekdays 6:00pm to 8:00am Monday thru Thursday
 - b. Weekends 6:00pm Friday thru 8:00am Monday
 - c. 24 hour monitoring during college holidays and breaks listed in the annual college/district holiday and break calendar. These include Spring Break Friday, 3/4-day holiday weekends that include a Friday, Monday or both, Thanksgiving 4-day weekend, and Winter Break (10 workdays prior to the first workday after Jan.1).
4. Monthly testing of the remote monitoring systems will be performed.
5. Monthly reports will be provided for trouble tickets and overall health of the remote monitoring system.
6. Monthly external penetration tests will be performed and included in the reporting.
7. Neo Networking remote agents defined in section E will also be installed and used in conjunction with the external monitoring systems to provide additional monitoring.
8. Neo Networking engineers will be available for emergency onsite assistance if needed at rates listed below.

2.0 Standard Rates. Services provided outside of Service Plans are billed in fifteen minute increments at the following standard rates ("Standard Rates"):

- a. Business Hours rates are:

Systems Engineer \$125 per hour
- b. After Hours rates are 25% above the Business Hours rates.

3.0 Emergency Rates: If Emergency service (as defined in Section E below) is required: 1.5 x Standard Rates for Business Hours.

D. TERM AND TERMINATION

1.0 Effective Date. Service shall begin on **11/20/2008** ("Effective Date") and shall continue for **12** month(s). The minimum term of service shall be one year in consideration of up-front costs and reduced billing rates.

2.0 Termination. This Agreement may be terminated by either party with thirty (30) days written notice via certified mail after the initial 12 month term. Upon termination of this Agreement, all services provided hereunder shall cease. All other provisions shall remain in full force and effect unless otherwise specified.

E. SERVICE DEFINITIONS

1.0 "After Hours" shall mean all hours outside Business Hours, including national holidays.

2.0 "Agents" shall mean software programs installed on all monitored systems to provide proactive monitoring information. A select combination of monitoring features list below will be utilized based on client infrastructure:

- a. PC Inventory / Computer Audit
- b. PC Remote Control / Remote Support
- c. Patch Management
- d. Network Monitoring / Alerts
- e. Windows Event Monitoring / Alerts
- f. Software Deployment / Update
- g. Help Desk / Trouble Ticketing
- h. Network Policy Enforcement
- i. Integrated Reports
- j. Maximum Security

3.0 "Business Hours" shall mean 8 a.m. to 5 p.m. Monday through Friday, excluding national holidays.

4.0 "Emergency" shall mean a node failure, software corruption or virus infection that negatively and severely impacts business operations or will cause such impact within 48 hours if not remedied. Disruption of a rarely used service is not considered an emergency, unless the need for its use is unpredictable, and severely impacts business operations when needed. For example, complete backup failure is considered an emergency, because of the potential exposure, but failure of a few files to be backed-up is not; non-operation of a single desktop would not be considered an emergency, unless the critical nature of its function cannot be reproduced on another desktop PC.

5.0 "Emergency Support Response Plan" shall mean the Service Plan through which Neo Networking responds to Emergencies on an expedited basis. Neo Networking's response time (applicable to either on-site or remote work) shall be within two hours of call by Client. When an Emergency is detected through remote monitoring, Neo Networking will promptly notify Client. The Emergency Support Plan is available on a 7 days a week/12 hours a day or a 5 days a week/8 hours a day basis.

6.0 "Network Overview and Setup Plan" shall mean the service designed to set up remote monitoring and install Agents (owned and maintained by Neo Networking, Inc.) on Client's network. This plan requires that all monitored Nodes be accessible through the network. Accessibility of all Nodes may require network reconfiguration and will be performed at a fixed fee to be determined. Operating systems supported under this plan includes:
Servers: Windows NT, Windows Server 2000 & 2003
Desktops: Windows 95, 98, NT, 2000, XP

7.0 "Nodes" shall mean IT infrastructure equipment such as servers, workstations, switches, routers and firewalls.

8.0 "Pre-Scheduled Maintenance Service Plan" shall mean the Service Plan through which Neo Networking provides Client with specified hours per month of on site and remote maintenance and network administration. Maintenance shall be provided in four-hour increments and will be pre-scheduled on a repeating basis on days to be mutually agreed upon. Every effort will be made to keep pre-scheduled appointments. Scheduling conflicts may arise which may require engineer to leave early or reschedule to next available day. Services under this plan may include the following:

- a. Install all operating system and major Microsoft application Patches, as appropriate
- b. Install anti-virus signature file updates.
- c. Optimize Network.
- d. Review error logs and handling of network complaints filed by e-mail or phone.
- e. Check and correct the standard backup log files, ensuring all systems are being effectively backed up (to thus enable a partial or complete restoration in the event of an error or system problem).
- f. Check the servers' system event logs (application, security and system) for any abnormal events, follow-up and resolve such abnormalities.
- g. Check disk space usage and system performance monitoring to ensure current capacity thresholds are not being exceeded and analyze and report back to the Client for capacity planning purposes (items to be measured and analyzed include: CPU, Memory, hard disc drive/storage, Internet bandwidth, pool/page/swap files, input/output operations).
- h. Ensure all software patches, upgrades and data files (e.g., virus pattern files, etc.) required and recommended by the manufacturer are fully tested and implemented.
- i. Ensure all automated processes are functioning correctly (e.g., database de-fragment, Microsoft Exchange de-fragment, anti-virus automatic downloads, user login files etc.).
- j. Ensure all users are set up correctly with their own username, passwords and properties
- k. Investigate and resolve any non-urgent requests that are outstanding since the last visit/call.
- l. Check that desktops and laptops are de-fragmented, fully up-to-date with the latest anti-virus pattern/signature files and all local hard drives are "scan disked" for errors (fixed if any appear).
- m. Audit all user files (server, desktop and laptop) to ensure that the pre-defined file storage rules are being adhered to (i.e., user files are stored on the network and in the instance of laptops copies kept locally (i.e., all user data is secured from unauthorized access and data loss).

9.0 "Remote Monitoring Service Plan" shall mean the Service Plan through which Neo Networking remotely monitors Client's network on a 24 hours a day, 7 days a week basis. Neo Networking will notify Client via e-mail of anomalies (using a threshold to be determined by both parties). Neo Networking shall also provide monthly reports and semi-annual recommendations. When Remote Monitoring identifies a problem that results in an automated notification, such notification will be reviewed and corrective action will be taken under the relevant Service Plan selected by Client.

10.0 "Standard Service" shall mean service provided by Neo Networking provides to Client that is not included in a Service Plan selected by the Client.

F. BILLING AND PAYMENT

1.0 Variable Rates. *Compensation rates are established by the Service Plan to which Client agrees and/or the nature and extent of the services provided.* For all hours devoted by Neo Networking in the performance of services stipulated herein, the Client shall pay at the rates set forth in this Agreement based on time reports prepared by Neo Networking. All applicable Federal, State, or local taxes will be added to the charges provided herein.

2.0 Advance Billing. In consideration of discounted services and consulting rates, as described above, Neo Networking will invoice recurring Service Plan fees in advance, which Client will pay within 30 days of receipt. However, upon termination, Client will receive a prompt pro-rata refund of all fees paid in advance.

3.0 Past Due Invoices; Late Fees. Neo Networking personnel performing services under the terms of this contract must be timely paid; hence Neo Networking will insist on payment of all invoices within 30 business days from receipt. A service charge of 10% per month (or the maximum rate permitted by applicable law, if lower) will be assessed against past due invoices. In the event that payments are overdue by more than sixty days then Neo Networking may discontinue service under this Agreement until all overdue payments, including late fees, are remitted. Notwithstanding the foregoing, the remedies provided herein shall not be utilized by Neo Networking if invoices are past due as a result of a bona fide dispute between the parties about which Neo Networking has received prior notice.

G. RESPONSIBILITIES OF NEO NETWORKING

1.0 Services. Neo Networking will provide Client with selected Support Services.

2.0 Response Times; Service Delays. Except for delays beyond the control of, and without the fault of negligence of Neo Networking, Neo Networking will respond to the Client's service calls within the time frames set out elsewhere in this Agreement (e.g., Section E, paragraph 5.0 above) or as otherwise agreed to by both Neo Networking and Client.

3.0 Designated Contact. Neo Networking will provide the Client with a designated point-of-contact to enable Neo Networking to promptly receive notification from the Client when service is required.

4.0 Hardware Failure. Neo Networking will investigate the cause of problems, errors or queries logged by the Client's staff or via Remote Monitoring, ensuring that the Client has all the relevant details in the case of hardware failures to allow a logging of a hardware fault call with the relevant hardware support company. Duties also may involve acting as a liaison directly with the hardware support company to ensure the problem is clearly understood and resolved as soon as practically possible. Rates charged by Neo Networking for hardware trouble-shooting will depend on Client's selected Service Plan. Neo Networking will not be responsible for the costs of any hardware repairs and/or replacements.

5.0 Escalation. Escalation process is available to Emergency Service Plan subscribers only. In the event of a call being logged and not timely resolved (evaluated in consideration of the nature and extent of the problem), the problem will be referred to more senior staff within Neo Networking to resolve.

6.0 Exclusions. The following are outside the scope of this Agreement and will not be the responsibility of Neo Networking:

- a. The repair of any hardware.
- b. The repair of any damage of failure to equipment/system arising from unauthorized relocation or modification.
- c. The attachment of any device not specifically designed to function with the equipment/system.
- d. The use of the equipment/system in a manner other than it was designed for, or for services rendered impractical as a result of the attachment of any additional devices.
- e. Reconditioning or preventative maintenance identified in manufacturer's specifications.
- f. The replacement and costs associated therein of supplies required for the operation of the equipment/system including but not limited to user removable print heads, laser cartridges and fusers, ribbons, tapes, diskettes, batteries, etc., or for services required as a result of the use inferior or defective supplies.
- g. Restoring damaged or malfunctioning equipment/system to its original operating condition prior to acceptance of the network for support by Neo Networking under this or any other agreement.

H. RESPONSIBILITIES OF CLIENT

- 1.0 **Designated Contact.** Client must designate a contact(s), who has financial commitment authority, to report network problems or service issues to Neo Networking, or to schedule work.
- 2.0 **Notification.** The Client will notify Neo Networking's contact immediately upon equipment/system/system failure, unless Neo Networking notifies the Client as a result of a failure detected by Remote Monitoring.
- 3.0 **Hardware Repairs.** Client will pay the cost of all parts and/or products necessary to remedy problems on the network other than those covered by manufacturer warranty or other service agreement. Client must pay a Neo Networking engineer who responds to diagnose a possible hardware failure or to coordinate hardware repair at the time such services are rendered, whether or not there has been a hardware failure covered by a hardware warranty or service agreement.
- 4.0 **Access; Workspace.** Client will provide Neo Networking personnel with access to required system facilities to perform the agreed-upon work on a "no cost to Neo Networking" basis. Client will make knowledgeable employees available to Neo Networking and will cooperate with Neo Networking in its rendition of service hereunder. Unless specifically stated in this Agreement, Client shall also provide personnel with work space, desks, parking, and incidentals supplied at Client's facilities. The Client will provide prompt and free access to the equipment/system requiring service in order to allow Neo Networking to provide prompt service.
- 5.0 **Client Representative.** If a Client representative is not present while a Neo Networking engineer is on-site, Neo Networking shall have no responsibility for any damage or theft, direct or indirect, which occurs during such on-site visit.
- 6.0 **Unauthorized Repair.** Any attempt by Client to repair or reconfigure any equipment/system while such equipment/system is under the purview of this Agreement must be reported to Neo Networking.
- 7.0 **Relocations.** The Client agrees to notify Neo Networking prior to the removal or relocation of any equipment/system covered by Agreement if it impacts remote monitoring or possible access during an Emergency.
- 8.0 **Data.** Client is responsible for the integrity and content of Client's data.
- 9.0 **Backup.** Client shall regularly backup files on its file server(s) and user workstations (Neo Networking having verified the processes) at sufficient frequency to minimize loss in case of hardware or software failures.
- 10.0 **Software.** Client shall maintain legitimate working copies of all software pertaining to the networked environment.
- 11.0 **Software Upgrades.** Client shall cover the cost of all necessary software upgrades which are not otherwise provided free of charge by the manufacturer.

I. STANDARD TERMS AND CONDITIONS

- 1.0 **Employee Relationship.** It is expressly understood and agreed that the personnel furnished by Neo Networking to perform the services stipulated under this Agreement shall remain Neo Networking's employees or agents, and under no circumstances are such personnel to be considered the Client's employees or agents.
- 2.0 **Work; Effort; Assignments; Estimates.** It is Client's obligation to determine and to advise Neo Networking of specific project requirements. Neo Networking will use its best efforts to assist Client in meeting Client's requirements and time schedule. Neo Networking makes no estimate of cost or completion date other than as set forth herein or in a separate writing. Client understands that any such estimate does not bind Neo Networking and is provided only as a good-faith approximation base on information furnished to Neo Networking by Client. Neo Networking will update its estimates on Client's request.
- 3.0 **Modification.** This Agreement may be amended or modified only by an instrument in writing executed by both Neo Networking and Client.
- 4.0 **Non-Assignment.** Client may not assign this Agreement without Neo Networking's prior written consent.
- 5.0 **Force Majeure.** Neo Networking will not be responsible for any failure or delay in performance due in whole or in part to any cause beyond Neo Networking's control. Such delays include but are not limited to labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, manufactures shortages of materials, electrical failures, earthquakes, acts of public enemies, riots, embargoes, laws, blockages, restrictions, regulations, or order of government or any of its agencies.
- 6.0 **Governing Law.** This Agreement shall be governed by the laws of the State of California. Any litigation must be brought within the County of Los Angeles, CA.

7.0 Confidential Information. Each party may receive Confidential Information from the other. "Confidential Information" shall specifically include but is not limited to all tangible material and all written, oral, or electronically delivered information relating to the business, finances, or operations of a party or one of its clients. Such information includes, but is not limited to, any and all reports, statements, business plans and any and all of the following: licensing information, registration information, cost and pricing information, profit and revenue data, purchase and sales records, performance data, sales projections, marketing and business development information (e.g., supplier, customer and vendor lists and other business contacts). Such information also includes, but is not limited to, all intellectual property (e.g., trade secrets, trademarks, trade names, copyrights, know-how and show-how), all service or product development information (e.g., product plans or drawings, designs, models, samples prototypes, methods, formulations, ideas and theories), and all proprietary technology (e.g. software). Both parties agree to comply with all applicable state and federal laws as they relate to confidentiality of student and business records.

7.1 Use of Confidential Information. The party receiving Confidential Information may use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement and hereby agrees not to use Confidential Information for any other purpose.

7.2 Duty of Care/Standard of Care. Each party shall have a duty to protect the Confidential Information of the other using the same degree of care, but no less than a reasonable degree of care, as it normally uses in the protection of its own confidential and proprietary information. Each party shall use this standard of care to prevent the unauthorized use, disclosure, dissemination, or publication of the other's Confidential Information. This duty of care shall commence from the Effective Date and shall survive the termination of this Agreement.

7.3 Exclusions. The restrictions set forth shall not apply with respect to Confidential Information that: (a) is already available to the public; (b) becomes available to the public through no fault of the party receiving such Confidential Information, its officers, agents or employees; (c) is already known to the party receiving such Confidential Information at the time received; (d) is independently developed by the party receiving the Confidential Information without breach of this Agreement; (e) is rightfully received from a third party without a duty of confidentiality; (f) is disclosed with the prior written approval of the party who disclosed such Confidential Information; or (g) is required to be disclosed pursuant to law (but only to the extent of the required disclosure). If a party is required by a government body or court of law to disclose the Confidential Information of the other party, such party agrees to give the other party advance notice sufficient to contest the disclosure or seek a protective order.

8.0 Proprietary Rights. All original written material, including programs, files, specifications, and documentation, which are produced by Neo Networking during the course of its performance hereunder, shall be the property of Neo Networking; however, Client shall retain a perpetual right to use such material. All such material previously produced by Neo Networking, and all related patent, trade secret, and proprietary rights in all techniques and concepts created by Neo Networking are Neo Networking's proprietary software and shall remain Neo Networking's property; however, if such material is incorporated into Client's system, Client shall retain a perpetual right-to-use such material.

9.0 Waiver of Provisions. The waiver by either party of a breach of any portion of this Agreement shall not operate of be construed as a waiver of any subsequent breach and shall in no way waive the parties' rights or remedies under this Agreement or void any of the other terms or conditions of this Agreement.

10.0 Termination. Upon termination, Client shall be responsible for payment for all work performed up to the effective date of termination. An orderly phase-out schedule will be mutually created by Client and Neo Networking. Provided that Client is not in default, all Client's property, materials, and work in Neo Networking's possession, including any and all Client documents in the possession of Neo Networking which incorporate any Confidential Information shall be delivered to Client within five (5) days from the date on which services terminate.

11.0 Warranties. There are no express or implied warranties not specified herein respecting this Agreement, Neo Networking's services, or the software provided by Neo Networking under this Agreement. Neo Networking only undertakes to provide services on a best-efforts basis under Client's supervision. Neo Networking's performance of its obligations is to be measured by its best-efforts provision of services.

12.0 Claims. No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party more than one year after the cause of action has accrued, except that (i) an action for non-payment may be brought within one year after the date of last payment, and (ii) a claim for indemnity arising out of a third party claim may be brought within one year after party seeking indemnity receives notice of the third party claim.

13.0 Limitation on Liability. The parties recognize that in the event that there is an unintentional system failure that can be attributed to work performed under this Agreement, and there is damage to hardware, or there is loss of data or productivity, it would be extremely difficult to calculate the value of the loss. However, in no event shall Neo Networking's reimbursement to Client exceed the fees attributed to the effort that directly caused the failure. In no event will Neo Networking be responsible for any special indirect or consequential damages resulting from loss of use, lost profits, loss of data, lost business revenue or damages claimed against Neo Networking by Client or any third party. Further, Client shall defend indemnify and hold Neo Networking harmless from any and all third party liability, real or alleged, that results from Neo Networking providing services under this Agreement.

14.0 Representatives. All duties and obligations set forth in this Agreement apply equally to all officers, directors, employees, agents, and representatives of the parties.

15.0 Acceptance of Terms. Client acknowledges that Client has read this Agreement, understands it and agrees to be bound by its terms, and further agrees that it is a complete and exclusive statement of the agreement between the parties which supersedes all previous proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may also include associated Addenda or Exhibits as agreed to by both parties.

Neo Networking, Inc.

Client: Coastline Community College

By: _____

By: C.M. Brahmbhatt

Title: _____

Title: Vice Chancellor Administrative Services

Date: _____

Date: _____

Signature: _____

Signature: _____

EXHIBIT A

Neo Networking, Inc. Maintenance and Support

SERVICE LEVEL AGREEMENT

between

Neo Networking and _____

Date: _____ S.O. #: _____

CLIENT'S COVERED EQUIPMENT:



Agreement Between

**Coast Community
College District**

Coastline Community College/Coast Learning Systems



&

**Kendall/Hunt
Publishing Company**



to Design & Produce
Physical Geology Online Course & Textbook/Workbook

Physical Geology Across the American Landscape

This Agreement is entered into this ___ day of October 2008 (*Agreement date* will be the date this Agreement is signed by all parties and approved by the Coast Community College Board of Trustees) (*Effective Date* will be the date when the 1st payment is received by the Coast Community College District) between the *Coast Community College District* (DISTRICT), a California public educational agency, located at 1370 Adams Avenue, Costa Mesa, California 92626, and *Kendall/Hunt Publishing Company* (PUBLISHER) located at 4050 Westmark Drive, PO Box 1840 Dubuque, Iowa 52004-1840 (also individually and collectively referred to herein as "party" and "parties", respectively).

Recitals

WHEREAS, DISTRICT is producing college-level Distance Learning Course for delivery online consisting of an integrated learning system (textbook/workbook, online faculty manual, test bank, and online learning activities) to be offered as a college credit course in *Physical Geology*;

WHEREAS, DISTRICT has the technical and professional resources to produce courses, textbooks, and online learning materials, and the distribution system to market and license courses via the Internet and other emerging technologies; and,

WHEREAS, PUBLISHER creates, produces, and distributes textbooks and other instructional materials for college courses and owns or has the rights to intellectual property that would contribute to DISTRICT's development efforts; and

WHEREAS, PUBLISHER is interested in providing financial support for production of a collaboratively developed textbook and course on the subject of *Physical Geology* in consideration of the exclusive right to publish and co-market the collaboratively developed TEXTBOOK/WORKBOOK.

Terms

Accordingly, the parties mutually agree that:

1. **Definitions:**

- 1.1. PUBLISHER shall mean *Kendall/Hunt Publishing Company* (PUBLISHER) located at 4050 Westmark Drive (PO Box 1840), Dubuque, Iowa 52004-1840.
- 1.2. DISTRICT shall mean the *Coast Community College District, Orange Coast College, Golden West College, Coastline Community College, and Coast Learning Systems*, a California public educational agency located at 1370 Adams Avenue, Costa Mesa, California 92626.
- 1.3. PROJECT COURSE shall mean a college-level course in introductory *Physical Geology* to be delivered as an integrated learning system consisting of a TEXTBOOK/WORKBOOK, ONLINE FACULTY MANUAL, TEST BANK, and ONLINE LEARNING ACTIVITIES or LESSONS.
- 1.4. ONLINE LESSONS/COURSE shall mean interactive learning activities and lessons that rely solely on the use of the World Wide Web to deliver instructional lecture and mediated materials to students in conjunction with the other components of the learning systems, e.g., TEXTBOOK/WORKBOOK, ONLINE FACULTY MANUAL, TEST BANK, which may or may not be delivered electronically. The ONLINE LESSONS will consist of simulations, interactive tests, asynchronous and synchronous communication tools (chat groups, bulletin boards, and/or e-mail), audio and/or video streaming with open captioning, electronic text, hyperlinks to textual and multimedia information, search engines, etc., all combined in a manner to provide for a rigorous and dynamic course of study.
- 1.5. TEXTBOOK/WORKBOOK shall mean a two-part publication made up of a "textbook" and "workbook" and printed as one interleaved publication.
 - 1.5.1. The "textbook" portion is a comprehensive collection of detailed didactic reading, research, and information regarding *Physical Geology* with photographs and illustrations to clarify points and specific detailed subject matter information. The "textbook" will also contain a comprehensive index, glossary, and bibliography covering all aspects of information provided in the text. The "textbook" will be based on material extracted from PUBLISHER'S existing textbook *Planet Earth* and *National Parks Geology*.
 - 1.5.2. The "workbook" portion will serve as the course road map and syllabus to facilitate student learning in the absence of a traditional face-to-face classroom instructor. It gives students a starting point for each lesson, as well as directions, notes, study tips, hints, and exercises that will help them successfully navigate their way through each lesson and the course. Lessons in the "workbook" parallel the ONLINE LESSONS and outline the individual reading assignments from the "textbook" that correspond to the sequence of topics covered in each

ONLINE LESSON. The “workbook” also gives the student a place to take notes, practice, and respond to written activities, complete assignments, and practice quizzes in a printed form.

- 1.6. ONLINE FACULTY MANUAL shall mean a resource manual developed for faculty to assist them to manage and teach the course. The FACULTY MANUAL provides a detailed overview of the course; suggestions for communicating with students; checklist of tasks the instructor may wish to complete before, during, and after the course; tips for teaching the course; ideas for additional activities; such as sample syllabi that the instructor may customize; and, descriptions of techniques for providing support to students. The final portion of the faculty manual contains a test bank of objective questions, brief essay questions, and its corresponding answer key. The FACULTY MANUAL will be available in both print and electronic formats from DISTRICT.
- 1.7. TEST BANK shall mean a student assessment repository for the instructor to use in constructing quizzes, midterm, and final examinations. The TEST BANK is developed to assess student learning outcomes. The TEST BANK will be used to populate interactive tests in the ONLINE COURSE. Electronic and print versions of the TEST BANK will be available from DISTRICT.
- 1.8. AUTHORS shall mean DISTRICT and PUBLISHER authors and their respective heirs, beneficiaries, executors, trustees, and assigns.
- 1.9. EDITOR/S shall be appointed by PUBLISHER and DISTRICT from time to time at each party’s discretion.
- 1.10. NATIONAL ACADEMIC ADVISORY COMMITTEE, as used herein, shall mean the committee of academic consultants selected to guide the instructional content and pedagogical structure of the PROJECT COURSE. The NATIONAL ACADEMIC ADVISORY COMMITTEE, collectively, will act as subject matter experts for the PROJECT COURSE and course components with the advice and consent of DISTRICT’s Faculty Advisors and Instructional Development Team (membership of the NATIONAL ACADEMIC ADVISORY COMMITTEE greatly influences the marketability of the project) (*see Paragraph 3.1.6.*).
- 1.11. eTOKEN (serial number) shall mean an alpha numeric identification number provided by DISTRICT and imprinted in the combined TEXTBOOK/WORKBOOK only. These serial numbers are used to authenticate access and provide unique identifier/passwords for students as paid subscribers to the ONLINE COURSE hosted by DISTRICT.
- 1.12. COURSE WEBSITE shall mean DISTRICT Internet locations (URL) where faculty and/or students logon to use one the ONLINE COURSE and collateral electronic resources.
- 1.13. DELIVERABLES, as used herein, shall mean the actual products and services that will be designed, developed, and marketed by DISTRICT and PUBLISHER as a result of this Agreement (*Paragraph 2. Project Deliverables*).
- 1.14. PRE-EXISTING MATERIALS shall mean intellectual property (including but not limited to video tapes, texts, publications, artwork, animation, computer programs or applets, illustrations, photographs, and/or music) owned or in which the PUBLISHER and/or DISTRICT have the rights to, which existed prior to this Agreement.
- 1.15. ADVANCE, as used herein, shall mean the recoverable advance against royalties paid to DISTRICT by PUBLISHER for the design and development of the TEXTBOOK/WORKBOOK described in this Agreement (*Paragraph 4. Financing the PROJECT COURSES, Paragraph 4.3.*).
- 1.16. GRANT shall mean the refundable payment made to DISTRICT to increase and expand the study of *Physical Geology* using the collaborative developed PROJECT COURSE and TEXTBOOK (*Paragraph 4. Financing the PROJECT COURSE, Paragraph 4.3.*).
- 1.17. EXISTING TEXTBOOKS shall mean the following existing PUBLISHER textbooks:
 - 1.17.1. Plant Earth by John J. Renton (copyright Kendall/Hunt Publishing Company).

- 1.17.2. Geology of National Parks by Ann G. Harris, Esther Tuttle, and Sherwood D. Tuttle.
(copyright Kendall/Hunt Publishing Company).

1.18. AUTHOR shall mean John J. Renton.

2. Project DELIVERABLES:

- 2.1. PROJECT COURSE deliverables shall include the following components:
- 2.1.1. ONLINE COURSE – *Physical Geology Across the American Landscape* – (Completed and made available for marketing, printing, and replication eighteen (18) months from the Effective Date, of this Agreement).
 - 2.1.1.1. ONLINE LESSONS (Includes video for linear and interactive viewing, interactive activities (games, drill & instruction, diagrams, simulations, interactive flash-cards, interactive glossary, interactive links, search, interactive presentations, interactive expert Q&As, FAQs, online quizzes, exams, etc.) eTOKEN/serial number will be embedded in TEXTBOOK/WORKBOOK as control for student login access [for students]
 - 2.1.1.2. TEXTBOOK /WORKBOOK[for students]
 - 2.1.1.3. ONLINE FACULTY MANUAL
 - 2.1.1.4. TEST BANK (print and electronic version) [for faculty]
 - 2.1.1.5. ONLINE delivery – The ONLINE COURSE will be designed and produced for integrated use within the OpenSource Course Management System Moodle. A simple link file will also be developed to make the courses useable from any course management Systems.
 - 2.1.1.6. DVD/VIDEO LESSONS (Includes high quality video demonstration, case studies/examples, and expert interviews. DISTRICT will encode and create a master ready for replication. The DVD will be packaged with each TEXTBOOK/WORKBOOK for use with the ONLINE LESSONS.
 - 2.2. Sales and marketing materials including, but not limited to, brochures, flyers, direct mailings, and conference/workshop presentations.
 - 2.3. Manuscript for TEXTBOOK/WORKBOOK (Includes narrative text, illustrations/graphics, maps, photographs, index, glossary, appendices, exercises, assignments, case studies, test questions, etc.)

3. Production of the PROJECT COURSES:

- 3.1. **DISTRICT's Duties** - DISTRICT shall, at DISTRICT's sole cost and expense, except as otherwise expressly provided herein:
- 3.1.1. Be responsible for the design, development, production, and distribution of the PROJECT COURSE and all components thereof, see Paragraph 2. Project Deliverables. All products, produced by DISTRICT under this Agreement, with the exception of the TEXTBOOK/WORKBOOK, shall be copyrighted in the name of DISTRICT, with appropriate acknowledgement to PUBLISHER and subject to the non-exclusive licenses set forth in Addenda B. The TEXTBOOK/WORKBOOK shall be copyrighted in the name of the PUBLISHER and DISTRICT. All course options and collateral or supplemental course components shall be completed and made available to DISTRICT and PUBLISHER customers for use as course offerings and/or curriculum review in the academic term following completion of the project. Each component of the PROJECT COURSE shall be subject to the PUBLISHER's review in accordance with an agreed upon development and delivery schedule. PUBLISHER will have the right to review and recommend changes to the PROJECT COURSE and all components at key stages of the design and production process.
 - 3.1.2. Collaboratively research, instructionally design, and write a comprehensive and rigorous academic TEXTBOOK/WORKBOOK for the PROJECT COURSE working with the PUBLISHER's *AUTHOR*. Assist in the preparation of a manuscript, edited and proofed, and

ready for typesetting, design, and layout. Collaborate in the graphic design of the TEXTBOOK/WORKBOOK by recommending typical page layout outs, chapter titles, and sections. The TEXTBOOK/WORKBOOK will be designed to accompany the associated ONLINE COURSE. The textbook will be divided into an Introduction and fourteen (14) chapters and be organized and instructionally designed in a manner consistent with Coast Learning Systems' model course development template (see Addendum A). The combination TEXTBOOK/WORKBOOK's final manuscript, illustrations, graphics, and tables will be suitable for reproducing a high-quality loose-leaf three hole punched book of approximately five to nine hundred (500 to 900) pages in length, and subject to joint approval by PUBLISHER and DISTRICT. *Note:* Initial funding for the 'workbook' portion of the TEXTBOOK/WORKBOOK will be covered by the overall project budget set forth in *Paragraph 4. Financing the PROJECT COURSE*. Thereafter, revisions will be funded as noted in *Paragraphs 3.2.5. or 8.7.*

- 3.1.3. Collaborate with the PUBLISHER to find and license and/or, prepare illustrations, photographs, tables, and other graphic devices for the TEXTBOOK/WORKBOOK and ONLINE COURSE.
- 3.1.4. In collaboration with PUBLISHER, revise and update the TEXTBOOK/WORKBOOK and ONLINE COURSE every four (4) years commencing with the initial date of publication for the duration of this Agreement.
- 3.1.5. Provide to PUBLISHER: (i) DISTRICT's overruns of marketing and collateral materials for use by PUBLISHER's sales force, free-of-charge, not to exceed five-hundred (500) copies of each item and/or brochure and (ii) electronic versions of all marketing and collateral materials, to be used freely by PUBLISHER.
- 3.1.6. Organize and convene the NATIONAL ACADEMIC ADVISORY COMMITTEE meeting. Manage and facilitate the participation of each academic consultant. Ensure fair and equitable integration of all academic perspectives for the PROJECT COURSE. Fund the cost of NATIONAL ACADEMIC ADVISORY COMMITTEE meetings and interactions throughout the design and production process. The NATIONAL ACADEMIC ADVISORY COMMITTEE is critical to both the marketing success and pedagogical design of the PROJECT COURSE. DISTRICT will ensure that a balanced NATIONAL ACADEMIC ADVISORY COMMITTEE is selected, one which represents geographic and academic points of view. PUBLISHER will have the opportunity to recommend and name up to four (4) members of the NATIONAL ACADEMIC ADVISORY COMMITTEE. In addition, PUBLISHER may review all prospective members' qualifications. Each member selected by DISTRICT and PUBLISHER must have Academic standing and/or the appropriate professional experience commensurate with the scope and responsibility of the project.
- 3.1.7. Invite PUBLISHER AUTHOR and EDITOR/s to give advice on design, content and treatment of ONLINE LESSONS/ACTIVITIES, "workbook", and any supplementary component or option of the PROJECT COURSE. DISTRICT understands that PUBLISHER AUTHOR/s' will not be obligated to provide any such advice and that DISTRICT will not be responsible for any expenses and/or costs associated with the participation of the PUBLISHER AUTHOR/s or EDITOR/s. DISTRICT will provide copies of materials developed for the PROJECT COURSE for the review and approval of PUBLISHER as agreed in the project development schedule.
- 3.1.8. Write, publish, and make available the ONLINE FACULTY MANUAL for the PROJECT COURSE.
- 3.1.9. DISTRICT and PUBLISHER agrees to the placement of a mutually acceptable promotional statement in the ONLINE LESSON and marketing materials.
- 3.1.10. PUBLISHER and DISTRICT agree to place a mutually acceptable promotional statement in the ONLINE FACULTY MANUAL.

- 3.1.11. Develop, program, and host the ONLINE COURSE/LESSONS. Provide appropriate technical data to PUBLISHER to enable sharing and/or linking to appropriate web components and system between PUBLISHER and DISTRICT.
- 3.2. **PUBLISHER'S Duties** - PUBLISHER shall, at PUBLISHER's sole cost and expense, except as otherwise expressly provided herein:
 - 3.2.1. Arrange for PUBLISHER's AUTHOR and EDITOR/s to participate in the NATIONAL ACADEMIC ADVISORY COMMITTEE meeting and to collaborate closely with DISTRICT team designing the ONLINE COURSE and companion TEXTBOOK/WORKBOOK using EXISTING TEXTBOOKS.
 - 3.2.2. Print, publish, and offer for sale the TEXTBOOK/WORKBOOK within three (3) months of PUBLISHER's approval and acceptance of the manuscript and design for the TEXTBOOK/WORKBOOK.
 - 3.2.3. Pay to DISTRICT an author's royalty for the ONLINE COURSE (eTOKEN) of twenty-seven (\$27) dollars for each TEXTBOOK/WORKBOOK package sold as specified in *Paragraph 4.4.* of the Agreement (the *ROYALTY*) on PUBLISHER's NET SALES of the TEXTBOOK package. *NET SALES* shall mean actual collected sales (less net of returns, refunds, and exchanges). No *ROYALTY* shall be due on copies given away free-of-charge (including those copies provided to DISTRICT pursuant to *Paragraph 5.8.* hereof).
 - 3.2.4. Pay to DISTRICT TEXTBOOK/WORKBOOK sold as part of the ONLINE COURSE an author's royalty of 25% of PUBLISHER'S NET SALES on the first 2,500 TEXTBOOK/WORKBOOK packages sold in the cumulative aggregate (regardless of edition), 30% on 2,501 - 5000 - TEXTBOOK/WORKBOOKS sold, and 35% on all copies of the TEXTBOOK/WORKBOOK thereafter, e.g., over 5,000. This royalty will be offset by PUBLISHER development ADVANCE as noted in *Paragraph 4.7.* until such time as it is paid in full.
 - 3.2.5. Pay to DISTRICT an author's royalty of *seventeen (\$17)* dollars for each TEXTBOOK sold as specified in *Paragraph 4.5.* of the Agreement on PUBLISHER'S NET SALES of the TEXTBOOK when it is *NOT* used a part of the ONLINE COURSE, e.g., the eTOKEN is not reprinted and/or sold and access to the ONLINE LESSONS is not made available. This royalty will be offset by PUBLISHER development ADVANCE as noted in *Paragraph 4.7.* until such time *as it is paid* in full.
 - 3.2.6. Establish and maintain system to periodically *peer review* the TEXTBOOK/WORKBOOK and collect and evaluate unsolicited faculty and student comments regarding the currency and accuracy of content, illustrations, tables, and graphs included in the TEXTBOOK/WORKBOOK. Provide DISTRICT with detailed notes and recommendations collected via this peer review and comments system at least eighteen (18) months prior to release of a new edition.
 - 3.2.7. Provide DISTRICT a fee to cover the cost of revising and updating the TEXTBOOK/WORKBOOK's manuscript, illustrations, charts, tables, and/or photographs according to the following schedule of charges:
 - 3.2.7.1. TEXTBOOK/WORKBOOK as agreed by PUBLISHER and DISTRICT *Major Revisions* – estimated to cost over \$15,000 (as negotiated) – Major revisions are defined as revisions requiring extensive rewriting of multiple chapters and/or content/instructional changes that require the involvement of academic experts and authors and instructional designers in addition to production staff, e.g., editors, graphic artists, photographers, etc.
 - 3.2.7.2. TEXTBOOK/WORKBOOK as agreed by PUBLISHER and DISTRICT *Minor revisions* – estimated to cost under \$15,000 (as negotiated) – Editorial changes and/or reorganization of content and/or updates requiring minor rewrites that can

be accomplished by an editor or editors and with subsequent review and approval provided by instructional designers and selected academic experts and authors.

Prior to undertaking any revision, DISTRICT must collaborate with PUBLISHER in the development of a scope of work, timeline, and budget for changes. .

- 3.2.8. Keep TEXTBOOK/WORKBOOK available for sale to DISTRICT customers during the term of this Agreement
- 3.2.9. Pay AUTHOR to write and/or edit the new TEXTBOOK in collaboration with NATIONAL Academic Advisory team and DISTRICT using content and intellectual material from the EXISTING TEXTBOOKS and new material and objectives developed by DISTRICT and Academic Advisory Team.
- 3.2.10. Provided editorial, graphic design, and print production support to DISTRICT and AUTHOR to facilitated design and production of the TEXTBOOK/WORKBOOK.

3.3. **PROJECT COURSES Credits:**

- 3.3.1. On all copies of all components of the PROJECT COURSE, DISTRICT shall acknowledge PUBLISHER's financial support and development contributions to the production of the PROJECT COURSE, which acknowledgment shall be subject to review and approval, which shall not be unreasonably withheld, both in terms of form, content, and placement by PUBLISHER. The parties agree that the credit contemplated in this Paragraph shall be: (i) in the case of the ONLINE LESSONS, on screen, in the main titles (if any), on a separate card, in not less than first position with respect to other contributors or developers; and (ii) with respect to each other's components of the PROJECT COURSE, the credit shall be prominently placed and in the first portion of the product presented to the user.
- 3.3.2. On copies of marketing materials developed by DISTRICT OR PUBLISHER, for the PROJECT COURSE, DISTRICT and PUBLISHER agree to the placement of a mutually acceptable credit line. In addition, DISTRICT agrees to place a mutually acceptable credit line in the ONLINE FACULTY MANUAL. Coast Learning Systems' Marketing Department shall actively promote the use of the TEXTBOOK/WORKBOOK with the PROJECT COURSE. Neither this Agreement, nor the provisions of *Paragraph 9. Non-Competition*, preclude, limit or otherwise inhibit the development and/or use of *any* course or *any* instructional materials deemed appropriate by *individual* faculty within the DISTRICT and/or its colleges nor is this contract binding in anyway upon an individual faculty member's intellectual property rights, e.g., this contract in no way precludes, limits, or otherwise inhibits a faculty member's right to develop, market, sell, and/or give away their own intellectual property. In addition, any current and/or future labor and/or intellectual property agreements DISTRICT may have or desire to have with DISTRICT faculty and/or staff are specifically permitted and excluded from the terms of this Agreement, provided, however, that all employees, subcontractors vendors, authors, agents who perform services for DISTRICT shall have executed intellectual property assignments prior to any performance hereunder necessary for the assignment of rights to PUBLISHER in the TEXTBOOK/WORKBOOK.

3.4. **APPROVALS:**

- 3.4.1. Development of high-quality, academically sound, and rigorous ONLINE LESSONS, TEXTBOOK/WORKBOOK, ONLINE FACULTY MANUAL, and TEST BANK shall be DISTRICT's sole responsibility (with respect to content, form and production quality). PUBLISHER will have the right to review and recommend changes at key stages of the design and production process.
- 3.4.2. DISTRICT will submit manuscript for ONLINE LESSONS, completed ONLINE LESSONS, and manuscript of TEXTBOOK/WORKBOOK to PUBLISHER for review, comment, and

approval according to a schedule collaboratively developed and agreed upon in writing between the parties once development is launched. DISTRICT, in collaboration with PUBLISHER, will set reasonable deadlines consistent with the overall production timeline for the completion of reviews and notify PUBLISHER, in writing, sufficiently in advance thereof to give reasonable time to complete reviews. If PUBLISHER or DISTRICT fails to respond with respect to any material submitted to for review by a deadline established and agreed upon, the submitting party may consider such materials submitted for review fully approved and proceed with production as if full approval had been given.

- 3.4.3. If PUBLISHER disapproves of any material submitted to them for review and the parties are unable to agree on revisions that would make the material acceptable to PUBLISHER, DISTRICT shall: (1) when it is on content issues, request that the NATIONAL ACADEMIC ADVISORY COMMITTEE review the disputed materials and make the final decision which will be binding on all parties; (2) when it is a video, web, or instructional design issue, DISTRICT will make the final decisions as to form and design; and, (3) when it is a publication and/or printing issue relative to the TEXTBOOK/WORKBOOK, PUBLISHER will make the final decision as to form and design. Neither party to this Agreement shall have the right to terminate the project based solely on disputes stemming from production, content, or design issues.

4. Financing the PROJECT COURSE

- 4.1. Subject only to *Paragraphs 3.2.5.* above and 4.3. below, DISTRICT shall be solely responsible for the financing, production, and design of all components of the PROJECT COURSE. The total budget for the PROJECT COURSE is estimated to be \$700,000 (the *PROJECT BUDGET*). DISTRICT's share of the cost will be approximately \$350,000 including cash and in-kind contributions.
- 4.2. Subject to *Paragraphs 3.2.5* above, as PUBLISHER's full and complete contribution for all purposes hereunder, PUBLISHER will contribute \$150,000 cash, and approximately \$200,000 in-kind contribution (the presumed value of the right to use PUBLISHER'S intellectual property and EXISTING TEXTBOOKS).
- 4.3. PUBLISHER shall provide cash contributions to the PROJECT BUDGET as follows: \$100,000 as a Publisher's ADVANCE to be repaid from PUBLISHER's first sales of the TEXTBOOK/WORKBOOK (the *ADVANCE*) and \$50,000 as a non-recoverable GRANT to increase and expand the study of *Physical Geology* using the collaboratively developed TEXTBOOK/WORKBOOK. The ADVANCE shall be repaid as outlined in *Paragraphs 4.5* and *4.6*, but will not be refunded against the ONLINE COURSE USE FEE as outlined in *Paragraph 4.4*. The ADVANCE and GRANT shall be payable to DISTRICT as follows:
- 4.3.1. \$50,000 of the ADVANCE, payable upon the full execution of this Agreement by both parties hereto.
- 4.3.2. \$25,000 of the Advance, when four (4) ONLINE LESSONS have been completed and copies have been delivered to and approved by PUBLISHER. DISTRICT will invoice PUBLISHER one month prior to due date.
- 4.3.3. \$25,000 of the GRANT, when three (3) additional ONLINE LESSONS have been completed and copies have been delivered to and approved by PUBLISHER. DISTRICT will invoice PUBLISHER one month prior to due date.
- 4.3.4. \$25,000 of the Advance when final seven (7) ONLINE LESSONS are completed, and copies have been delivered to and approved by PUBLISHER, which approval shall not be unreasonably withheld.
- 4.3.5. \$25,000 of the GRANT when the final manuscript for TEXTBOOK/WORKBOOK has been completed and copies have been delivered to and approved by PUBLISHER, which approval shall not be unreasonably withheld.

- 4.3.6. During the term of this Agreement, PUBLISHER will provide to DISTRICT certain nonexclusive licenses (as set forth in *Paragraph 5.4.*) to intellectual property as its in-kind contribution to the project. These nonexclusive licenses will be added as addendums to this agreement. This material will include video and film-based case-studies, interviews, lecture launchers, photographs, graphics/drawings, electronic files of textbook content, student workbooks, and electronic files of test banks for the subject TEXTBOOK/WORKBOOK (such *Addenda* will be amended from time-to-time up on the mutual written agreement of the parties hereto) and owned and copyrighted by PUBLISHER (part of the PUBLISHER'S PRE-EXISTING MATERIALS).
- 4.4. PUBLISHER shall collect and pay an ONLINE COURSE USE FEE to DISTRICT of twenty-seven dollars (\$27) for each TEXTBOOK/WORKBOOK sold by PUBLISHER to support the ONLINE COURSE, e.g., use of eTOKEN as specified in *Paragraph 3.2.3.* after PUBLISHER's first publication of the TEXTBOOK/WORKBOOK. It is also understood PUBLISHER will add and collect a fee for this services to the price of the TEXTBOOK/WORKBOOK that is consider a PUBLISHER cost and not part of net revenues and not subject to recovery of the PUBLISHER's ADVANCE as described in *Paragraph 4.7.*
- 4.5. PUBLISHER shall pay a ROYALTY to DISTRICT an author's ROYALTY of 15% of PUBLISHERS NET SALES on the fist 2,500 of all TEXTBOOK/WORKBOOK packages sold (complete PROJECT COURSE package, e.g., TEXTBOOK/WORKBOOK with eTOKEN) in the cumulative aggregate (regardless of edition), 20% on 2,501-5000 - TEXTBOOK/WORKBOOKs sold, and 25% on all copies of the TEXTBOOK/WORKBOOK thereafter, e.g., over 5,000. This royalty will be offset by PUBLISHER development ADVANCE as noted in *Paragraph 4.7.* until such time as it is paid in full.
- 4.6. Pay to DISTRICT an author's royalty of seventeen (\$17) dollars for each TEXTBOOK sold when it is not used a part of the ONLINE COURSE, e.g., the eTOKEN is not reprinted and/or sold and access to the ONLINE LESSONS are not available. This royalty will be offset by PUBLISHER development ADVANCE as noted in *Paragraph 4.7.* until such time as it is paid in full.
- 4.7. DISTRICT shall be entitled to receive author's ROYALTIES as described in *Paragraph 4.5* and *4.6* only after the entire ADVANCE (\$100,000) paid to DISTRICT is recouped by PUBLISHER.
- 4.8. PUBLISHER shall, prepare semi-annual statements for all ROYALTIES due DISTRICT as of May 31 and November 30 of each year and shall render such statement and make payment of any amount due thereon in accordance with *Paragraph 3.2.3.* thirty-days (30) thereafter. PUBLISHER will maintain all records regarding its sales of the TEXTBOOK/WORKBOOK package for a period of two (2) years from the date of the sales.
- 4.9. DISTRICT will place into an escrow account ten percent (10%) of net student/license fees collected after calculation and payment of PUBLISHER's royalties for the term of this Agreement. Escrow funds retained by DISTRICT will be used to administer, host, maintain, update, and/or revise online and/or interactive components for the courses and/or to develop additional collateral components DISTRICT believes is appropriate. DISTRICT and PUBLISHER shall have the right to agree to special use of the Escrow funds for marketing purposes that mutually benefit the DISTRICT, PUBLISHER, and PROJECT COURSE sales. When this Agreement ends and/or is terminated, DISTRICT will dissolve Escrow account and expend remaining funds at its discretion.
- 4.10. Upon thirty-days (30) - notice to PUBLISHER by DISTRICT, PUBLISHER shall allow DISTRICT, at DISTRICT's sole expense, to inspect PUBLISHER's books and records as they relate to sales of the TEXTBOOK/WORKBOOK. Any such information reviewed or obtained by DISTRICT in the course of such inspection shall be deemed CONFIDENTIAL INFORMATION for purposes of this Agreement. Said inspection shall take place during normal business hours at a location reasonably acceptable to PUBLISHER. PUBLISHER may require the person performing such review to sign a reasonable nondisclosure agreement.

5. **Distribution Rights/Licenses:**

- 5.1. Subject only to credit obligations of *Paragraph 3.3.*, DISTRICT shall, set the price, market, advertise, and distribute the PROJECT COURSE and/or derivatives thereof (excluding the TEXTBOOK and STUDENT WORKBOOK/COURSE GUIDE and subject to Paragraph 5.2) through its distribution system throughout the world in such a manner as DISTRICT deems appropriate.
- 5.2. PUBLISHER shall distribute the TEXTBOOK and set price, market, advertise, and promote sales throughout the world in such manner and extent as PUBLISHER determines in its sole discretion.
- 5.3. PUBLISHER hereby grants to DISTRICT, during the term of this Agreement (and subject to any other limitations expressed herein), a limited, non-exclusive, worldwide, royalty free, nontransferable and nonsublicensable right to use the PUBLISHER's PRE-EXISTING MATERIALS listed in Addenda B solely in connection with the PROJECT COURSE. This license shall automatically expire upon termination or expiration of this Agreement after which DISTRICT shall have no continuing or further rights in or to PUBLISHER's PRE-EXISTING MATERIALS.
- 5.4. PUBLISHER shall provide free-of-charge subject to availability in inventory to DISTRICT twenty-five (25) copies of the EXISTING TEXTBOOKS and multimedia materials, if any, on *Geology* that PUBLISHER owns that DISTRICT can use to assist in creating products and materials needed for the PROJECT COURSE and collateral components as provided for in *Paragraph 2: PROJECT COURSE DELIVERABLES*. PUBLISHER grants DISTRICT, nonexclusive, non-transferable, worldwide, royalty free, licenses to incorporate portions of PUBLISHER EXISTING TEXTBOOK and other such intellectual property (i.e., video, audio, multimedia materials, etc.) into PROJECT COURSE for the life of this Agreement. As appropriate, PUBLISHER and DISTRICT will amend *Addenda B* of this Agreement which lists rights and limitations for each item (illustration, photograph, video tapes, interactive activity, etc.) licensed by DISTRICT for use in the PROJECT COURSE. Licenses granted by PUBLISHER as Addenda to this AGREEMENT shall automatically expire upon termination or expiration of this Agreement. As a result, DISTRICT shall have no continuing right to PUBLISHER pre-existing intellectual materials unless they have substantially remade and/or revised such material as to make it a new and unique derivative of the original. DISTRICT agrees to provide specific credit in each online lesson and/or collateral products to acknowledge PUBLISHER's contribution of said licensed material. Said credit shall be subject to PUBLISHER's review and approval, which shall not be unreasonably withheld.
- 5.5. DISTRICT grants to PUBLISHER, for the term of this Agreement, the exclusive right to reproduce, publish, distribute, display, and sell, in all media, known, or unknown, including electronic media, the TEXTBOOK/WORKBOOK, in all languages throughout the world. PUBLISHER shall not sell TEXTBOOK or TEXTBOOK/WORKBOOK as part of a directly competitive course for credit in K-12 or higher education without DISTRICT's written agreement. .
- 5.6. Upon request by DISTRICT, PUBLISHER shall, subject to availability in inventory, provide DISTRICT, at no charge, up to two hundred and fifty (250) copies of TEXTBOOK/WORKBOOK in increments of twelve (12) following an initial delivery of twenty-five (25) copies for promotional purposes. DISTRICT may not resell any of the gratis copies of the TEXTBOOK/WORKBOOK provided to DISTRICT pursuant to this Paragraph.
- 5.7. Notwithstanding anything to the contrary in this Agreement, PUBLISHER shall have the right to determine in its sole discretion that it is in PUBLISHER's interest to suspend or terminate publication or distribution of TEXTBOOK/WORKBOOK prior to the termination of this Agreement, whereupon DISTRICT, provided it has not materially breached the Agreement, will have the right for the full original ten-year (10) term, plus five years to meet client needs, of this Agreement to (i) market and sell the PROJECT COURSE and related course components, including without limitation the TEXTBOOK/WORKBOOK and PUBLISHER PRE-EXISTING MATERIAL incorporated therein and (ii) publish and distribute and/or have published and distributed the TEXTBOOK/WORKBOOK , all as the DISTRICT deems appropriate in its sole discretion and with further compensation or obligation to PUBLISHER provided in *Paragraph 3.1.13*. At the end of this Agreement and/or because of termination by PUBLISHER, copyright for the TEXTBOOK/WORKBOOK will be assigned to DISTRICT upon request, excluding right to any PUBLISHER's preexisting intellectual

property. In the event PUBLISHER terminates this Agreement pursuant to this paragraph 5.7, DISTRICT and PUBLISHER shall be entitled to receive all earned royalties otherwise due to them as of the date of the termination, and DISTRICT may retain without offset all ADVANCES and GRANTS received by DISTRICT described in *Paragraph 4*.

- 5.8. Notwithstanding anything to the contrary in this Agreement, DISTRICT shall have the right to determine in its sole discretion that it is in DISTRICT interest to suspend or terminate marketing and distribution of the PROJECT COURSE prior to the termination of this Agreement, whereupon PUBLISHER, provided it has not materially breached the Agreement, will have the right for the full original ten-year (10) term, plus five years to meet client needs, of this Agreement to (i) market and sell the PROJECT COURSE and related course components, including without limitation the ONLINE COURSE, ONLINE FACULTY MANUAL, TEST BANK, and TEXTBOOK/WORKBOOK (ii) host and distribute and/or have hosted and distributed the ONLINE components, all as the PUBLISHER deems appropriate in its sole discretion and with further compensation or obligation to DISTRICT provided in *Paragraph 3.1.13*. At the end of this Agreement and/or because of termination by DISTRICT, copyright for the ONLINE COURSE will be assigned to PUBLISHER upon request, excluding right to any DISTRICT preexisting intellectual property and/or proprietary software code which would disclose and/or jeopardize DISTRICT's business interests. In the event DISTRICT terminates this Agreement pursuant to this *Paragraph 5.8*, DISTRICT and PUBLISHER shall be entitled to receive all earned royalties otherwise due to them as of the date of the termination, and DISTRICT will be required to pay in full any unpaid ADVANCES against royalties described in *Paragraph 4*.

6. Additional Product Joint Development

- 6.1. If DISTRICT and PUBLISHER mutually agree that derivative products not discussed herein are desirable and in the best interest of all parties, they may elect to develop a new agreement for such, with development and marketing costs to be shared as mutually agreed, and with revenues to be shared in proportion to the cash and in-kind contributions of the parties.

7. Program Revision

- 7.1. DISTRICT will update (pursuant to *Paragraph 3.1.4*) and maintain the TEXTBOOK/WORKBOOK, and ONLINE FACULTY MANUAL during the term of this Agreement. PUBLISHER will fund revisions to the TEXTBOOK/WORKBOOK as discussed in *Paragraph 3.2.5*. DISTRICT will fund changes to ONLINE FACULTY MANUAL and collateral marketing materials used by DISTRICT to promote the PROJECT COURSE. Revisions to ONLINE COURSE will be funded by DISTRICT from the escrow account established by DISTRICT for this purpose as noted in *Paragraph 4.5*.

8. Term of Agreement; Termination; Effect of Termination:

- 8.1. This Agreement shall be effective when signed by all parties (Agreement Date) and DISTRICT is in receipt of the first payment (Effective Date) according to *Paragraph 4.3.1*.
- 8.2. If DISTRICT fails to deliver to PUBLISHER, the manuscript for the TEXTBOOK/WORKBOOK, as approved by PUBLISHER, and/or fails to make the PROJECT COURSE, as approved in writing by PUBLISHER, generally available as course offerings as described herein eighteen (18) months from the Effective Date, DISTRICT shall be considered to be in material breach of the Agreement, and PUBLISHER may at any time thereafter give notice of termination of this Agreement. In addition to all other remedies available to PUBLISHER in equity or law, PUBLISHER shall be entitled to a refund of all amounts paid pursuant to 4.3 and all subparts thereof in the event of a material breach of the Agreement by DISTRICT.
- 8.3. Either party has the right to terminate this Agreement if there is an event of default (as defined in *Paragraph 16*) by the other party.

- 8.4. To the extent that PUBLISHER terminates this Agreement pursuant to *Paragraphs 8.2, 8.3, or 17*, and upon the giving of such notice by PUBLISHER to DISTRICT, DISTRICT shall promptly repay PUBLISHER any and all ADVANCES and GRANTS received by DISTRICT described in *Paragraph 4. Financing the PROJECT COURSE*. The DISTRICT is under no obligation to repay any GRANTS to PUBLISHER once PROJECT COURSE has been completed and made available as a course offering.
 - 8.5. An event of force majeure is defined herein as an act of God; terrorism, earthquake, flood, fire, energy shortage, lockout, strike, or other labor dispute; riot or civil commotion; act of public enemy; and/or other cause of a similar nature beyond the control of DISTRICT. In the event of delay from such cause, the completion dates for the ONLINE LESSONS may be postponed to the extent of any delay resulting therefrom, but no longer than twelve (12) months, after which PUBLISHER or DISTRICT may terminate the Agreement. Upon such termination, DISTRICT shall promptly repay PUBLISHER any and all ADVANCES received by DISTRICT described in *Paragraph 4. Financing the PROJECT COURSE* subject to the limitations of repayment as described in *Paragraph 8.4. above*.
 - 8.6. This Agreement shall remain in effect for ten (10) years from the date of the initial publication of the TEXTBOOK/WORKBOOK unless earlier terminated pursuant to *Paragraph 8.2 or 8.3*. This Agreement will automatically renew in one (1) year increments for an additional seven (7) years unless terminated in writing by PUBLISHER or DISTRICT at least three (3) months prior to the beginning of the renewed one-year term.
 - 8.7. Every two (2) years while this Agreement is in effect, DISTRICT and PUBLISHER will consult to determine whether one or all of the course options and component parts of the course need a major update or revision (this paragraph excludes provision for updating TEXTBOOK/WORKBOOK discussed in *Paragraph 3.2.5.1.* and DISTRICT's commitment to ongoing minor revisions discussed in *Paragraph 3.2.5.2.*). If, after such consultation, it is determined that updates or revisions are appropriate, DISTRICT and PUBLISHER will develop a budget concerning cost sharing and timeline for completion of work.
 - 8.8. At the termination of this Agreement, if PUBLISHER or DISTRICT decides a replacement course is necessary, it will so notify the other party and enter into negotiations towards a new agreement. If PUBLISHER or DISTRICT are unable to negotiate an agreement on terms mutually acceptable to underwrite the necessary cost for the new course, either party will have the right to seek other participation to support development of a new course, provided that neither shall enter into a contract with any other party for a new course upon terms less favorable than those offered the other party within six (6) months after the termination of this Agreement.
 - 8.9. Upon expiration or termination of this Agreement, PUBLISHER shall return to DISTRICT all digital/video masters and/or shall certify that all masters have been destroyed, and DISTRICT shall return to PUBLISHER all digital/video masters, and/or photographs and/or shall certify that all masters have been destroyed; provided, however, that PUBLISHER shall have the continuing right to use such PROJECT COURSE materials contained in any PUBLISHER product developed or published before the termination or expiration of this Agreement. None of the parties to this Agreement shall have any continuing or ongoing rights to distribute, display, reproduce, publish, or modify the other party's content; provided, however, PUBLISHER shall in its sole discretion have the right to indefinitely continue marketing, selling and distributing TEXTBOOK and TEXTBOOK/WORKBOOK subject to the payment of royalties to DISTRICT specified in *Paragraph 3.2.1.*
9. **Non-Competition**
- 9.1. During the term of this Agreement, COAST LEARNING SYSTEMS shall not recommend the use of any textbook other than the TEXTBOOK/WORKBOOK for use with any of the PROJECT COURSE OPTIONS.
 - 9.2. During the term of this Agreement, COAST LEARNING SYSTEMS (CLS) shall not produce, promote, distribute, sell, or license to other colleges and/or universities any course that serves as an

introductory college-level course in Physical Geology without PUBLISHER's agreement other than the PROJECT COURSE. This provision excludes any preexisting agreements and/or courses CLS and/or PUBLISHER have already developed and/or in the process of developing.

- 9.3. This agreement does not preclude the development and/or use of any course or instructional materials by faculty within the DISTRICT and/or its colleges nor is this contract binding in anyway upon an individual faculty member (excluding the AUTHORS) intellectual property rights, e.g., this contract in no way precludes and/or inhibits a faculty member's right to develop, market, sale, give away, etc., their own intellectual property.
- 9.4. Should PUBLISHER or DISTRICT decide that a competing course or courses is desirable, it will submit to the other party a proposal for the joint development of said course/s before entering into any discussions with respect thereto with any other party. If either party wishes to participate in the new course/s, it will so notify the other within sixty (60) days after the submission of the proposal, whereupon PUBLISHER and DISTRICT will enter into negotiations towards an agreement to develop the new course/s. If either party does not notify the other within such sixty-day (60) period, or if PUBLISHER and DISTRICT are unable to negotiate an agreement on terms mutually acceptable to underwrite the necessary cost for the new course/s, either party will have the right to seek third party participation to develop the competing course/s, provided that neither DISTRICT nor PUBLISHER shall (a) in any event enter into a contract with any other party for competing course/s upon the same terms or upon terms less favorable than those offered to the other (b) enter into such a contract on terms more favorable than those offered without giving the other party an option to enter into a contract as favorable as that offered by third party; such further options shall be exercised by giving notice to the other party at any time within sixty (60) days of the offer.

10. Ownership and Copyright

- 10.1 PUBLISHER and DISTRICT agree that DISTRICT and PUBLISHER shall hold jointly any and all rights in and to, and flowing from, the ONLINE COURSE and TEXTBOOK/WORKBOOK) including, but not limited to, any and all copyrights, trademarks, and trade names throughout the world for the term of this agreement subject to the non-exclusive licenses granted DISTRICT or PUBLISHER to the other.
- 10.2 PUBLISHER shall own any and all rights, including all copyrights, in and to PUBLISHER PRE-EXISTING MATERIAL and no rights of any nature whatsoever are being granted to DISTRICT hereunder with respect to the same, other than those discussed herein.
- 10.3 DISTRICT shall own any and all rights, including without limitation all copyright and other intellectual property rights, in and to DISTRICT PRE-EXISTING MATERIAL and no rights of any nature whatsoever are being granted to PUBLISHER hereunder with respect to the same, other than those discussed herein.
- 10.4 Upon termination of this agreement (other than default and/or early termination at the convenience of either part as discussed in Paragraph 5.7 any and all exclusive rights to the TEXTBOOK, including copyright will revert to PUBLISHER. Exclusive rights to and in the WORKBOOK and ONLINE COURSE will revert to DISTRICT. Notwithstanding anything to the contrary in this Agreement, both DISTRICT and PUBLISHER will have a non-revocable right in perpetuity to create and copyright derivatives of the TEXTBOOK, WORKBOOK, and ONLINE COURSE excluding the use of and/or rights to licensed and/or third part materials.

11. Warranties and Representatives

- 11.1 PUBLISHER and DISTRICT represent and warrant to each other that DISTRICT and PUBLISHER have the right and power to enter into this Agreement and perform the services required hereunder and that entering into and performance of its obligations under this Agreement does not and will not conflict with any agreement or understanding to which PUBLISHER or DISTRICT is or becomes a party during the term of this Agreement.

- 11.2 DISTRICT represents and warrants to PUBLISHER that DISTRICT is an educational institution duly organized and validly existing in good standing under the laws of the State of California and has the power, authority, and legal right to execute this Agreement and perform the services required of it hereunder.
- 11.3 With respect to the PROJECT COURSE, DISTRICT represents and warrants to PUBLISHER that for copyright and all other purposes, DISTRICT shall be the sole author thereof and the exclusive proprietor of rights thereto. Further, except for material for which acknowledgments to other sources are provided (and for which permissions are obtained by DISTRICT, where necessary), DISTRICT warrants that the TEXTBOOK/WORKBOOK and PROJECT COURSE shall be original, except as licensed for use by PUBLISHER, shall never before have been published and shall not be in the public domain in the U.S. and shall not infringe any copyright or proprietary right or any other right of any third party; that no materials created by DISTRICT shall contain material that is libelous or in violation of any right of privacy or any other right of any party or be otherwise in contravention of law.
- 11.4 With respect to PUBLISHER owned materials licensed to DISTRICT, PUBLISHER represents and warrants to DISTRICT that PUBLISHER is the sole copyright owner thereof and the exclusive proprietor of rights thereto; except for material for which acknowledgments to other sources are provided (and for which permissions were obtained by PUBLISHER as necessary).

12. Confidential Information

- 12.1.1. "Confidential Information" shall mean, with respect to a party hereto, all information or material which (i) gives that party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that party; or (ii) which is either (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking or (B) known by the parties to be considered confidential and proprietary. None of the parties to this Agreement shall have any obligation with respect to confidential information which: (i) is known or used by the receiving party prior to disclosure by the disclosing party; (ii) either before or after the date of the disclosure by the disclosing party is disclosed to the receiving party by a third party under no obligation of confidentiality to the disclosing party; (iii) either before or after the date of the disclosure to the receiving party becomes published or generally known to the public through no fault of the receiving party; (iv) is independently developed by the receiving party; (v) is required to be disclosed by a final order of a court of competent jurisdiction; or (vi) is otherwise required to be disclosed by applicable law following reasonable notice to the disclosing party. All parties agree to hold each other's Confidential Information in strict confidence. All parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than as specified in this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information of the other party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement. Each party's Confidential Information shall remain the sole and exclusive property of that party. Each party acknowledges that any use or disclosure of the other party's Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the other party. Accordingly, each party hereby agrees that in the event of such unauthorized use or disclosure, the owning party may be entitled to equitable relief as granted by any appropriate judicial body, which shall be in addition to, and not in lieu of or otherwise limit, any and all other remedies available at law.

13. Assignment

- 13.1 Parties to this Agreement may, upon written notice to the other parties, assign this Agreement in whole or in part to an affiliate or to any person, firm, or corporation that succeeds to all, or substantially all, of the assets of such party or of such party's business of publishing college-level *Geology* textbooks (in the case of PUBLISHER) or producing college-level COURSES (in the case of DISTRICT), or, in the case of PUBLISHER, to an affiliate or to any party to whom the copyrights in PRE-EXISTING

MATERIALS are assigned, provided that in any such event such assignment: (i) is in writing, and (ii) states that the assignee is accepting all obligations of DISTRICT or PUBLISHER (as applicable) under this Agreement and agrees to be bound by and discharge the Agreement's terms, conditions, and obligations as if it were the original party hereto. Notwithstanding the foregoing, none of the parties to this Agreement shall assign this Agreement to a direct competitor of the other party. This Agreement and the provisions hereof shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their successors and permitted assigns. The assigning party will give the other prompt written notice of assignment. Except as provided herein, this Agreement may not be assigned without the prior written consent of the other parties, which consent may be withheld by the other parties in its reasonable discretion. Any assignment in violation of this *Paragraph 13* shall be deemed null and void.

14. Delegation and Subcontracts

- 14.1 Parties to this Agreement may delegate any or all of its obligations hereunder provided that it remains responsible for the performance thereof. DISTRICT and PUBLISHER agree to notify each other in writing, within ten (10) business days, of any action or suit filed, or of any claim against parties of this Agreement, in writing by, any entity to which they delegated duties or by any subcontractor, which may result in litigation related in any way to this Agreement.

15. Whole Agreement/No Waiver of Breach

- 15.1 This Agreement contains the entire understanding of DISTRICT and PUBLISHER with reference to the PROJECT COURSE and related components; there are no representations, covenants, or warranties other than those expressly stated herein. No waiver or modification of any of the terms hereof shall be valid unless stated in writing and signed by all parties. No waiver of any breach shall be deemed a waiver of any subsequent breach.

16. Indemnity

- 16.1 Each party shall defend, indemnify, and hold harmless the other party from all damages, expenses, costs, and charges (including reasonable counsel fees), resulting from any third-party suits, proceedings or claims asserted against the other party arising out of (i) the indemnifying party's breach or alleged breach of any of the representations or warranties made by it hereunder; (ii) any alleged violation of proprietary right or copyright, or by reason of any alleged libelous, unlawful, or otherwise injurious material by the indemnifying party or (iii) the indemnifying party's willful misconduct.
- 16.2 Promptly, after receipt by a party claiming indemnification under this *Paragraph 16* of notice of the commencement of any action, such indemnified party will notify the indemnifying party of the commencement of the action and generally summarize such action. The indemnified party will have the right to defend the action with counsel of its own choosing. The indemnifying party will have the right to participate in the defense at its own expense. The indemnified party may withhold any payments due, or to become due to the other parties hereunder, pending final resolution of such action and/or apply any such payments to the reduction of the indemnifying party's obligations under this *Paragraph 16*.
- 16.3 The warranties, representation, and indemnity contained in *Paragraph 11* and this *Paragraph 16* will survive the expiration or termination of this Agreement for any reason.

17. Default

- 17.1 Each of the following events is an "event of default:"
- 17.1.1 A party commits a material breach of any representation, warranty, covenant or agreement made by it hereunder or otherwise fails to perform any of its material obligations hereunder and fails to cure such breach within thirty (30) days from the effective date of notice in the

case of a failure to make any payment when due hereunder, or within 60 (or such longer cure period as may be agreed to in writing by the non-defaulting party) days after having received written notice from another party to perform any other material breach provided, however, that if such cure is reasonably capable of being performed, but not of being performed within 60 days, it will not constitute an event of default as long as the breaching party promptly commences to cure and thereafter proceeds diligently and continuously to cure.

- 17.1.2 If (a) a party becomes insolvent, or (b) if application, petition, or proceeding is made or begun by or against it or its property involving or relating to insolvency, bankruptcy, reorganization or liquidation, receivership or assignment for the benefit of creditors and is not dismissed within ninety (90) days, or (c) if a party ceases to be actively engaged in the business of book publishing, academic course development and distribution, in each case without first having arranged for the performance of its duties hereunder by an assignee or delegee permitted pursuant to *Paragraph 13 or 14* hereof.

18. Choice of Law

- 18.1 This Agreement is to be governed by and interpreted in accordance with the laws of the State of California, without regard to the conflict of laws principles thereof. If any action is brought arising out of this Agreement, including but not limited to any claim for breach of the same, interpretation of the same, cancellation or specific performance, said action shall be brought by DISTRICT in the appropriate court in Dubuque County, Iowa or the appropriate federal district court in which Dubuque, Iowa is located and by PUBLISHER in the appropriate court in Orange County, California or the appropriate federal district court in which Fountain Valley, California is located.

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(Notices and Signature page follows)

19. Notices

19.1 Any notices to be given hereunder by parties of the agreement to others shall be in writing and may be affected by personal delivery, by commercial air express delivery service or by mail, registered or certified, postage prepaid, with return receipt requested. All notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed given as of the actual receipt; air expressed notices shall be deemed given on the next business day after pickup by or delivery to the delivery service; mailed notices will be deemed given as of ten (10) days after mailing.

For Vice Chancellor, Office of
DISTRICT: Administrative Services
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

With a Administrative Dean,
copy to: Office of Instructional Systems
Development/Coast Learning Systems
Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708

For David L. Tart, Vice President
PUBLISHER: College Division
Kendall/Hunt Publishing Company
4050 Westmark Drive
Dubuque, Iowa 52004-1840

With a Paul B. Carty, Director
copy to: National Book Program
Kendall/Hunt Publishing
4050 Westmark Drive
Dubuque, IA 52002

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year specified below.

Coast Community College District

By: _____
C.M. Brahmhatt,
Vice Chancellor of Administrative Services

Dated:

Kendall/Hunt Publishing Company

By: _____
David L. Tart, Vice President
College Division

Dated:

APPROVED AS TO LEGAL REQUIREMENTS

Milford W. Dahl, Jr., Counsel
Coast Community College District

Date: _____



Addenda A

Model Course Template

Course Contents/Syllabus

- ❑ Syllabus – List of course prerequisites, requirements, resources, etc. (1 per Course).
- ❑ Letter of Agreement/Learner Contract – Written promise from students to satisfy course requirements (1 per Course – Existing/Generic).
- ❑ Instructor Information (1 per Course – Existing/Generic).
- ❑ Tips for Online Learning – General orientation for novice distance learners (1 per Course – Existing/Generic).
- ❑ Tips for Success – Course specific study strategies to help students succeed in the course (1 per Course).
- ❑ Important Dates/Calendar – Chronology of assignment deadlines and other events (1 per Course).
- ❑ Important Contact Information – Listing of important instructional and technical support telephone numbers, email addresses, and physical addresses for students to request support and/or resolve problems (1 per Course – Existing/Generic).
- ❑ Course Map & Components – Description of media used in the course (1 per Course).
- ❑ Course Announcements/Discussion Forum – Electronic bulletin board for student questions (1 per Course).

Course Introduction

- ❑ Course Introduction/Overview – General introduction to the course (1 per Course).
- ❑ Course Goals, Objectives, & Learning Outcomes – Instructional goals for the course (1 per Course).
- ❑ Schedule of Assignments – List of all assignments for the course in sequence (1 per Course).
- ❑ Class Project Information – Capstone project that requires a student to demonstrate all of the concepts, skills, etc., learned in the course (1 per Course).
- ❑ Midterm Exam Information – Description of the exam, e.g., what it covers and what to study to successfully pass the exam (1 per Course).
- ❑ Final Exam Information – Description of the exam, e.g., what it covers and what to study to successfully pass the exam (1 per Course).
- ❑ Course Pre-test – Comprehensive pre-test that allows students to test their knowledge of what will be covered in the course. Intended to help students understand the range and complexity of concepts covered (1 per Course; taken from topic practice activities/drills).

Lessons (14 Total)

Lesson Introduction

- Lesson Map/Learning Activities List/Breakdown – Brief introduction or “advance organizer” for the lesson (1 per lesson/total of 14).
- Lesson Introduction/Overview – General introduction to the lesson (1 per lesson/total of 14).
- Lesson Pre-test – Brief assessment of student knowledge of lesson content (1 per lesson/total of 14).
- Terminal/Lesson Objective (Lesson Topics) – Specific learning objectives for the lesson (3 per lesson/total of 42).
- Case-Based/Application Activity (1 per lesson/total of 14).
- Learning simulation, etc./Problem Solving Activity – Hypothetical problems, simulations and case studies (1 per lesson/total of 14).

Topics (3 for each lesson)

Topic Introduction

- Reasons to Learn – Information and methods to motivate students plus a short list of questions to stimulate student interest (2 per Terminal Objective/6 per lesson/total of 84).
- Enabling/Topic Objective (2 per Terminal Objective/6 per lesson/total of 84).
- Key Terms – Glossary, theories, principles, etc. – Alphabetical database of terms, definitions, and examples (3 per Terminal Objective/9 per lesson/total of 126).

- Links/Web Resources – Internet sites with information on the lesson topic (3 per Terminal Objective/9 per lesson/total of 126).
- Things to Remember – Short list of questions to stimulate student interest (2 per Enabling Objective/12 per lesson/total of 168).

Topic Content Presentation

- Slides Presentation/Lecture (graphic/photo & text) – Audio, video or text-based lecture for the lesson (5 per Terminal Objective – images/15 per lesson/total of 210).
- Audio/script for Slides (3 minutes) per slide/45 minutes per lesson/total of 630 minutes).
- Lesson Examples (1 per Terminal Objective/3 per lesson/total of 42).
- Textbook Reading (description & assignment) – Assigned reading from a traditional or electronic text (1 per Enabling Objective/6 per lesson/total of 84).
- Suggested Reading (description & assignment) – Supplemental reading from traditional books or articles (1 per Enabling Objective/6 per lesson/total of 84).
- Worked Examples – Worked-out solutions to problems using key lesson concepts (1 per Enabling Objective/6 per lesson/total of 84).
- Study Tips – Suggested cognitive strategies to help students learn lesson content (1 per Enabling Objective/6 per lesson/total of 84).
- Assignments – Detailed description of assignments and evaluation criteria. Opportunity to use lesson content to perform "real world" tasks (1 per Terminal Objective/3 per lesson/total of 42).

Topic Feedback/Discussion

- Video Expert Interviews/FAQ's (3 per Enabling Objective based on interview questions/18 per lesson/total of 252).
- FAQ – Frequently asked questions and answers students have in this lesson (3 per Enabling Objective; can also be used as flash cards/18 per lesson/total of 252).
- Check Point/Learning Hint (2 per Enabling Objective/12 per lesson/total of 168).
- Feedback (Covers all interactive questions, also part of flash cards/total of 840).
- Discussion/Collaboration Activities – Project work designed for small groups of students & prompted questions on key topics for "virtual" class discussion (1 per Assignment/3 per lesson/total of 42).
- Journaling/Reflection Activity – Prompted questions for personal journal writing & essays on key topics to encourage elaboration (1 per Assignment/3 per lesson/total of 42).
- Research Activity/Web Hunt – Short Internet research projects (1 per Assignment/3 per lesson/total of 42).

Topic Practice

- Crossword &/or Game – Crossword puzzles, interactive scenarios, role-playing, etc. (1 per Terminal Objective/3 per lesson/total of 42).
- Quiz, T&F – True & False questions covering learning objectives (10 questions per Terminal Objective/30 per lesson/total of 420).
- Quiz, Multiple Choice – Multiple Choice and/or matching questions covering learning objectives (10 questions per Terminal Objective/30 per lesson/total of 420).
- Short Essay – Short answer/essay questions (1 question per Terminal Objective/3 per lesson/total of 42).
- Flash Cards – Online tools to help students memorize key terms and definitions (4 per Enabling Objective using glossary & quizzes/24 per lesson/total of 336).

Topic Assessment & Evaluation

- Topic Review – Study checklist to help students focus on their review (1 per Terminal Objective/3 per lesson/total of 42).
- Topic Quiz (1 per Terminal Objective randomized from quizzes/3 per lesson/total of 42).

Lesson Assessment & Evaluation

- Lesson Summary (1 per lesson/total of 14).
- Lesson Review – Brief wrap-up to highlight important content (1 per lesson/total of 14).
- Lesson Test (1 per lesson randomized from quizzes/total of 14).

Course Summary Assignments & Review

- ☐ Summary Case Study (1 per Course).
- ☐ Course Summary (1 per Course).
- ☐ Course Review (1 per Course).
- ☐ Course Project (1 per Course).
- ☐ Research Paper (1 per Course).

Lesson Practice Room

- ☐ Combination of all Lesson Feedback & Discussions (1 per lesson/total of 14).
- ☐ Combination of all Lesson Practice (1 per lesson/total of 14).
- ☐ All Lesson Worked Examples – Worked-out solutions to problems using key lesson concepts (1 per Enabling Objective/6 per lesson/total of 84).
- ☐ All Lesson Study Tips – Suggested cognitive strategies to help students learn lesson content (1 per Enabling Objective/6 per lesson/total of 84).

Course Assessment

- ☐ Midterm Exam – Multiple Choice & T&F Questions (1 per Course/randomized from quizzes).
- ☐ Final Exam – Multiple Choice & T&F Questions (1 per Course/randomized from quizzes).
- ☐ Final Exam – Essay (1 per Course).

COURSE REVIEW TOOLS

Course Practice Room

- ☐ Combination of all Course Feedback & Discussions (1 per Course).
- ☐ Combination of all Course Practice (1 per Course).
- ☐ All Course Worked Examples – Worked-out solutions to problems using key lesson concepts (1 per Enabling Objective/6 per lesson/total of 84).
- ☐ All Course Study Tips – Suggested cognitive strategies to help students learn lesson content (1 per Enabling Objective/6 per lesson/total of 84).

Study/Review Matrix (Combination of materials developed for each lesson)

- ☐ Reviews (All Reviews consolidated)
- ☐ Check Points (All Check Points consolidated)
- ☐ All Check points consolidated
- ☐ Key terms (All Terms consolidated)
- ☐ Objectives (All objectives consolidated)

Global Tools

- ☐ Notes
- ☐ Glossary (Key terms plus other important terms)
- ☐ Search (Course, Lesson & Topic Search)
- ☐ Timer
- ☐ Check Scores/Progress
- ☐ Resources (All web links & FAQ's)

Global Utilities

- ☐ Print
- ☐ E-mail
- ☐ Open New Course
- ☐ Save Current Course

Global Navigation

- ☐ Lesson Home
- ☐ Lesson Forward
- ☐ Lesson Back
- ☐ Exit Course



Agreement for Professional Services®

September 10, 2008

1. **Parties.** This Agreement for Professional Services (this "**Agreement**") is entered into between the following parties:

SERVICE PROVIDER:

Name: TechRoom, Inc. ("**TechRoom**")

Address: 1835 Newport Blvd. A-106 Costa Mesa California 92726

Customer Service Telephone Number: (949) 764-9474

CLIENT

Name: Coastline Community College ("**Client**")

Mailing Address: 11460 Warner Avenue Fountain Valley California 92708

Telephone Number: (714) 241-6106 extension 3

2. **Term of Contract.** This Agreement shall commence on December 1, 2008 (the "**Start Date**") and shall continue in force for a period of twelve (12) months unless terminated sooner as provided in Paragraph 18 of this Agreement.

3. **Services Provided.** TechRoom shall provide to Client during the term of this Agreement the following services ("**Services**"):

- (a) A written assessment of Client's I.T. objectives (the Client's "**I.T. Plan**").
- (b) Installation and management of software updates, including firmware, device drivers, application and operating system updates.
- (c) Maintenance and monitoring of hardware and technologies as part of the I.T. system.
- (d) Monthly and quarterly analysis and monitoring of the performance of Client's I.T. System as compared to performance levels and criteria identified in the I.T. Plan.
- (e) On-site response for unplanned failures of the Covered Hardware and software according to service plan level selected by Client (see Paragraph 10).
- (f) Hardware and software problem resolution for Covered Equipment when not covered by manufacturer warranty ("**Out of Warranty**").

Service hours per month included in this Agreement are as specified in Paragraph 4 below. Any additional hours or time spent for Excluded Services (Paragraph 5 below) shall be billed at TechRoom's then current billing rate. The normal billing hour rate in effect as of the date of this Agreement is \$150 per hour for work performed during regular business hours (see Paragraph 11 below) and \$300 per hour for work performed after regular business hours. Such rates are subject to change at any time. The cost for replacement parts and new or updated software licenses is not included in this Agreement and will be billed to the Client.

TechRoom proposes to deliver the Services by way of both on-site and remote access. TechRoom will in all cases determine the most appropriate means of service delivery. Remote access is not required, and is subject to Client approval.

4. **Required Monthly Hours.** For the purposes of this agreement, TechRoom will reserve 10 hours of priority service time ("**Service Hours**") focused on problem prevention each month beginning with

the Start Date. Service Hours not used in one month may be carried over to the next month. The number of total monthly Service Hours proposed is a projection and the actual hours of service required may vary. Seasonality, large projects and unforeseen circumstances may affect business service requirements.

5. **Excluded Services.** Not included in the scope of this Agreement are services to repair or correct the following ("**Excluded Services**"):

- (a) Service interruptions caused by intentional or accidental damage to Covered Equipment or software.
- (b) Service interruptions resulting from fire, flood, electrical surges or failures, or similar events and hazards.
- (c) Service interruptions resulting from use of the Covered Equipment other than in connection with the Client's normal business operations.
- (d) Service interruptions resulting from misuse or lack of proper care by the Client or the Client's employees.
- (e) Service interruptions resulting from acts of vandalism.
- (f) Service interruptions resulting from the Client's failure to maintain TechRoom recommended virus, firewall and similar protections.

6. **Scheduled Visits.** TechRoom will schedule regular visits to Client during which times routine and regular hardware support and software maintenance will be performed in accordance with the Client's schedule to ensure no or minimal interruption of I.T. services. TechRoom and its employees agree to access the Client's premises during Client's normal operating hours from Client-specified entrances and exits, unless otherwise agreed upon in writing.

7. **Client's Obligations.**

- (a) Client agrees to exercise proper care in the use and handling of the Covered Equipment, including following the manufacturer's recommended guidelines regarding the proper use and care of the Covered Equipment.
- (b) Client agrees to maintain a detailed written log of all equipment and software failures which log shall be made available to TechRoom during service calls.
- (c) Client shall provide a workspace for TechRoom's technicians while at the Client's site during the course of each service engagement. The workspace will be used for the purpose of providing Services under the terms and conditions set forth in this Agreement. In addition, Client will provide at no additional expense to TechRoom during the course of service, electricity, lights, air-conditioning and high-speed Internet access.
- (d) Client shall make available to TechRoom loading access (or other temporary parking) to permit quick drop-off and pickup of equipment or related transactions with TechRoom. For the purposes of this Section, such loading access or other temporary parking shall permit parking for at least ten (10) minutes and no longer than twenty (20) minutes. In the event that such parking and loading access is unavailable to the Client, Client agrees to reimburse TechRoom for costs associated with delivery of equipment and goods, including loading and unloading, parking and other transportation costs when such parking and loading is required in the course of service and approved by Client.

8. **Description of Covered Equipment.** TechRoom shall provide technical Services as described in Paragraph 3 above for the equipment described on the attached Exhibit A (the "**Covered Equipment**") for the period and on the terms and conditions set forth in this Agreement and for any replacements of such equipment. Additions to the equipment described in Exhibit A may be added as additional Covered Equipment only by writing signed and acknowledged by TechRoom.

9. **Cost of Service.** Client agrees to pay the sum of \$1500.00 per month for the Standard Service level (see Paragraph 10 below) plus the cost of any additional service level cost selected by Client. Payment for Services is due on the first day of each month. Payments not received within fifteen (15) days of when due are subject to a late fee of 1.5% per month. If payment has not been received within forty-five (45) days of when due, TechRoom may consider Client in material breach of this Agreement and suspend further Services by TechRoom. There are no startup fees required upon approval of this Agreement.

10. **Service Level.** This Agreement covers the Standard Service level described below. By checking one option below, Client may elect a higher service level for specific guaranteed availability and response time that exceeds the Standard Service level. Cost for such higher service levels must be paid in addition to and concurrently with the cost of service described in Paragraph 9 above.

Standard Service (included):

Same day response for calls received by 10:00AM and by 9:00AM the next business day for calls received after 10:00AM.

Three (3) day return-to-service goal.

Service level cost: *Included in standard problem prevention plans*

☐ Option 1:

Four (4) hour onsite response during client regular operating hours.

Two (2) business day return-to-service goal.

Service level cost: \$3,000 per month in addition to regular Services Compensation

☐ Option 2:

Two (2) hour onsite response during client regular operating hours.

One (1) business day return-to-service goal.

Service level cost: \$6,000 per month in addition to regular Services Compensation

☐ Option 3:

Two (2) hour onsite response during client regular operating hours.

One (1) business day return-to-service goal.

Four (4) hour onsite response outside of client regular operating hours.

Service level cost: \$12,000 per month in addition to regular Services Compensation

11. **Regular Business Hours.** TechRoom's regular business hours ("**Business Hours**") are Monday through Friday 9:00 am to 5:00 pm, excluding holidays.

Please note that TechRoom's carry-in service center hours may exceed standard business operating hours. If you require special hours of operations please notify your account manager and you will be provided with alternative service hours and associated costs.

12. **Carry-in Repairs.** In certain cases, Client may desire to take advantage of TechRoom's repair capabilities delivered via a TechRoom carry-in service center. All carry-in repairs will be performed at TechRoom's standard hourly rates and are not included in the Services provided under this Agreement. All service charges for carry-in repairs, including charges for service will be due upon completion of services rendered.

13. **Procedure to Obtain Unscheduled Service.** To obtain service for an unexpected interruption in I.T. Facilities (hardware or software), calls should be directed to your local TechRoom during regular Business Hours. The call will be directed to the appropriate TechRoom technician who will then provide a timetable for response.

14. **Excusable Delays and Failures.** TechRoom shall not be responsible for any delay or failure in its performance under this Agreement caused by events beyond the reasonable control of TechRoom, including, but not limited to, terrorism, war, riots, labor strikes, interruption of utility services, fires, floods, earthquakes, and other natural disasters.

15. **No Agency.** In no event, and under no circumstances, shall Client and TechRoom be deemed to be an associate, affiliate, joint venture or partner of the other, unless specifically agreed in writing. Unless previously expressly approved in writing by Client, TechRoom shall not hold or maintain itself to be and associate, affiliate, joint-venture or partner of Client, nor shall TechRoom use, either as a fictitious, trade or style name, the name of Client in its business, promotion, marketing or advertising, without Client's prior written consent.

16. **Limitation of Liability.** Neither TechRoom nor any of its directors, officers or employees shall be liable for any consequential or incidental damages related to services provided under this Agreement including but not limited to loss of data.

17. **Non-Solicitation of TechRoom Employees.** Client agrees not to solicit, hire, employ, and/or enter into any contract with the current or former employees of TechRoom during the Term of the Agreement and for a period of one (1) year after the termination of this Agreement. The parties agree that if Client breaches this provision of the Agreement, it will be difficult to quantify the exact amount of damages, given the variable and unique nature of the TechRoom employees' skills, experience, and familiarity with TechRoom's proprietary information. Accordingly, the parties agree that if Client breaches this provision of the Agreement, TechRoom may apply for injunctive relief, including without limitation, a temporary restraining order-prohibiting Client from engaging in such activities.

18. **Right to Cancel.** After the expiration of ninety (90) days following the execution of this Agreement, either party may, upon ninety (90) days written notice, terminate this Agreement with or without cause. All costs for service to the date of cancellation will be prorated.

19. **Insurance.** TechRoom shall obtain and maintain during the duration of this Agreement the following insurance against claims for injuries to persons or damage to property that may arise from or in connection with TechRoom's performance of this Agreement:

- (a) Commercial General Liability Insurance with a combined single limit of \$1,000,000 for each occurrence and a \$2,000,000 aggregate limit. This insurance will be considered primary and no other insurance shall be considered contributory or co-insurance.
- (b) Commercial Automobile Liability Insurance covering TechRoom's owned and rented vehicles with a minimum of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- (c) Worker's Compensation Insurance in compliance with the laws of the State of California and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

At Client's request, TechRoom will provide Client with certificates of insurance evidencing the insurance coverage described above.

20. **Transferability.** Client's rights under this Agreement may not be transferred other than with the written consent of TechRoom and any transfer without such consent shall be void.

21. **Incorporation of Prior Agreement; Amendments.** This Agreement and any exhibits attached hereto constitute the complete agreement of the parties with respect to the subject matters referred to herein and supersede all prior or contemporaneous negotiations, promises, commitments, covenants or agreements of every kind or nature whatsoever with respect thereto, all of which have become merged and finally integrated into this Agreement and, to the extent not included herein, are hereby released, waived and relinquished. No covenants, agreements, understandings, representations or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. No amendment, modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by all parties and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

22. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by and construed for all purposes in accordance with the laws of the State of California without regard for conflict of law principles.

23. **Arbitration.** Any controversy arising out of the subject matter of this Agreement shall be settled by arbitration by and pursuant to the then current rules and regulations of Judicate West. Such arbitration shall be held in Orange County, California and the decision shall be binding for all purposes and may be entered in any court of competent jurisdiction. The cost of arbitration shall be divided equally between the parties.

24. **Costs and Attorney's Fees.** In the event legal action (including arbitration) is commenced to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its cost of suit its reasonable attorneys' fees as determined by the arbitrator or court.

25. **Captions.** The section headings, underscoring and sequence herein are for convenience only and shall not in any way affect the meaning or construction of any provision hereof.

Executed as of the date first above written at Costa Mesa, California.

"Client"

Coast Community College District
(Coastline Community College)

By:

Sign

Print

Title

Accepted:

TECHROOM, INC., a Delaware corporation

By:

James Coleman
Chief Executive Officer

ATTACHMENT A: COVERED EQUIPMENT

Hardware located only at 11460 Warner Avenue Fountain Valley California 92708 consisting of the following:

Servers:

Reference current assessment and inventory as of September 1, 2008.

Network Equipment:

Reference current assessment and inventory as of September 1, 2008.

Workstations:

Reference current assessment and inventory as of September 1, 2008.

Covered equipment list is subject to change. Changes to covered equipment must be made in writing and approved by both parties.

ASSISTANCE LEAGUE® OF HUNTINGTON BEACH
8071 Slater Avenue, Suite 255
Huntington Beach, Ca. 92647

Agreement between ASSISTANCE LEAGUE® of Huntington Beach
And
Cooperative Agencies Resources for Education(CARE) at
Golden West College

This agreement is between ASSISTANCE LEAGUE® of Huntington Beach, a non-profit California corporation hereafter referred to as "ALHB", and Cooperative Agencies Resources for Education hereafter referred to as "CARE", a program designed to help single parent students to achieve academic and personal success.

This program will operate under the ALHB's philanthropic program Operation New Beginnings. It will operate out of the Bargain Box located at 8071 Slater Avenue, Huntington Beach, CA, 92647.

ALHB agrees that

*ALHB shall provide clothes from the Bargain Box to adults and children who need this service and are referred by CARE.

*Clients may choose clothes from our supplies.

*There will be a dressing room made available for the clients.

*Chairman and ALHB members will assist the clients and do written paperwork as necessary to keep accurate records of amount and price of clothing given. ALHB will design the voucher to be used by CARE.

*Funds will come from the proceeds of the Bargain Box.

*Financial contributions to the program by ALHB shall be made only as stipulated in the terms of the agreement. All other funds retained by ALHB shall remain the sole property of ALHB and are in no way committed to any other organization.

*ALHB shall not hold CARE or its members liable for any problems that may arise.



CARE agrees that

- *CARE shall refer clients for Operation New Beginnings to the Chairman and send the voucher stating clothing needs with said client.
- *CARE shall not hold ALHB or its members liable for any problems that may arise.
- *CARE shall include ALHB in any approved publicity regarding Operation New Beginnings project.

Insurance

- *ALHB shall provide proper insurance coverage of its members.
- *CARE shall provide proper insurance coverage for its members.

Public Relations

- *ALHB retains the right to review all publicity releases that may be issued regarding ALHB and its philanthropic programs.
- *CARE retains the right to review all publicity released by the Public Relations Chairman of ALHB regarding this program.

Evaluation

The ALHB Philanthropic Program committee, the ALHB President, and those appointed by CARE shall review this program annually as to the effectiveness of the overall operation.

Renewal and Termination: It is the intention of ALHB to continue this program for an indefinite period of time. However, when either party feels it can no longer abide by the terms of this agreement, it may terminate the program by giving sixty (60) days written notice to the other party. In case of termination, assets shall be returned to rightful owner as set forth in this agreement, and neither party shall have any further obligation thereafter.



Date: 9-4-08

Marilyn Swisher
President

ASSISTANCE LEAGUE of Huntington Beach

Date: 9-4-08

Margery Teal
Recording Secretary

ASSISTANCE LEAGUE of Huntington Beach

Date: 9-4-08

Linda C. Shaul
Philanthropic Chairman

ASSISTANCE LEAGUE of Huntington Beach

Date: _____

Vice President of Student Services
GOLDEN WEST COLLEGE

Date: _____

Vice Chancellor, Administrative Services
GOLDEN WEST COLLEGE



Campus and School Agreement

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This Agreement is entered into between the Institution and Microsoft on the date identified on the signature form.

Effective Date. The effective date of this agreement will be the date it is accepted by Microsoft; however, if the first Enrollment entered into under this agreement is given a Licensed Period with a starting date that is earlier than the date this agreement is accepted by Microsoft, the effective date of this agreement will be that earlier date.

This agreement consists of (1) these terms and conditions and the signature form, (2) the Product List, (3) the Product use rights applicable to Products licensed under this agreement, (4) any Enrollment entered into under this agreement, (5) any order submitted under this agreement, and (6) the eligibility criteria for Campus and School License program at <http://microsoft.com/licensing/contracts> as of the effective date of this agreement.

Terms and Conditions

A Note on Section Summaries: Some sections of this agreement have a summary at the beginning. These summaries are intended for ease of reference and are not part of the agreement. If any summary conflicts with the section it is summarizing, the section of the agreement, and not the summary, controls.

1. Definitions.

In this agreement, the following definitions apply:

"Affiliate" means

- a. with regard to Institution,
 - (i) for a non-public entity, any qualified educational user identified at <http://microsoft.com/licensing/contracts> that Institution owns and/or control, that owns and/or controls Institution, or that is under common ownership and/or control with Institution; "ownership" means, for purposes of the definition, more than 50% ownership, and
 - (ii) for a state or local government entity,
 - any other qualified educational user identified at <http://microsoft.com/licensing/contracts> as of the effective date of this agreement that is an agency, department, office, bureau, division, or other entity of the state or local government, and
 - any other qualified educational user expressly authorized by the laws of the state to purchase under state education contracts;

provided that the state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft;

"available" means, with respect to a Product, that Microsoft has made Licenses for that Product available for ordering under a particular licensing program;

"Enrollment(s)" means the form that Institution submits under this agreement to sign up for this program;

"Fix(es)" means Product fixes, modifications or enhancements or their derivatives that Microsoft either releases generally (such as Product service packs) or that Microsoft provides to Institution when performing service(s) (such as workarounds, patches, bug fixes, beta fixes and beta builds);

"Institution" means the entity that is a qualified educational user identified at <http://microsoft.com/licensing/contracts> as of the effective date of this agreement that has entered into this agreement with Microsoft or the Institution's Affiliate that has entered into an Enrollment under this agreement. If Institution is a school district, "Institution" also includes all participating schools in the same district;

"License" means any one of those offerings identified in the Product List (including standard licenses, and upgrades for desktop operating systems) that provides the right to run the version of the Product ordered;

"Licensed Period" means the period of time beginning on the effective date specified in Institution's Enrollment and continuing for the period of time specified in Institution's Enrollment (either 12 or 36 calendar months);

"Microsoft" means the Microsoft entity that has entered into this agreement or an Enrollment and its Affiliates;

"run" means to copy, install, use, access, display, run or otherwise interact with;

"Products" means any product Microsoft makes available for license for a fee, including online services and other web based services;

"Product List" means, with respect to the Campus and School License program, the statement published by Microsoft from time to time on the World Wide Web at <http://microsoft.com/licensing/contracts> or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available to

qualified educational users (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of Licenses for the Product;

"Software Assurance" means an annuity offering that provides benefits for Products that can include new version rights, spread payments, deployment planning services, training, support and access to differentiated technologies; and

"Users" means Institution, faculty, staff, and students designated on the Enrollment to run the Products and members of the public who access PCs located in Institution's open access labs or libraries. Users must be qualified educational users as defined at <http://microsoft.com/licensing/contracts> as of the effective date of this agreement in order to be eligible for the Campus or School Agreement programs.

2. How the Campus and School program works.

This agreement allows Institution to license Products on a subscription basis for a one-year Licensed Period or a three-year Licensed Period.

The Campus and School Agreement allows Institution to license one or more Products on a subscription basis. To license Products on a subscription basis means that the right to run the Product is non-perpetual and continues only during the Licensed Period.

Institution can participate in this program by submitting an Enrollment. This program allows a one-year Licensed Period or a three-year Licensed Period. The choice is indicated in the Enrollment.

One-year Licensed Period. An order must be submitted to indicate the Products Institution chooses to run. Thereafter, extension orders are submitted to continue the subscription each year. If an extension order is not received, the Enrollment will expire.

Three-year Licensed Period. An order must be submitted to indicate the Products Institution chooses to run. Thereafter, Institution must submit anniversary orders on the first and second anniversaries of the effective date of its Enrollment.

Online services. The terms and conditions of this agreement apply to online services subscriptions throughout the entire term of the online services subscription, except as provided here and in the Product List at <http://microsoft.com/licensing/contracts>. Online services are provided as subscription services and may carry terms that are independent of the agreement terms. Billing terms for online services subscriptions may also differ from the terms of this agreement.

3. Subscription price.

If Institution chooses the one-year Licensed Period and submits an extension order prior to expiration of the subscription, Microsoft will not increase the License prices for an annual extension by more than 10%. If Institution chooses the three-year Licensed Period and meets ordering requirements, the price Microsoft charges the distributor on each anniversary order will be the same as the price for the Products when they are first ordered.

This provision shall not apply to Products licensed to Institution at special promotion prices.

One-year Licensed Period. Microsoft will not increase the License prices charged to the Distributor for an annual extension order by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the License prices charged for the immediately preceding 12-month Licensed Period if (i) Institution submits an extension order prior to the expiration of the Enrollment and (ii) such order is confirmed for the same Products in the same quantities as ordered in the expiring Licensed Period.

Three-year Licensed Period. If Institution chooses this option and complies with the ordering requirements within the agreement, for any Products ordered during the Licensed Period, the price

Microsoft charges the Distributor on each anniversary order will be the same as the price for the Products when they are first ordered except for step-ups.

4. License grant — what Institution and its Users are licensed to run.

On the date of confirmation of Microsoft's acceptance of the Enrollment, Institution is temporarily licensed to have its Users run the Products as permitted in the Product use rights. There are a number of restrictions that apply generally to Institution's and its Users' use of Products Microsoft provides to Institution (e.g. prohibitions on renting the Products, on reverse engineering it, etc.)

On the date of Microsoft's letter to Institution confirming Microsoft's acceptance of the Enrollment, Institution is temporarily licensed to have Users run the Products as specifically permitted in the Product use rights located at <http://microsoft.com/licensing/contracts>. If Institution is unable to access the Product use rights from the web location listed above, please contact Microsoft to request a copy.

The Institution's right to have it's Users run the Products and Fixes is expressly limited to the rights described in this agreement, including the following limitations:

- a. Neither Institution nor its Users may separate the components of Products made up of multiple components by running them on different computers by upgrading or downgrading them at different times or by transferring them separately except as otherwise provided in the Product use rights.
- b. Neither Institution nor its Users may rent, lease, commercially host or lend any copy of the Products or Fixes, except where agreed by separate agreement.
- c. Neither Institution nor its Users may reverse engineer, decompile or disassemble the Products or Fixes except to the extent expressly permitted by applicable law despite this limitation.
- d. Neither Institution nor its Users may make copies of the Products or Fixes and distribute them on media to student Users.
- e. The components of the Products may vary by platform. Institution may run only the components of the Products that are included on the platform Institution chooses to deploy.

Neither Institution nor its Users will be entitled to free telephone support for the Products, except as specified in writing in connection with Software Assurance membership or other Software Assurance offerings.

These rights apply to the Licenses obtained under an Enrollment and are not related to any order or fulfillment of media. The ability to run current or later versions of a Product licensed under this agreement could be affected by minimum system requirements or other factors (e.g. hardware or other Products).

The right to run any Product under this agreement is temporary unless Institution elects to obtain perpetual Licenses under the buy-out option. This agreement, the applicable Enrollment, and Institution's order confirmation, together with proof of payment, will be Institution's evidence of all Licenses obtained under its Enrollment as described in this agreement.

5. How to know what Product use rights apply.

Generally, the use rights in effect at the time Institution signs the Enrollment will apply. Any changes Microsoft makes to the use rights for existing versions after Institution signs the Enrollment will not apply to Institution. For versions that were not yet released at the time of signing, the use rights in effect when that version is first released will apply. Generally, even if Institution chooses to run an earlier version of a Product than the one Institution is licensing, the use rights for the latest version Institution is licensed to use will still apply.

- a. **Product use rights.** Microsoft publishes Product use rights for each Product and each new version of a Product. The use rights in effect for a Product and version on the effective date of this agreement or extension will apply to Institution's use of the Product and version except:

(i) **earlier versions**

If Institution runs an earlier version of a Product that pre-dates either the Enrollment or the extension effective date and the current version of the Product as of that date, then the Product use rights for the version licensed apply. If the earlier version includes different components, any use rights for those components in the Product use rights that otherwise apply to the earlier version apply to Institution's use of them.

(ii) **versions of Products for which Microsoft revises Product use rights**

If Microsoft revises the Product use rights for a particular version after an Enrollment or extension effective date, the Product use rights applicable to that version without those revisions apply.

(iii) **later versions of Products Microsoft makes available after the Enrollment or extension effective date**

If a new version of a Product is made available during the term of the Enrollment or extension term, the use rights in effect on the date that new version is first released will apply.

- b. **Use rights for different language version.** If Institution is using any different language version of any Product licensed under its agreement, Institution's use of the different language version will be governed by the Product use rights for the version licensed under this agreement.
- c. **Fixes.** Use of any Fixes is defined by the Product use rights for the affected Products or, if the Fix is not provided for specific Products, any other use terms Microsoft provides. All Fixes are licensed, not sold.

6. How to order Products.

Initial order for Products must be submitted within 30 days of the effective date of the Enrollment. Institution can add new Products not previously ordered by submitting additional orders or run more copies of Products previously ordered by reporting the increase to Microsoft.

- a. **Placing the initial order.** Orders must be submitted for Products within 30 days of the effective date of the Enrollment.
- b. **Price and payment terms.** Price and payment terms for all Licenses ordered will be determined by agreement between Institution and its chosen reseller.
- c. **Adding new Products not previously ordered.** Orders can be submitted for Products that were not part of the initial order. The order must be placed in the month in which those copies are first run. The Licensed Period for additional orders will be the same as the Enrollment Licensed Period.

Microsoft will invoice the distributor for the Products ordered on a pro-rated basis corresponding to the number of full calendar months remaining in the Licensed Period to a minimum of 6 months. Microsoft will use the price list in effect on the date of the invoice to charge Institution's distributor for the additional Licenses.

d. **Adding more copies of Products previously ordered**

- (i) Products, other than servers, are licensed on an Institution-wide basis. Institution does not need to submit orders to increase the number of copies run. However, increases

must be reported at each anniversary of the effective date of the Enrollment.

- (ii) **Server Products** are licensed based on the number of Licenses. At any time during the Licensed Period (including any extension), Institution may run additional copies of any previously ordered server Products, provided it submits orders for such copies. The order must be placed in the month in which those copies are first run.
- e. **Placing subsequent annual orders.** Institution must submit orders based on the following:
 - (i) **One-year Licensed Period.** An extension order must be submitted to extend the Enrollment for another Licensed Period. The order must be received by Microsoft prior to the expiration of the Licensed Period. The Products selection and quantity ordered can be changed at each extension order; provided, the selection and quantity are no less than the previous order.
 - (ii) **Three-year Licensed Period.** An anniversary order must be submitted on or before each anniversary of the effective date of the three-year Licensed Period. Each of the anniversary orders must at a minimum be for the same Products selection and quantity of all Products ordered during the first year of the Licensed Period, except for step-ups. At the end of the three-year Licensed Period, a new Enrollment is required to continue the subscription.
- f. **How to confirm orders.** Microsoft will publish information about orders placed by Institution, including an electronic confirmation of each order on a password-protected site on the World Wide Web at <https://licensing.microsoft.com> or a successor site. Upon Microsoft's acceptance of this agreement and Enrollments entered into under this agreement, the contact identified for this purpose will be provided access to this site.
- g. **Step up to a higher Product edition.** If a previously ordered Product has multiple editions, Institution may migrate to the higher edition by stepping up (e.g. from Core CAL to Enterprise CAL or from SQL Server Standard Edition to SQL Server Enterprise Edition.) The Institution may step-up at the anniversary when placing the next anniversary or extension order by replacing the previously ordered edition with the higher edition. The upsized order quantity needs to be the same or higher quantity as the previous order.

7. Making copies of Products and re-imaging rights.

Institution can make as many copies as it needs. The copies must be complete and made from copies obtained from an authorized source. If Institution uses third parties to make copies, Institution is responsible for them. Institution can make a specified number of complimentary copies for evaluation. In certain circumstances, Institution has re-imaging rights.

- a. **Copies necessary for internal deployment.** Institution may make as many copies of the Products licensed as necessary to distribute the Products to its Users. All copies of any Product must be true and complete copies (including copyright and trademark notices) and be made from media or a network source acquired from or made available by a Microsoft approved fulfillment source for that Product. Institution may also have a third party make or distribute copies in its place but Institution is responsible for third-party actions to the same extent Institution would be responsible if the third party were its employee. Institution must make reasonable efforts to make employees, agents, and other individuals running a Product aware that the Product is licensed from Microsoft and may only be run or transferred subject to the terms of this agreement.
- b. **Copies for evaluation.** During the term of its Enrollment, Institution may run up to 10 complimentary copies of any Product for a 60-day evaluation period.
- c. **Re-imaging rights.** Re-imaging is permitted using the Product media on the following conditions. If the Microsoft Product(s) is licensed (i) from an original equipment manufacturer

(OEM), or (ii) as a full packaged Product through a retail source, then media provided under this agreement may be used to create images for those licensed machines in place of media provided through that separate source. This right is conditioned upon the following:

- (i) A separate License must be owned from the separate source for each re-image.
- (ii) The Product, language, version, and components licensed under the Enrollment must be identical to the Product, language, version, and components licensed from the separate source.
- (iii) The Product type (e.g. upgrade or full License) must be identical to the Product type from the separate source.

Re-images made under this subsection remain subject to the terms and use rights provided with the License from the separate source. This subsection does not create or extend any warranty or support obligation.

8. Work at home rights.

Institution's faculty and staff Users who are licensed to use a particular Product have the right to run one copy of that Product on their home PC during the Licensed Period.

During the Licensed Period, faculty and staff Users who are licensed to use the particular Product, have the right to run one copy of that Product on a home PC that they own or lease (or, for work at home rights for a Client Access License, to access the server Product(s) from a home PC that they own or lease), for work-related purposes only; provided that in the case of work at home rights for any Product under a Enrollment, the total number of faculty and staff Users may not exceed the total number of eligible PCs (for a School Enrollment) or full time equivalent (for a Campus Enrollment) included in that Enrollment. As Microsoft offers both work at home rights and applicable home use program under Software Assurance, the Institution will only be entitled for one benefit. Institution's Users can choose to use either work at home rights or applicable home use program rights for a particular Product as Microsoft offers both work at home rights and applicable home use program rights.

9. Distributing media.

To distribute Products to its faculty and staff, Institution must acquire the Products media from a Microsoft-approved source for that Product or copy volume licensing media acquired from a Microsoft-approved fulfillment source for distribution to faculty and staff Users only.

- a. **To the faculty and staff.** Institution may acquire the quantity of media as necessary to distribute the Products to faculty and staff for use in accordance with the agreement. All media for a particular Product must be acquired from a Microsoft-approved fulfillment source for that Product. Institution may also copy volume licensing media acquired from a Microsoft-approved fulfillment source for distribution to faculty and staff Users only. All copies must be true and complete copies (including copyright and trademark notices). Replication guidelines are posted at <http://selectug.mslicense.com/>. Institution must maintain the security of any volume licensing keys provided with volume licensing media in accordance with applicable Product use rights and other restrictions and may disclose them only to employees authorized to engage in the installation and support of the Products. Institution may not disclose volume licensing keys to faculty and staff work-at-home or students or to any other unauthorized third party.
- b. **To faculty and staff work at home Users and to student full time equivalent (FTE) option Users.** If Institution chooses faculty and staff work at home rights for selected Products or selects the Student Option in an Enrollment, access to media by faculty and staff for work at home purposes and by students must be restricted and regulated by Institution.

All media for Products distributed to faculty and staff for work at home purposes and to students must be acquired from a Microsoft approved fulfillment source, and such Products may be distributed to such Users only in the following ways:

- (i) if individual student-media CD-ROM or disk sets (collectively, "student media") is purchased for a particular Product, Institution may distribute one copy of such student media directly to each authorized work at home or students (student media may contain Product activation features that limit the number of installations); the reseller can identify media and Products that contains Product activation features. Details on ordering and distributing student media, including a list of the Products for which student media is currently available, is at <http://www.microsoft.com/education/StudentMedia.mspx>; or
 - (ii) using volume licensing media acquired pursuant to this agreement, via (1) controlled download from a secure network server(s) or other storage device(s), (2) manual installation at a central location that Institution controls, or (3) a system of controlled short-term checkout of applicable volume licensing media solely for purposes of individual user installation, provided that this option (3) is available only for Products for which a volume licensing key is not required.
- c. **To students.** Institution may order media to distribute the Products to students for use in accordance with this agreement. Institution's order for media must specify version number and country of usage. Institution may only use the media received under its Enrollment to transfer Products to eligible student Users. Products may only be transferred in the same media format that Institution receives under its Enrollment. Orders must be placed with the reseller named on the Enrollment. Institution may use a third party to complete and process eligible student Users' orders for media under its Enrollment and to distribute media to eligible student Users. Institution remains responsible for the third party's actions to the same extent Institution would be if the third party was its employee. Price and payment terms for media ordered are determined by agreement with Institution's designated reseller. Institution's designated reseller is authorized to purchase media Products from the Microsoft authorized replicator identified by Microsoft from time to time (the "Microsoft Authorized Replicator(s)") solely for the purpose of fulfilling orders placed under the Enrollment. Institution's designated reseller may purchase from the Microsoft Authorized Replicators media and documentation only for those Products available under the Enrollment.

10. Redistribution of software updates to students.

Institution has limited rights to distribute software updates to its students. If it does so, it must use one of the distribution methods and comply with the limitations described below. Institution has obligations with regard to tracking and replacement of software updates that it distributes. Microsoft disclaims all warranties and limits its liabilities arising out of software updates. No support is provided for software updates under this agreement.

- a. **License Grant.** From time to time, Microsoft may make available to the general public additional or replacement code of any portion of Microsoft's licensed Products without a fee ("software updates"). Microsoft grants Institution a limited, non-exclusive, royalty-free, non-assignable, non-transferable, revocable License to distribute the software updates to Institution's students in accordance with the terms of this section. Institution's students must use the software updates solely for their personal benefit in accordance with the end-user License Agreement with Microsoft ("EULA") included with each software update.
- b. **Redistribution of software updates.** Institution may redistribute software updates to its students (1) by electronic means provided that Institution's method of electronic distribution is adequately licensed and incorporates access control and security measures designed to prevent modification of the software updates and access by the general public or (2) through acquiring authorized copies on fixed media from a fulfillment source approved by Microsoft.

- c. **Limitations.** Institution may not (1) produce or replicate software updates on to CDs or other distributable storage media, (2) combine the software updates with other non-Microsoft software, (3) distribute any software updates as a stand-alone component via email attachment, (4) charge for the software updates, other than to recover any reasonable costs incurred in providing the updates to its students; (5) remove, modify, or interfere with the EULA or the EULA acceptance functionality included by Microsoft with any software update; or (6) alter the software updates in any way. Microsoft is not responsible for any cost related to the acquisition, distribution, or recall of the software updates.
- d. **Tracking and recall, replacement software updates.** Institution must track the quantity and method of distribution of the software updates by means that will allow it to provide notice of a recall and offer replacements as provided in this subsection. Institution agrees to stop redistributing software updates within 10 days of receipt of a notice of recall from Microsoft and within 30 days of that notice Institution agrees to (1) return to Microsoft or destroy all copies of software updates in Institution's possession and (2) notify Institution's students of the recall by the same or similar means in which they were notified of the availability of the software updates.

If Microsoft makes available to Institution a replacement software update, Institution agrees to make the replacement available to its students, within 10 days of receipt in the same quantity and method of distribution as Institution made the original software update available. The distribution of replacement software updates is subject to the same conditions and restrictions as software updates under this section.

- e. **No warranties, exclusion of indirect, special, incidental, consequential, and certain other damages.** Notwithstanding anything to the contrary in this agreement, and to the extent permitted by law, software updates that Institution redistributes to its students are provided "as is" without any warranties. Institution acknowledges that the provisions of this paragraph with regard to the software updates are reasonable having regard to, among other things, the fact that they are complex computer Products, and their performance will vary depending upon hardware, platform and Products interactions, and configurations.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES THAT ARISE OUT OF OR ARE IN ANY WAY RELATED TO INSTITUTION'S REDISTRIBUTION OF THE SOFTWARE UPDATES TO ITS STUDENTS. FURTHERMORE, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SUCH DAMAGES BASED DIRECTLY OR INDIRECTLY UPON THE PROVISION OF SOFTWARE UPDATES OR UNAVAILABILITY OF SOFTWARE UPDATES — INCLUDING WITHOUT LIMITATION, DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITY, LOSS OF DATA AND THE LIKE, FAILURE TO MEET ANY DUTY, OR NEGLIGENCE.

- f. **Limitation of liability.** With respect to Institution's redistribution of the software updates, the limitation of liability provisions in this agreement shall apply in those situations in which Institution or its Users have a right to claim damages or payment from Microsoft.
- g. **No support.** Software updates that Institution redistributes to its students are provided without any support obligation by Microsoft, including any benefits accruing from Software Assurance.
- h. **Applicability.** The provisions of this section shall not apply to distribution of Fixes to students so long as (1) those students are licensed under Student Option, and (2) the Fix provided to those students is for Products licensed to them under Student Option. All other redistribution to students of additional or replacement code is subject to the provisions of this section.

11. Transfer and reassigning Licenses.

Institution must obtain a perpetual License through the buy-out option before it can transfer licenses to an Affiliate, or to third parties in connection with a divestiture, merger, or consolidation. Institution is required to provide notice to Microsoft for such a transfer. Institution cannot transfer licenses to third parties under other circumstances without Microsoft's prior consent. Transferees must agree to be bound by applicable terms. License transfers must be permanent and operating system licenses must stay with the computer system on which they were first installed.

Institution may not transfer any licenses acquired under this agreement except by obtaining perpetual licenses through the buy-out option described in the section titled "Options upon completion of a License period" and transferring them in accordance with the procedures described in this section.

- a. How to transfer perpetual licenses.** Institution may transfer perpetual licenses ordered under an Enrollment to an Affiliate or unaffiliated third party in connection with a divestiture or privatization of an operating division, a merger, or a consolidation, as long as it provides Microsoft with prior written and signed notice, on a form that Microsoft provides, that includes: (1) the applicable Enrollment number; (2) the quantity of licenses being transferred by Product and version; (3) the name, address and contact information of the transferee; and (4) any other information that Microsoft may reasonably request.

For all other transfers of licenses, Microsoft's written consent is required. Microsoft will not withhold its consent unreasonably. No License transfer will be valid unless Institution provides to the transferee, and the transferee accepts in writing, the applicable Product use rights, use restrictions, limitations of liability, and the transfer restrictions in this section. Any transfer made in violation of the requirements or restrictions of this section will be void. The resale of licenses is expressly prohibited.

- b. When transfers of perpetual licenses are not permitted.** Institution may not transfer (1) licenses on a short-term basis (either to third parties or by reassignment to different Users or devices internally), or (2) upgrade Licenses for a desktop operating system Product separately from the underlying desktop operating system License or from the computer system on which the Product is first installed.

12. Confidentiality.

Each party agrees not to use or disclose the other's confidential information except as necessary to further the purposes of this agreement. Each party agrees that if either party gives the other party feedback about the other's products or services, that feedback is not confidential.

Microsoft may use any technical information it derives from providing services related to Microsoft's Products for problem resolution, troubleshooting, product functionality enhancements, and Fixes for Microsoft's knowledge base. Microsoft agrees not to identify or disclose any confidential information in any item in the knowledge base. Microsoft is not obligated to restrict the future work assignments of people who have had access to Institution's confidential information. In addition, the parties and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how, or techniques so long as confidential information of the other party is not disclosed in the course of such use.

To the extent permitted by applicable law, the terms and conditions of this agreement are confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed by that all such information is to be handled in strict confidence.

13. Options upon completion of a Licensed Period.

Prior to completion of a Licensed Period, Institution will have the option to extend the Enrollment under the Licensed Period, obtain perpetual Licenses for Products licensed under the Enrollment, or allow the subscription to expire.

Microsoft will provide prior written notice of expiration of the Enrollment. The notice will advise Institution of the option to: (1) extend the Enrollment under the one-year Licensed Period, (2) submit a new Enrollment under the three-year Licensed Period, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to first enter into new agreements and Enrollments. Each Licensed Period will start the day following the expiration of the prior Licensed Period:

- a. **One-year Licensed Period.** Institution may elect to extend its one-year Licensed Period for 12 calendar months by submitting an extension order.
- b. **Three-year Licensed Period.** Institution may elect to extend its three-year Licensed Period by completing a new Enrollment.
- c. **Buy-out option.** An Institution may elect to obtain perpetual Licenses for Products licensed under its Enrollment of one-year Licensed Period or three-year Licensed Period. The buy-out pricing will depend on Institution's selected and fulfilled Licensed Period.

The minimum buy-out quantity must be no less than the total number of covered devices for Campus Enrollment or PCs for School Enrollment for:

- (i) the Institution-wide Campus and School Desktop Platform Products or its components defined in the Product List that are licensed under the initial Enrollment or extension term through the date of its buy-out order; and
 - (ii) any copies of any new or additional Campus and School Desktop Platform Products or its components Products added during the term of the initial Enrollment.
- d. **License confirmation.** The order confirmation for the buy-out and any documentation evidencing transfers of Licenses, together with proof of payment, will be evidence of a perpetual License to run the latest version then available (or any prior version) for the copies of Products covered by the buy-out order.
 - e. **Allow the Enrollment to expire.** Institution may allow the Enrollment to expire. If the Enrollment expires, all Products must be deleted as provided in section titled "Term and termination."

Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).

14. Term and termination

This agreement stays in place until terminated. The term of each Enrollment is stated in the Enrollment. Either party can terminate the agreement on notice, which will not affect any existing Enrollments. Existing Enrollments may be terminated if either party breaches the agreement and does not cure the breach in the time allotted.

- a. **Term.** This agreement will remain in effect until terminated by either party as allowed. These general terms and conditions apply to all Enrollments submitted. The terms of any Enrollment(s) will be for the Licensed Period as specified in such Enrollment(s).

- b. Termination of the agreement.** Either party may terminate this agreement for any reason upon 60 days written notice.

Such termination will merely terminate either party's ability to enter into new Enrollments under this agreement. Such termination will not affect any Enrollments not otherwise terminated, and any terms of this agreement applicable to any Enrollments not otherwise terminated will continue in effect with respect to that Enrollment.

- c. Termination of an Enrollment.** Either party may terminate any Enrollment(s) if the other party is in material breach or default of any obligation, which breach or default is not cured within 30 days written notice of such breach. Microsoft may terminate this agreement and any Enrollment(s) immediately if Institution fails to continue to qualify as a qualified educational user as identified at <http://microsoft.com/licensing/contracts>. If no orders are received under an Enrollment, the Enrollment will be terminated 13 months after the effective date of this Enrollment.
- d. Effect of termination and Licensed Period expiration.** Users may only run the Products and Fixes according to the terms of this agreement. Users are only licensed to run the Products and Fixes during the Licensed Period. If this agreement is terminated, or if no extension or anniversary order is submitted prior to the expiration of the Licensed Period or the purchase of perpetual Licenses for the Products, then all Products and Fixes that run as a result of this agreement must be deleted when the Licensed Period expires or is otherwise earlier terminated.

Similarly, if Institution stops ordering any Products or Product quantities decrease upon an extension of a Licensed Period, it must delete those Products prior to the beginning of the extended Licensed Period. Institution must make reasonable efforts to ensure that faculty and staff Users (1) delete and remove Products and Fixes copies from the temporary ram (RAM) and permanent memory (e.g., hard disk) of their home PCs, and (2) disconnect access to any server Products at the end of the Licensed Period.

15. Warranties.

Microsoft warrants that its Products will work substantially as described in the accompanying documentation, subject to certain limitations. If not, Microsoft will provide replacement Product or a refund. Microsoft disclaims all other warranties.

- a. Limited Product warranty.** Microsoft warrants that each version of a Product licensed by Institution will perform substantially as described in the applicable Microsoft user documentation. This warranty is subject to the following limitations:
- (i) the warranty applies for one year from the date Institution first runs a copy of the Product;
 - (ii) any implied warranties, guarantees or conditions last only during the term of the limited warranty except where applicable law does not permit such a limitation;
 - (iii) the warranty does not cover problems caused by accident, abuse, or use of the Products in a manner inconsistent with this agreement or the Product use rights, or resulting from events beyond Microsoft's reasonable control;
 - (iv) the warranty does not apply to components of Products that Institution is permitted to redistribute; and
 - (v) the warranty does not apply to problems caused by the failure to meet minimum system requirements.
- b. Remedies for breach of limited Product warranty.** If Institution notifies Microsoft within the warranty period that a Product does not meet the limited warranty, then Microsoft will, at its option, either (1) return the price paid for the Product, or (2) repair or replace the Product.

These are Institution's only remedies for breach of the limited warranty unless other remedies are required to be provided under applicable law.

- c. **DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

16. Defense of infringement and misappropriation claims.

Microsoft agrees to defend Institution against claims that Microsoft Product infringes someone else's intellectual property rights, and pay any damages awarded by a court or in a settlement. There are a number of exceptions which limit Microsoft's obligations in cases where Institution has contributed in some way to the claim. If something Institution has done has caused the claim and Microsoft is damaged, Institution must reimburse Microsoft.

If Microsoft believes that it is necessary to avoid an infringement claim, Microsoft may replace or modify the Products Institution is using. If someone enjoins Institution's use of a Product, Microsoft will, at its option, replace the Product, modify it to make it non-infringing, obtain the rights Institution needs to keep using it, or refund Institution's money.

- a. **Agreement to Protect.** Microsoft will defend Institution against any claims made by an unaffiliated third party that any Product or Fix infringes its patent, copyright or trademark or makes intentional unlawful use of its trade secret or undisclosed information. Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Institution's exclusive remedy for these claims. The terms "intentional unlawful use" and "undisclosed information" are used as defined in Article 39.2 of the TRIPs agreement.
- b. **What the Institution must do.** Microsoft must be notified promptly in writing of the claim and given sole control over its defense or settlement. Institution agrees to provide Microsoft with reasonable assistance in defending the claim, and Microsoft will reimburse Institution for reasonable out of pocket expenses incurred in providing that assistance.
- c. **Limitations on defense obligation.** Microsoft's obligations will not apply to the extent that the claim or adverse final judgment is based on:
- (i) running of the Product or Fix after notice to discontinue running due to such a claim;
 - (ii) combining the Product or Fix with a non-Microsoft product, data or business process;
 - (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process;
 - (iv) altering the Product or Fix;
 - (v) distribution of the Product or Fix to or its use for the benefit of, any third party;
 - (vi) use of Microsoft trademark(s) without express written consent to do so; or
 - (vii) any trade secret or undisclosed information claim, acquiring the trade secret or undisclosed information (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Microsoft or its Affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret or undisclosed information.

Institution will reimburse Microsoft for any costs or damages that result from these actions.

d. Specific rights and remedies in case of infringement.

- (i) **Microsoft's rights in addressing possible infringement.** If Microsoft receives information concerning an infringement claim related to the Product or a Fix, Microsoft may, at its expense and without obligation to do so, either
- procure the right to continue to run the allegedly infringing Product or Fix, or
 - modify the Product or Fix or replace it with a functional equivalent, to make it non-infringing, in which case running the allegedly infringing Product or Fix must be stopped immediately.
- (ii) **Institution's specific remedy in case of injunction.** If, as a result of an infringement claim, the use of the Product or a Fix is enjoined by a court of competent jurisdiction, Microsoft will, at its option, either
- procure the right to continue its use, or
 - replace it with a functional equivalent, modify it to make it non-infringing, or
 - refund the amount paid and terminate the License for the infringing Product or Fix.

If any other type of third party claim is brought regarding Microsoft's intellectual property, Institution must notify Microsoft promptly in writing. Microsoft may, at its option, choose to treat these claims as being covered by this section. This section provides the exclusive remedy for third party infringement and trade secret misappropriation claims.

17. Limitation of liability.

Microsoft limits its and its contractors' liability to Institution to the amount of money paid under this agreement to Microsoft for the Product or service giving rise to the claim. This limit does not apply, however, to Microsoft's obligations under the section titled "Defense of infringement and misappropriation claims" or to damages Institution incurs because of Microsoft's breach of its confidentiality obligations or because of Microsoft's gross negligence or willful misconduct.

Each party agrees that it will not be liable to the other for consequential, indirect, punitive, or special damages, except those that result from a breach of confidentiality or from one party violating the other's intellectual property rights.

- a. Limitation on liability.** Except as otherwise provided in this section, to the extent permitted by applicable law, Microsoft's liability and that of Microsoft's contractors to Institution arising under this agreement shall be limited to direct damages up to the amount paid under this agreement for the Product or services giving rise to that liability. In the case of free product, services provided free of charge, or code that Institution is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S. \$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, these limitations will not apply to:
- (i) Microsoft's obligations under the section titled "Defense of infringement and misappropriation claims;" or
 - (ii) liability for damages for gross negligence or willful misconduct caused by Microsoft or its agents and awarded by a court of final adjudication; or
 - (iii) liabilities arising out of any breach by Microsoft of its obligations under section titled "Confidentiality"; or
 - (iv) liability for personal injury or death caused by Microsoft's negligence or that of its employees or agents or for fraudulent misrepresentation.

- b. **EXCLUSION OF CERTAIN DAMAGES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

18. Verifying compliance.

Generally, Microsoft has the right to review Institution's records or conduct an onsite audit through an independent auditor. Microsoft will pay for the costs of the audit unless it reveals a material noncompliance.

- a. **Right to verify compliance.** Institution must keep records relating to the Products it and its Affiliates use under any license agreement. Microsoft has the right to verify compliance with the agreement, at Microsoft's expense during the term of the applicable Enrollment and for a period of one year thereafter.
- b. **Verification process and limitations.** To verify compliance, Microsoft will engage an independent accountant from an internationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours, and in a manner that does not interfere unreasonably with Institution's operations. As an alternative, Microsoft will have the option to require Institution to complete Microsoft's self-audit questionnaire relating to the Products Institution and any of its Affiliates use under this agreement.

If Microsoft undertakes verification and does not find material unlicensed use (License shortage of 5 percent or more), Microsoft will not undertake another verification of the same entity for at least one year. Microsoft and Microsoft's auditors will use the information obtained in compliance verification only to enforce Microsoft's rights and to determine whether Institution is in compliance with the terms of this agreement. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

- c. **Remedies for noncompliance.** If verification or self-audit reveals any unlicensed use, Institution must promptly order sufficient Licenses to cover its use. If material unlicensed use is found, Institution must reimburse Microsoft for the costs Microsoft has incurred in verification and acquire the necessary additional Licenses as single retail Licenses within 30 days.
- d. Additionally, Institution must use reasonable efforts to make Users aware of the terms and conditions upon which they are allowed to run the Products. Accordingly, Institution must:
- (i) Notify all Users in advance of running the Products that:
- their use of the Products is subject to the terms of this agreement, including but not limited to limitations on liability, disclaimer of warranties and exclusion of remedies;
 - they are allowed to run the Products only during the Licensed Period;
 - if this agreement is terminated, or Institution does not submit an Enrollment or extension order prior to the expiration of the Licensed Period or purchase perpetual Licenses for the Products, then all Products run under this agreement must be

deleted when the Licensed Period expires or is otherwise earlier terminated, whichever is first;

- (ii) Periodically publish in an Institution wide publication and applicable web sites a reference to the location (either physical or on a computer network) where they can view the Product List and Product use rights. Microsoft publishes a copy of the Product List and Product use rights at <http://microsoft.com/licensing/>;
- (iii) Notify Microsoft immediately if Institution becomes aware of any actual or potential violation of this agreement; and
- (iv) Provide all reasonable assistance and cooperation as requested by Microsoft to investigate and remedy any unauthorized use of the Products by Users.

If Institution complies with this section, Institution will not be responsible for student Users' failure to comply with the terms of this agreement.

19. Miscellaneous.

- a. **Notices to Microsoft.** Notices, authorizations, and requests in connection with this agreement must be sent by regular or overnight mail, express courier, fax, or email to the addresses and numbers listed on the signature form and in this agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier, fax, or email confirmation of delivery.

Copies should be sent to:

Microsoft Corporation
Law and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052 USA
Via Facsimile:(425) 936-7329

- b. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.
- c. **Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the rest of the document will remain in full force and effect and this agreement will be amended to give effect to the portion of the agreement that was eliminated to the maximum extent possible. However, this agreement will be voidable by Microsoft at its option if provisions of this agreement regarding warranty disclaimers, damages disclaimers, limitations of liability, compliance verification, or obligations on termination are found to be invalid or unenforceable.
- d. **Waiver.** A waiver of any breach of this agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- e. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **This agreement is not exclusive.** Institution is free to enter into agreements to license, use or promote non-Microsoft products or services.
- g. **Entire agreement.** The documents identified on the cover page of this agreement constitute the entire agreement concerning the subject matter, and supersede any prior or contemporaneous communications. In the case of a conflict between any documents identified in the first page that is not resolved expressly in the documents, their terms will control in the following order: (1) these terms and conditions and the signature form; (2) the

Product List; (3) the Product use rights; and (4) all other Enrollments under this agreement. The terms of any purchase order or any general terms and conditions Institution or its Users maintain do not apply. This agreement (except the Product use rights, the Product List and the terms of any credit extending under any Enrollment) can be changed only by an amendment signed by both parties.

- h. **Assignment.** Assignment or transfer of this agreement or the rights or obligations, must have Microsoft's prior written approval. Microsoft may transfer this agreement or its rights and obligations to one of Microsoft's Affiliates.
- i. **Survival.** Provisions regarding Product use rights, restrictions on use, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, and obligations on termination or expiration will survive termination or expiration of this agreement or any Enrollment.
- j. **Advisor fee.** Microsoft, or its Affiliates, sometimes pays fees to software advisors or other third parties authorized by Microsoft or one of its Affiliates. The fees are in exchange for their advisory services. The payment of fees depends upon several factors, including the type of agreement under which Institution orders Licenses, which Licenses are ordered, and whether Institution chooses to use an advisor. The fee amounts increase with the size of the orders placed under this agreement.
- k. **Applicable law, venue, and jurisdiction.** This agreement is governed by the laws of the state where Institution is organized or formed. Both parties agree that the federal courts have exclusive jurisdiction over disputes under this agreement and the resolution. Any legal actions relating to this agreement must be brought in a court of competent jurisdiction within federal courts located in the jurisdiction of the state where Institution is organized, and the parties agree that jurisdiction and venue in such courts is appropriate.
- l. **Institution's export obligations.** U.S. export laws and regulations apply to Products and Fixes. Institution must obey all domestic and international export laws and regulations that apply to Products and Fixes. These laws include restrictions on destinations, end users and end use. For additional information, go to <http://microsoft.com/exporting/>.
- m. **Institution's rights to privacy.** Microsoft and Institution will comply with all applicable privacy and data protection laws and regulations. Institution will not give any data to Microsoft containing personal information unless the owner of the data has specifically authorized Institution to do so for use as contemplated in the last sentence of this subsection. Institution agrees to allow Microsoft to use the contact information Institution gave to Microsoft to allow Microsoft and other parties to help Institution comply with this agreement. Any personal information Institution provides in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.
- n. **Natural disaster.** In the event of a "natural disaster," Institution may have special rights, please go to <http://www.microsoft.com>.

Campus Subscription Enrollment

Campus & School
Agreement number
(Microsoft Affiliate or Reseller to complete)

Subscription Enrollment number
(Microsoft Affiliate to complete)

Previous Subscription
Enrollment Number
(if applicable)
(Reseller to complete)

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This Enrollment must be attached to a signature form to be valid.

The Campus Subscription program gives Institution the right, during the Licensed Period, to have Institution and Institution's Users run Microsoft software during the Licensed Period. Institution's Users must consist of all teachers, staff, administrators, and students who have access to PCs. Institution is not required to count members of the public who access PCs that remain in Institution's open access lab(s) or libraries. Institution may not permit remote access to software installed on open access PCs. Institution may choose to enroll entire Institution, or Institution may enroll only specific departments. Departments must be for educational purposes.

Non-exclusivity. This Enrollment is non-exclusive. Nothing contained in it requires Institution to license, use, or promote Microsoft software or services exclusively. Institution may enter into agreements with other parties to license, use, or promote non-Microsoft software or services.

Definitions. All terms used but not defined in this Enrollment are located at <http://microsoft.com/licensing/contracts>.

1. **Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The * indicates required fields. Microsoft may disclose contact information as necessary to administer this Enrollment.

- a. Primary contact information.** The Institution signing this Enrollment must identify an individual from inside its organization to serve as the primary contact. This contact is also the default online administrator for this Enrollment and will receive all notices unless Institution provides Microsoft written notice of a change. The online administrator may appoint other administrators and grant others access to online information.

Name of entity (must be legal entity name)* Foundation For California Community College
Contact name* First Joseph, Last Quintana
Contact email* jquintana@foundationccc.org
Street address* 1102 Q Street 3rd Floor
City* Sacramento, State/Province* CA Postal code* 95814
Country* USA
Phone* 916-325-0120 Fax
Tax ID

- b. Notices and online access contact information.** Complete this only if Institution wants to designate a notices and online contact different than the primary contact. This contact will become the default online administrator for this Enrollment and receive all notices. This contact may appoint other administrators and grant others access to online information.

☐ Same as primary contact

Name of entity* CCT Technologies dba ComputerLand of Silicon Valley

Contact name* First Jeff, Last Koh
Contact email* jkoh@cland.com
Street address* 478 W. San Carlos St
City* San Jose, State/Province* CA Postal code* 95110
Country* USA
Phone* 408-519-3240 Fax

☒ This contact is a third party (not the Institution)

Warning: This contact receives personally identifiable information of the Institution.

- c. **Online services administrator.** This person will receive communications concerning registration for online services ordered under this Enrollment.

Name of entity*
Contact name* First Last
Contact email*
Street address*
City* , State/Province* Postal code*
Country*
Phone* Fax

- d. **Language preference.** Select the language for notices. English

- e. **Microsoft account manager.** Provide the Microsoft account manager contact for this Institution.

Microsoft account manager name: Shawn Ammons

Microsoft account manager Email address: Shawn.Ammons@microsoft.com

- f. **Reseller information**

Reseller company name* CCT Technologies dba ComputerLand of Silicon Valley
Street address PO boxes will not be accepted)* 478 W. San Carlos St
City* San Jose, State / Province* CA and postal code* 95110
Country* USA
Contact name* Jeff Koh
Phone* 408-519-3240 Fax
Email address* jkoh@cland.com

The undersigned confirms that the information is correct

Name of Reseller* CT Technologies dba ComputerLand of Silicon Valley

Signature* _____

Printed name* Jeff Koh

Printed title* VP Operations

Date*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with one another, Institution must choose a replacement. If Institution intends to change the Reseller, it must notify Microsoft and the former Reseller in writing on a form provided at least 30 days prior to the date on which the change is to take effect. The change will take effect 30 days from the date of Institution's signature.

- g. **Distributor information (if applicable)**

Distributor company name*

time faculty and staff plus one-third of part-time faculty and one-half of part-time staff. The number of copies for each software product in Institution's faculty and staff initial order must be equal to the number shown in the table below.

Faculty and staff FTE count

Faculty and Staff FTE Count	
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4. Student full-time equivalent (FTE) option.

The student FTE option gives Institution's students the right to run software on their own PCs or Institution-owned PCs that are assigned for individual, dedicated student use. Total student FTE consists of all full-time students plus one-third of part-time students. The number of copies of each software product in Institution's student initial order must be equal to the number shown in the table below.

Please select only one of the following two options:

<input type="checkbox"/>	Institution selects the student FTE option (please complete table below)	<input checked="" type="checkbox"/>	Institution does not select the student FTE option (please continue to section 5)
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Student FTE option

Total number of students to enroll	
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Transfers to graduating students. If Institution elects the student FTE option, Institution may at any time during the Licensed Period transfer the right to run the software to a graduating student, upon such student's graduation from Institution. Institution must provide each graduating student with a student license confirmation. In addition, Institution must secure from all such graduating students their acceptance of the terms of the student license confirmation. Upon acceptance of such terms, their right to run the software identified in the license confirmation becomes perpetual.

5. Establishing Enrollment unit count and price level.

Microsoft assigns units to each software product available in this program. Institution can verify the units assigned to each software product in the Product List located at <http://microsoft.com/licensing/>. Institution can use the "Standard Campus Qualification and Manual Order Form" as a reference to obtain the total units for the Enrollment and total units for the student FTE option (if applicable).

Institution agrees that the minimum number of software units being ordered under this Enrollment is equal to or greater than 300 units. If Institution chose the Student FTE Option, Institution agrees that the minimum number of software units being ordered under this Enrollment for the student FTE option is equal to or greater than 300 units. This qualification must be met with the first order placed under this Enrollment. Price level B is only available for some Products.

Please select only one of the following two options:

<input type="checkbox"/>	Unit count is at least 300 units (Price Level A for all Products)	<input checked="" type="checkbox"/>	Unit count is at least 300 units and total FTE Count is greater than 3,000 (Price Level B for some Products)
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6. Licensed period.

Please select only one of the following two options:

<input type="checkbox"/>	One Year Licensed Period	<input checked="" type="checkbox"/>	Three Year Licensed Period
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This Enrollment will remain in effect during the Licensed Period. The Licensed Period begins on the date of Microsoft's email to Institution confirming Microsoft's acceptance of this Enrollment and expires after 12 full calendar months for a one-year Licensed Period, or 36 full calendar months for a three-year Licensed Period, unless earlier terminated or extended (as applicable) as provided in the agreement.

As stated in the agreement, one-year Licensed Periods may be extended by placing an extension order. The terms of Institution's agreement and Enrollment will govern any extensions of a one-year Licensed Period.

7. *Qualifying systems Licenses.*

All operating system licenses provided under this program are upgrade Licenses. **No full operating system licenses are available under this program.**

Therefore, all qualified desktops on which Institution will run the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://microsoft.com/licensing/contracts>.

Campus and School Agreement and Campus Subscription Enrollment

Amendment ID G20

000-Iorihorn-E1223

A new section entitled "Additional Terms," is added to the agreement, and shall consist of the following subsections:

Additional Terms

a. Sublicensing. Institution may sublicense rights to Participants as specified in this section in order to allow their Users to participate in the Campus program under Institution's subscription Enrollment pursuant to the terms of this agreement.

i. Participants. A "Participant" means an Educational Institution, as defined under Qualified Education Users on Schedule A to the subscription Enrollment, which has duly executed a Participation Agreement.

ii. Participation Agreements. Institution agrees that it will be responsible for determining how software License information is provided to Participants and for distributing media ordered by any Participants. Prior to providing any software acquired under Institution's subscription Enrollment to any Participants, Institution will verify that it has received an originally executed Participation Agreement from those Participants. Institution will maintain the original Participation Agreements on its premises during the term of the subscription Enrollment and for one year thereafter. During this time Institution shall make copies of the Participation Agreements available for inspection by Microsoft at Microsoft's request. Institution assumes joint and several responsibility and liability to Microsoft for any acts or omissions of any Participants which, if taken or omitted by Institution as a licensee, would amount to a breach of the agreement, including the Product use rights.

iii. Communication. Institution agrees to establish and maintain a website and email distribution alias for the purpose of communicating pertinent information to Participants about the agreement. Institution agrees that the website will be active within fifteen (15) days after the agreement becomes effective, that it will be reasonably maintained, and that it will be located at the following URL www.foundationccc.org. Institution further agrees that the email alias will be active within thirty (30) days after its agreement becomes effective.

iv. Subscription Enrollment. The section of the subscription Enrollment entitled "Designate Institution participation and Users" is hereby deleted and replaced with a Participant Form attached to this Enrollment. The subscription Enrollment will not have a subscription Enrollment number; each Participant will be assigned an individual Participant Enrollment number instead.

b. Institution does not need to be a Qualified Educational User so long as it only orders software for Participants and it does not order software for use by non-Participants (including software ordered for Institution's own organization's internal use).

c. Notwithstanding anything to the contrary elsewhere in the agreement or the subscription Enrollment, the following is required:

i. Unit Minimum. The minimum number of units ordered under the subscription Enrollment will continue to be 300 units. The minimum number of units for any individual Participant pursuant to its Participant Enrollment will be 100 units. If an individual Participant

orders more than 100, but less than 300 units, it is still entitled to receive media kits, if requested by Institution.

ii. FTE Faculty & Staff. Institution will report in the subscription Enrollment the total Faculty & Staff FTEs of each Participant's entire Institution and not any subset of the Institution, such as a department.

iii. FTE Students under Student Option. For any Participants electing the Student Option, Institution will report in the subscription Enrollment the total Student FTEs of the Participant's entire Institution and not any subset of the Institution, such as a department.

d. Participant Form. In addition to completing the data tables in the subscription Enrollment, Institution will also complete the Participant Form which is part of the subscription Enrollment. The number of total FTEs from the Participant Form must match the number of total FTEs reported in the subscription Enrollment. If Institution's organization is included as a Participant, and Institution's organization otherwise qualifies to participate, then Institution must list its own organization on the Participant Form as a Participant in order to show accurately the total number of Institutions and Users.

This amendment must be attached to a signature form to be valid.

Campus and School Subscription Agreement Amendment ID CTM

000-lorihorn-E1218

I. Amendment.

- 1 The following section entitled **"Volume Discount"** is added to the subscription enrollments listed under this Agreement.

Volume Discount

On condition that the total number of Faculty and Staff software licenses ordered meets the individual product Full Time Equivalent requirement listed below, we will invoice your distributor at standard distributor price minus the discount offered in the table below.

Name of Product	Discount percentage off distributor invoice	FTE Requirement
Office SharePoint Designer All Lng Lic/SA Pack MVL	25%	53,421
Visual Studio Pro All Lng Lic/SA Pack MVL	25%	53,421
Project Pro Win32 All Languages Lic/SA Pack MVL w/1 ProjectSvr.CAL	25%	10,000
Visio Pro Win32 All Languages Lic/SA Pack	25%	5,000
Encarta Premium All Lng Lic/SA Pack MVL	25%	5,000
MapPoint Win32 All Languages Lic/SA Pack MVL	25%	5,000
SQL CAL All Languages Lic/SA Pack MVL Device CAL	25%	24,617

Server Software Volume Discount

We will apply the discount indicated below to your distributor's invoice if the total unit value of all server software in your initial order meets the levels shown in the table below:

Units	Discount percentage off distributor's invoice
10,000 Units	10%
20,000 Units	15%
30,000 Units	20%

Only valid if attached to an amendment cover page.

**COAST COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

(SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") is made and entered into on October 16, 2008 between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and MACIAS, GINI & O'CONNELL, LLP ("INDEPENDENT CONTRACTOR").

WHEREAS, DISTRICT desires to obtain consulting services to review and support its newly contracted External Auditors under review by the Audit Committee of the Board of Trustees; and

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide the SERVICES timely and in conformance with the laws of the State of California.

WHEREAS, DISTRICT may require the continuing services of INDEPENDENT CONTRACTOR to provide consulting services to the Audit Committee; and

WHEREAS, DISTRICT desires to retain the services of INDEPENDENT CONTRACTOR for said consulting services.

NOW, WHEREFORE, the parties agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. INDEPENDENT CONTRACTOR shall timely and competently provide those services consisting of: INDEPENDENT CONTRACTOR shall assist the Audit Committee of the Board of Trustees by providing consulting services to review and support the activities of the newly contracted External Auditors. (In addition to providing consulting services to renew and support the activities of the newly contracted External Auditors, the DISTRICT may require the continuing services of INDEPENDENT CONTRACTOR to provide advice to the Audit Committee on an on-going basis.)

2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR's employees, DISTRICT's employees, and members of the public from risk of harm arising out the nature of the work.

3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of this AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of services under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.

4. INDEPENDENT CONTRACTOR consents to use of INDEPENDENT CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

5. The services performed hereunder are work made for hire and DISTRICT shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed under this AGREEMENT. INDEPENDENT CONTRACTOR assigns to DISTRICT any and all rights INDEPENDENT CONTRACTOR could have, may have, or does have in the work and/or the work product performed under this AGREEMENT, and DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matters in the name of the DISTRICT. INDEPENDENT CONTRACTOR consents to the use of INDEPENDENT CONTRACTOR's name in conjunction with the sale, use, performance and distribution of said matters, for any purpose and in any medium. [Initial if applicable ()].

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT at the rate of \$175 per hour with a total fee not to exceed Ten Thousand Dollars (\$10,000). Subsequent advice to the Audit Committee will be at the rate of \$175 per hour. DISTRICT shall pay INDEPENDENT CONTRACTOR according to the following terms and conditions: INDEPENDENT CONTRACTOR shall submit invoices based upon actual work performed and in a format acceptable to DISTRICT. Progress payments for work completed shall be paid by DISTRICT within thirty (30) days of the receipt of INDEPENDENT CONTRACTOR'S _____.

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing services for DISTRICT.

ARTICLE III TERM, TERMINATION

1. This AGREEMENT shall commence on or about October 16, 2008 and be completed no later than June 30, 2009.

2. DISTRICT and INDEPENDENT CONTRACTOR each may, at any time, with or without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR's services hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR's failure to perform pursuant to this AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees, to indemnify and hold harmless DISTRICT, its trustees, officers, directors and employees against all damages, liabilities or costs, including attorneys' fees and costs, to the extent caused by INDEPENDENT CONTRACTOR's performance of services under this AGREEMENT or any acts in connection with or related to the SERVICES, or any actions of INDEPENDENT CONTRACTOR or anyone for whom the INDEPENDENT CONTRACTOR is legally

liable. INDEPENDENT CONTRACTOR shall indemnify, and hold harmless DISTRICT, its trustees, officers, directors and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, court costs, and other litigation expenses that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use of SERVICES by DISTRICT of method, process, product, concept specified, or depicted supplied by INDEPENDENT CONTRACTOR in the performance of this AGREEMENT.

2. DISTRICT requires INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, Directors, Officers, Employees and Agents as additional insured as follows:

- a. INDEPENDENT CONTRACTOR shall maintain in full force and effect during the term of this Agreement policies of commercial general liability insurance of \$2,000,000 and automobile liability insurance of \$1,000,000 and each with limits of at least \$2,000,000 combined limited coverage per occurrence on commercial general liability and at least \$1,000,000 combined limit coverage per occurrence on automobile liability insurance.
- b. INDEPENDENT CONTRACTOR shall maintain in full force and effect during the term of this Agreement a policy of professional liability insurance with limits of at least \$1,000,000 combined single limit coverage per claim or per occurrence.
- c. INDEPENDENT CONTRACTOR shall carry and pay for such workers' compensation insurance as required to fully protect INDEPENDENT CONTRACTOR and its employees under California Workers' Compensation Insurance Law.
- d. Other applicable insurance requirements are: (1) INDEPENDENT CONTRACTOR shall name the DISTRICT, its officials and employees as an additional insured on the appropriate policies; and (2) the insurance shall not be cancelled, except after thirty (30) days written prior notice to the DISTRICT.
- e. INDEPENDENT CONTRACTOR shall provide to DISTRICT certificates of insurance showing the names of the insurers and the amounts of coverage and insurer endorsements evidencing the required insurance provisions.

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details and means of performing the above-described SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such services. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally

entitled. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT's sole discretion.

2. This AGREEMENT represents the entire and integrated agreement between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. To the extent allowed by law, DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract or tort even if the parties are advised of the likelihood or possibility of the same.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

7. The failure of DISTRICT or INDEPENDENT CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration or litigation between the parties hereto arising out of or relating in any manner to this AGREEMENT including the necessity of either party to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing party shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing party and any judgment, decision or award rendered against either of the parties may specifically include such reasonable costs, expenses and attorneys' fees of the prevailing party.

9. This AGREEMENT shall extend to and be binding upon and inure to the benefit of heirs, executors, administrators, successors, and assigns of the respective parties.

10. INDEPENDENT CONTRACTOR shall perform all services required under this AGREEMENT using that degree of care and skill ordinarily exercised under similar conditions in similar localities, and shall be responsible for all errors and omissions for services performed by INDEPENDENT CONTRACTOR under the terms of this AGREEMENT.

11. The AGREEMENT shall be interpreted in accordance with California law.

12. Should either party to this AGREEMENT bring legal action against the other (formal judicial proceedings, mediation or arbitration), the case shall be handled in Orange County, California, and the party prevailing in such action shall be entitled to reasonable attorney fees which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

13. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

TO DISTRICT:

Coast Community College District
Attn: Board of Trustees
1370 Adams Avenue
Costa Mesa, CA 92626

TO INDEPENDENT CONSULTANT

Macias, Gini & O'Connell, LLP.
Attn: Michael C. Moreland, CPA
1201 Dove Street, Suite 680
Newport Beach, California 92660

Copy to:

Coast Community College DISTRICT
Attn: Vice Chancellor Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

Any such notices personally served or delivered by currier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after being deposited in the U.S. mail. Each party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A party may change its address for purposes of this paragraph by giving the other party written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.


DISTRICT

Coast Community College District

Armando R. Ruiz
President, Board of Trustees

INDEPENDENT CONTRACTOR

Macias, Gini & O'Connell, LLP


Michael Moreland, CPA



BUSINESS OPERATIONS

(Real Property, Facilities, and Equipment)

040_2_1.1
 Approved 09/18/85
 Revised 09/07/89
 Revised 04/05/94
 Revised 09/11/96
 Revised 06/25/97
 Revised 07/20/05
Revised XX/XX/XX

Usage Fees for Facilities and/or Equipment**COASTLINE--GOLDEN WEST--ORANGE COAST--DISTRICT**

All facility requests are processed through the individual campuses. User fees listed below are in addition to staffing fees (\$40.00 per staff per hour). Rates listed are all per hour. All equipment and personnel requests are coordinated through the following offices: Coastline Administrative Services; Golden West Administrative Services and Community Services; Orange Coast Maintenance & Operations and Bursar's Office, **District Administrative Services.**

CLASSROOMS

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
up to 50	\$25.00	\$35.00
up to 100	35.00	45.00
up to 150	40.00	50.00
up to 210	50.00	65.00
up to 400	130.00	175.00
Lab Classroom	40.00	50.00
Computer Center/Lab	80.00	105.00

PARKING LOTS (4 hour minimum)

Per space	2.00	4.00
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GYMNASIUM & RELATED

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
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Additional deposit required for damages or unusual clean-up. Amount to be determined by campus personnel. Full or partial refund will be returned following inspection of facility after event has occurred.

Small Gym Floor	\$100.00	\$155.00
Large/Main Gym Floor	150.00	235.00
Dance Room	50.00	90.00
Strength/Fitness Lab	75.00	140.00
Foyer Area	35.00	45.00
Weight Room	75.00	140.00
Locker Room (per room)	45.00	80.00
Aerobics Room	45.00	80.00
Cardio Lab	45.00	80.00
Biddle Field	45.00	80.00

BUSINESS OPERATIONS

Real Property, Facilities, and Equipment)

040-2-1.1

cont'd

ATHLETIC FIELDSNON-PROFIT COMMERCIAL

Track	\$75.00	\$140.00
Soccer	75.00	140.00
Practice Soccer	45.00	80.00
Softball Fields	115.00	165.00
Utility Fields	\$45.00	\$80.00
Baseball Field	115.00	165.00
Par Course	115.00	165.00
Practice Football	45.00	80.00

TENNIS/OUTDOOR COURTSNON-PROFIT COMMERCIAL

Tennis (per court)	\$15.00	\$20.00
Volleyball/Basketball	35.00	45.00
Handball (GWC only, per court)	15.00	20.00

POOLNON-PROFIT COMMERCIAL

Renter provided certified lifeguard – required.

Locker rooms additional charge.

Pool	\$80.00	\$115.00
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OTHER FEES – ATHLETICS

Other fees not included in basic usage fee: One rate for Non-Profit and Commercial

1. Microphone	\$10.00/hr
2. P.A./Stereo	40.00/hr
3. Scoreboard	40.0000/hr
4. Event Markers	40.00/hr

LEBARD STADIUM (4 hour minimum)NON-PROFIT COMMERCIAL*(No services)*

School games	\$ 400.00	
CIF Playoffs	600.00	
Non-profit Use	750.00	
Commercial Use		\$1,500.00
Football Practice	275.00	

Locker Rooms, Utility Fields, Strength Lab, Handball 101 (classroom), and Training Room additional fees.
Staffing at \$40.00 per person per hour. Lighting \$250.00.

LEBARD STADIUM - PARTIAL DAY USE RATES

(One rate for both Non-Profit and Commercial)

Stadium and Field House

1. Use of Stadium and Field House where wear and tear would occur to the facility: (i.e. football, soccer or rugby practice, etc.)

- a. First hour: \$400
- b. Each additional hour: \$180 (not to exceed 3 hours)
- c. Labor costs not included. Staffing at \$40.00 per person per hour.

BUSINESS OPERATIONS

040-2-1.1

Real Property, Facilities, and Equipment)

cont'd

2. Use of Stadium and Field House where no wear and tear would occur to the facility: (i.e. team pictures, commercial shoots, etc.)

- a. First hour: \$180
- b. Each additional hour \$60 (not to exceed 3 hours)
- c. Labor costs not included. Staffing at \$40.00 per person per hour

OCC HORTICULTURE GARDENS

Garden

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$90.00	\$120.00

OCC QUAD

Quad

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$90.00	\$120.00

OCC STUDENT CENTER

Conference rooms

Lounge

Main cafeteria floor area

Captain's Table

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$15.00	\$20.00
90.00	120.00
135.00	190.00
90.00	120.00

GWC COLLEGE CENTER*Cafeteria (4 hour min)*

Meetings and Seminars

Dances

College Center Patio

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$115.00	\$165.00
150.00	235.00
35.00	45.00

GWC COMMUNITY CENTER

Room 102 (Dining Room)

With Kitchen Fee

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$35.00	\$75.00
15.00	20.00

OCC DRAMA LAB

Lab

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$165.00	\$235.00

OCC ART GALLERY

Main Gallery

Children's Gallery

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$100.00	\$165.00
50.00	75.00

OCC ART CENTER

Foyer

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$115.00	\$165.00

OCC FACULTY HOUSE

Lounge

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$35.00	\$75.00

GWC QUAD

Quad

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$90.00	\$120.00

GWC AMPHITHEATER

Theater

<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
\$145.00	\$250.00

BUSINESS OPERATIONS

Real Property, Facilities, and Equipment)

040-2-1.1

cont'd

GWC THEATER (4 hour minimum)NON-PROFIT COMMERCIAL

Arrangements must be made a minimum of six (6) weeks in advance of the event to execute a contract determining the technical assistance and equipment needed.

Performance	\$200.00	\$300.00
Rehearsal	145.00	250.00

Basic usage fees include:

1. Main floor (340 seats)
2. Front and side stages
3. (1) Technical Coordinator (required)
4. (1) House Manager (required-performance only)
5. (30) lights - flat lighting plot
6. (2) dressing rooms - mens/ladies
7. (1) cashier's booth
8. (1) microphone on stand or podium
9. (1) tape deck and use of Theater sound system

Other fees not included in basic usage fee: One rate for Non-Profit and Commercial

1. Technical coordinator (overtime)	\$45.00/hr
2. Fly crew person	35.00/hr
3. Lighting instruments	10.00/instrument
4. Wireless microphone system	450.00/day
5. Sound technician	40.00/hr
6. Lighting technician	40.00/hr
7. Stage technician	35.00/hr
8. Spot light technician	30.00/hr
9. Cashier	25.00/hr
10. Spot light	100.00/4 hrs
11. Stage Manager (required-to be provided by renter)	
12. Ushers (4 required-to be provided by renter)	

GWC STAGE WESTNON-PROFIT COMMERCIAL

Arrangements must be made a minimum of six (6) weeks in advance of the event to execute a contract determining the technical assistance and equipment needed.

Performance	\$100.00	\$145.00
Rehearsal	75.00	80.00

Basic usage fees include:

1. Full use of facility
2. 4-hour use of house
3. (1) technician

Other fees not included in basic usage fee:

1. Additional staff
2. Custodial (hourly basic)

BUSINESS OPERATIONS

Real Property, Facilities, and Equipment)

040-2-1.1

cont'd

GWC RECORDING STUDIO

In no case will the Recording Studio be used without employing GWC Studio Engineers. The Recording Studio will be available only to in-district and non-profit groups.

Usage fee for in-district use and other schools in the community, including Studio Engineer's fee:
Studios A and B \$80.00/hr

Usage fees for non-profit groups only (not available for commercial use):
Studio A \$100.00/hr
Studio Engineer 50.00/hr

Studio B 75.00/hr
Studio Engineer 50.00/hr

ROBERT B. MOORE THEATRE/OCC (4 hour minimum)NON-PROFITCOMMERCIAL

Arrangement must be made a minimum of six (6) weeks in advance of the event to execute a contract determining the technical assistance and equipment needed.

BASIC LECTURE	\$150.00	\$225.00
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1. Mid stage, apron
2. House (916 seats)
3. One technician
4. Six (6) lighting instruments
5. One (1) dressing room (if available)
6. Ticket booth
7. Two (2) microphones, stands, cables, tape or CD playback
8. House sound system (Board, EQ, speakers, amps)

BASIC MUSIC - SMALL BAND	\$250.00	\$350.00
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1. Mid stage
2. House (916 seats)
3. Two (2) technicians
4. Sixty-two (62) lighting instruments
5. Two (2) dressing rooms (if available)
6. Ticket booth
7. Sixteen (16) microphones, stands and cable, tape or CD playback
8. House sound system (Board, EQ, speakers, amps, etc.)

BASIC MUSIC ORCHESTRA	\$300.00	\$450.00
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1. Full stage
2. House (916 seats)
3. Two (2) technicians
4. Sixty (60) lighting instruments
5. Orchestra shell
6. Chairs, stands, platforms
7. Two (2) dressing rooms (if available)
8. Ticket booth

BUSINESS OPERATIONS

Real Property, Facilities, and Equipment)

040-2-1.1

cont'd

BASIC DANCE CONCERT/VARIETY SHOW	\$300.00	\$450.00
1. House (916 seats)		
2. One hundred twenty-eight (128) lighting instruments		
3. Two (2) technicians		
4. Two (2) dressings rooms (if available)		
5. Ticket booth		
6. Six (6) microphones, stand and cables, tape or CD playback		
7. House sound system (Board, EQ, speakers, amps, etc.)		

Other fees not included in basic usage fee: One rate for Non-Profit and Commercial

1. Staff technician (overtime)	\$45.00/hr
2. One hour manager (overtime)	35.00/hr
3. Lighting instruments	10.00/instrument
4. Wireless microphone system	60.00 per channel
5. Spot light	100.00/4 hrs

**EQUIPMENT RENTAL CHARGES - PER DAY
CCC-GWC-CCC**

Overhead	\$10.00
96" x 96" Tripod Screen	5.00
Caramate	15.00
Lecternette	15.00
Microphone/Cable	10.00
Date Projector	75.00
25" Color TV/VHS/Cart	40.00
Stereo Cassette Player	10.00
PA System/Portable Speak Mic	50.00
LCD Projector	100.00
Pianos (Requires tuning each way [one for stage and one for rental] paid by user)	
Upright	150.00 or current cost of tuning
Grand	200.00 or current cost of tuning

Extra Charges - Prevailing hourly rates (minimum \$40.00 per person per hour) including fringe benefits will be assigned.

1. Projectionist
2. AV technician
3. Lifeguards
4. Locker room attendant
5. Special security
6. Scoreboard operations
7. Extra custodial
8. Security
9. Stage hands - special set-ups
10. Food service workers
11. Any other school employees required to work

BUSINESS OPERATIONS
Real Property, Facilities, and Equipment)

040-2-1.1
cont'd

BOATHOUSE RENTAL FEES/OCC

		<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Entire facility	Full Day	\$2,000.00	\$5,000.00
	Half Day	1,500.00	2,000.00
Ground level areas including 100 linear feet of dock space (excluding lower bays)	Full Day	\$600.00	\$1,000.00
	Half Day	400.00	750.00
Upstairs bayview classroom (maximum (50) persons) day/eves.	Full Day	\$250.00	\$500.00
	Half Day	150.00	350.00
Upstairs bayview classroom (maximum (125) persons) day/eves.	Full Day	\$450.00	\$650.00
	Half Day	300.00	450.00
Conference Room-Water view (12 people)	Full Day	\$200.00	\$400.00
	Half Day	125.00	250.00
Kitchen usage half or full day		\$50.00	\$75.00

NOTE:

Half day is four hours or less; anytime between 7 a.m. and 5 p.m.
Full day is more than four hours; anytime between 7 a.m. and 5 p.m.
Evening is anytime between 6 p.m. and 11 p.m.
Weekend and weekday rates are the same.

DISTRICT CONFERENCE/BOARD ROOMS (4 hour minimum)

	<u>NON-PROFIT</u>	<u>COMMERCIAL</u>
Room A (A120-02) – Seats 14	\$120.00	\$150.00
Room D (B230-06) – Seats 8	100.00	125.00
Room E (B220-01) – Seats 14	120.00	150.00
Room F (B200-01) – Seats 16	140.00	175.00
Room G (B210-06) – Seats 8	100.00	125.00
Room H (B200-07)* – Seats 20	160.00	200.00
Room I (C310-07) – Seats 20	140.00	175.00
Board Room* – Seats 180**	600.00	750.00

All conference rooms and Board room are available only during District business hours between 8:00 a.m. and 5:00 p.m. Rooms are not available on weekends or District holidays.

* Projector and screen available for use in these rooms. Additional staffing charges will apply.

** Arrangement must be made a minimum of ten (10) business days in advance of the event to execute a contract determining the technical assistance needed.

BUSINESS OPERATIONS

(Real Property, Facilities, and Equipment)

040 2 1.2
Approved 09/03/86
Revised 07/20/05

RESTRICTED USE OF DISTRICT SERVICES, FACILITIES, OR EQUIPMENT BY DISTRICT EMPLOYEES

No employee of the Coast Community College District shall use any shop or laboratory facility or equipment of the District (excluding recreational facilities) on personal projects or for personal benefit unless such use has been approved by the administration in charge as making a contribution to the educational program, or unless the employee is enrolled in the program as a student. Employees shall pay the established rate, if any, for services offered by any instructional program the same as would students or members of the community. Any work or services performed for any employee shall be done only when consistent with the current instructional objectives of the particular program and if the performance of that same work or service is available to students or members of the community.

ORANGE COAST COLLEGE AND GOLDENWEST COLLEGE PHYSICAL EDUCATION Facility Usage by District Employees

During Staffed Hours:

All employees are welcome to use physical education facilities to work out during staffed hours with the permission of the supervising instructor.

During Non-staffed Hours:

OCC/GWC physical education staff with key access to department facilities may use such facilities and supervise the use by other OCC/GWC staff members with the approval of the Physical Education and Athletics Dean. Non-staff individuals may **not** use such facilities without the written approval of the Dean.