Agenda

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Meeting: 11/05/2008 Regular Meeting Category: 0. Meeting Location Agenda Type: Information Public Access: Yes

Agendailtem Contenf

AGENDA

Coast Community College District 1370 Adams Avenue, Costa Mesa, CA 92626 Regular Meeting of the Board of Trustees Date: November 5, 2008 5:00 p.m. Closed Session 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 (Closed Session)
  - 1.06 Adopt Agenda
  - 1.07 Approval of Minutes
  - 1.08 Closed Session
  - 1.09 Public Comment (Open Session)
  - 1.10 Acceptance of Retirements
- 2. General Information and Reports
  - 2.01 Reports
- 3. Consent Calendar
  - 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 Disposal of Surplus
  - 3.03.05 Authorization to Enter Standard Telecourse Agreements Coastline Community College
  - 3.03.06 Approval of Clinical Contracts Orange Coast College
  - 3.03.07 Authorization for Purchase of Institutional Memberships Coastline Community College
  - 3.03.08 Authorization for Purchase of Institutional Memberships Golden West College
  - 3.03.09 Authorization for Purchase of Institutional Memberships Orange Coast College
  - 3.03.10 Authorization for Purchase of Institutional Memberships District 3.03.11 Community Activities Coastline Community College
  - 3.03.12 Sailing Program Orange Coast 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 - Golden West College

3.05.03 Authorization for Independent Contractors - Orange Coast College

3.05.04 Authorization for Professional Development Program

3.05.05 Authorization for Staff Development - District

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

3.06.05 Authorization for Special Payment - District

4. Action Items

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 Agreement - District

4.05 Buildings and Grounds

4.06 General Items of Business - Golden West College

4.07 Resolutions

5. Continuation of General Information and Reports

5.01 Reports Continued

5.02 Additional Informative Discussion Topics

5.03 Review of Buildings and Grounds Reports

5.04 Review of Internal Audit Report

6. Adjournment

Adjournment

Additional Administrative Content:

Created on Today at 10.4: AM by CCCDAdsv. Last update on 10/30/2008 by 36d Redniguez

## **1.01 Procedural Matters**

ACCENTERICE

Meeting:11/05/2008 Regular MeetingCategory:1. Procedural MattersAgenda Type:InformationPublic Access:Yes

Agendailtem Content

## **Procedural Matters**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Public Comment (Closed Session)

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 <u>Brown Act</u>. 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.

- 5. Adopt Agenda
- 6. Approval of Minutes

a. Regular Meeting of September 17, 2008

7. Recess to Closed Session

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

The following item(s) will be discussed in Closed Session:

- a. Public Employee Discipline/Dismissal/Release (pursuant to Section 54957)
- 8. Reconvene Regular Meeting

Additional Administrative Content

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1.09 Public Comment (Open Session)

Meeting:11/05/2008 Regular MeetingCategory:1. Procedural MattersAgenda Type:InformationPublic Access:Yes

Agenda item Content A Address 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 <u>Brown Act</u>. 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.

Additional Administrative Content

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1.10 Acceptance of Retirements

Meeting:11/05/2008 Regular MeetingCategory:1. Procedural MattersAgenda Type:InformationPublic Access: Yes

# Agenda Item Content

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

None

Additional Administrative Contents

Action: Agenda Details

Created on 09/26/2008 at 03:3A PMIDy CCCDHR: 1 as update on 10/30/2008 by Jodi Roduguez

# 2.01 Reports

Meeting:11/05/2008 Regular MeetingCategory:2. General Information and ReportsAgenda Type:InformationPublic 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

Agenda Item

Created of: 09/26/2008 at 03:34 PM by Jodi Rodinguez - Last update on 10/30/2008 by Jodi Rodinguez

3.01 CURRICULUM - NONE

Meeting:11/05/2008 Regular MeetingCategory:3. Consent CalendarAgenda Type:InformationPublic Access: Yes

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Additional Administrative Contents

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3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting:11/05/2008 Regular MeetingCategory:3. Consent CalendarAgenda Type:InformationPublic Access:Yes



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Additional Administrative Contents

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## (1)Meetings for the Board of Trustees

WALTER G HOWALD, Board Member (DIST), 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. The reason for this revision is that the Intersystem Committee Meeting has been rescheduled; therefore this authorization request is for the CCLC Board of Governors meeting on November 3, 2008 only.

WALTER G HOWALD, Board Member (CCCD), to attend the Intersystem Oversight Committee Meeting, December 3, 2008, Sacramento, CA, without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from District Conference Funds.

## (2)Meetings for Faculty and Staff

ISAIAH M AGUIRRE, Public Info Asst 1 (CCC), to attend the The Two-Day Business Writing Skills Workshop, January 12-13, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$299, to be paid from Marketing and Public Relations funds.

ISAIAH M AGUIRRE, Public Info Asst 1 (CCC), to attend the Community College Public Relations Organization 2009 Conference, April 20-24, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$500, travel by Air Coach, to be paid from Marketing/PR Conference funds.

DAVID L BAIRD, Dean (GWC), to attend the Community College League of California Fall Convention, November 20-21, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including a registration fee of \$395, to be paid from Matriculation funds, Basic Skills funds.

KAREN M BAKER, Instructor (OCC), to attend the Whales in a Changing World, November 14 - 17, 2008, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$193, to be paid from Full Time Academic Senate PDI funds.

DIANE S BALDING, Hourly Instructor (OCC), to attend the California Association of Dental Assisting Teachers, February 26 - 29, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$450, travel by Air Coach, to be paid from Part Time Professional Development funds.

ELIZABETH I BARTON, Hourly Instructor (OCC), to attend the Radiologic Technology Educators of California, November 14 - 15, 2008, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$240, to be paid from Part Time Professional Development funds, to be reimbursed for lodging due to late night and early morning meetings.

SANDRA BASABE, Instructor (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 Students funds.

JAMIE M BLAIR, Instructor (OCC), to attend the American Mathematics Association of Two-Year Colleges 34th Annual Conference, November 19 - 23, 2008, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$335, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

ROBIN A BOYLE, Mil/Cont Ed Tech Int (CCC), to attend the Coast Guard Sector San Diego, December 2, 2008, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$150, to be paid from Contract Education Auxiliary funds.

JYOTI CHANDRA, Hourly Instructor (GWC), to attend the 2008 Sleeter Group Accounting Software Consulting Conference, November 11-13, 2008, Phoenix, AZ, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$552, travel by Air Coach, to be paid from IPD Conference funds PT 50-60%.

WENDY L CLARK, Mil/Cont Ed Tech Int (CCC), to attend the Council of College and Military Educators Annual Symposium, January 24-29, 2009, Honolulu, HI, without loss of salary, with reimbursement for allowable expenses of \$2,800, including a registration fee of \$300, travel by Air Coach, to be paid from Contract Education Auxiliary funds. Includes 1 vacation day at employee's own expense.

LARISSA M CLARY, Hrly/Temp Inst/Resrc (OCC), to attend the American Cetacean Society, November 13 - 16, 2008, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$954, including a registration fee of \$349, to be paid from Foundation funds.

TIMOTHY J COOLEY, Instructor (OCC), to attend the 2008 Annual Asilomar Mathematics Conference California Mathematics Council - North, December 4 - 7, 2008, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$165, to be paid from Full Time Academic Senate PDI funds. Will be driving personal auto; to be reimbursed for mileage expenses if they equal they equivalency of travel by air coach.

NADINE I DAVIS, Instructor (GWC), to attend the National Student Nurses Association Midyear Conference, November 13-16, 2008, Reno, NV, without loss of salary, with reimbursement for allowable expenses of \$392, including a registration fee of \$65, to be paid from Nursing grant funds.

RENDELL E DREW, Instructor (OCC), to attend the Phi Delta Kappa International Summit on High - Performing Educators, November 12 - 15, 2008, San Antonio, TX, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$289, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

STEPHANIE L DUMONT, Counselor (GWC), to attend the Academic Senate for CA Community Colleges Fall Plenary Session, November 6-8, 2008, without loss of salary, with reimbursement for allowable expenses of \$200 including lodging due to late night and early morning meetings to be paid from IPD AFT conference funds.

JANE E DUNCAN, Special Proj Superv (CCC), to attend the Disability Program Navigator Quarterly Meeting, December 2-3, 2008, Riverside, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

CATHERINE P EGAN, Instructor (GWC), to attend the Merging Medicine V: Women's Health, November 8-9, 2008, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including a registration fee of \$375, to be paid from IPD Conference funds AFT.

FRED A FELDON, Instructor (CCC), to attend the American Mathematical Association of Two-Year College 34th Annual Conference, November 19-23, 2008, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,950, including a registration fee of \$375, travel by Air Coach, to be paid from Basic Skills AFT Conference funds.

COLLEEN D FITZGERALD, Adm/Records Tech 2 (GWC), to attend the CA Association of Community College Registrars & Admissions Officers, November 7, 2008, Burbank, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from college conference funds.

CAROL L FLOWERS, Instructor (OCC), to attend the Collaborating Today for Tomorrow's Accounting Classroom, November 13-16, 2008, Las Vegas, NV, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

JOYCELYN M GROOT, Dir Cont Dev & Oper (CCC), to attend the Two consecutive meetings: Walter Reed Army Medical Center; Education Fair, November 12-14, 2008, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,300, including travel by Air Coach, to be paid from Contract Education Auxiliary funds.

RYANE N HARRIS, Instructor (GWC), to attend the Kaleidoscope Leadership Institute, December 3-7, 2008, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$950, to be paid from College Discretionary funds.

CHARLENE HO, Student Financial Aid Technici (CCC), to attend the Annual Conference for California Community Colleges Student Financial Aid Administration Association, December 6, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$225, including a registration fee of \$175, to be paid from BFAP Board Financial Assistance Program funds.

SHEILA E HOSTETLER, Hourly Instructor (OCC), to attend the Pacific Southwest Academy of Legal Studies in Business, February 20 - 22, 2009, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$150, to be paid from Part Time Professional Development funds.

DARRYL ISAAC, Instructor (OCC), to attend the American Society of Echocardiography Annual Scientific Sessions, June 5 - 12, 2009, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$350, travel by Air Coach, rental car and insurance, to be paid from Full Time Academic Senate PDI funds.

RITA M JONES, Counselor (OCC), to attend the International Career Development Conference, November 6 - 9, 2008, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, to be paid from Perkins Career Development State Advisory Grant to be reimbursed for lodging due to late night and early morning meetings.

RITA M JONES, Counselor (OCC), to attend the Middle School Career Exploration Symposium; November 17 - 18, 2008, Santa Rosa, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$25, travel by Air Coach, to be paid from Middle College High School Grant funds.

DENNIS L KELLY, Instructor (OCC), to attend the Whales in a Changing World, November 13 - 16, 2008, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$189, to be paid from Full Time Academic Senate PDI funds.

LISA S LEE, Instructor (CCC), to attend the American Mathematical Association of Two-Year College 34th Annual Conference, November 19-23, 2008, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,950, including a registration fee of \$375, travel by Air Coach, to be paid from Basic Skills AFT Conference funds.

MICHELLE K MA, Dir Mktg & Pub Rel (CCC), to attend the Community College Public Relations Organization 2009 Conference, April 20-24, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$500, travel by Air Coach, to be paid from Marketing/PR Conference funds.

YOLANDA MALDONADO, Inst Assoc-Couns/Gdn (GWC), to attend the International Career Development Conference, Los Angeles, CA, November 7-9, 2008, without loss of salary, with reimbursement for allowable expenses of \$500 including lodging due to late night and early morning meetings to be paid from college conference funds.

SHAWN A MANN, Mgr Mil Prg Outreach (CCC), to attend the Council of College and Military Educators Annual Symposium, January 25-February 2, 2009, Honolulu, HI, without loss of salary, with reimbursement for allowable expenses of \$3,500, including travel by Air Coach, rental car and insurance, to be paid from Contract Education Auxiliary funds. Includes 3 vacation days at employee's own expense. This registration is included in the booth fee.

JOUMANA H MCGOWAN, Dean (CCC), to attend the California Community College Leadership Institute 2008, December 3-5, 2008, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$693, including a registration fee of \$280, to be paid from General Funds.

JOUMANA H MCGOWAN, Dean (CCC), to attend the 2008 Annual Convention and Partner Conference, November 20-22, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$895, including a registration fee of \$475, to be paid from VTEA.

ARABIAN Z MORGAN, Instructor (OCC), to attend the Collaborating Today for Tomorrow's Accounting Classroom, November 13 - 15, 2008, Las Vegas, NV, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

JANETTE S MOULTON, Financial Aid Specialist (CCC), to attend the Annual Conference for California Community Colleges Student Financial Aid Administration Association, December 6, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$225, including a registration fee of \$175, to be paid from BFAP Board Financial Assistance Program funds.

VINCENT V NGO, Financial Aid Spc Sr (OCC), to attend the California Association of Student Financial Aid Administrators, December 7 - 9, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$299, to be paid from Categorical Financial Aid funds.

MADJID NIROUMAND, Dirinternatnl Centr (OCC), to attend the National Association for Foreign Student Affairs: Region I and XII Bi-Regional Conference, November 9 - 15, 2008, Honolulu, HI, without loss of salary, with reimbursement for allowable expenses of \$2,800, including a registration fee of \$249, travel by Air Coach, to be paid from General funds - International Center.

KELLY R O'STEEN, Adm/Records Tech 2 (CCC), to attend the California Association of Community College Registrars and Admissions Officers Evaluator Workshop, November 7, 2008, Burbank, CA, without loss of salary, with reimbursement for allowable expenses of \$75, to be paid from Basic Skills funds.

STEPHANIE E PHONSIRI, Staff Aide (OCC), to attend the National Association for Foreign Student Affairs: Region I and XII Bi-Regional Conference, November 12 - 15, 2008, Honolulu, HI, without loss of salary, with reimbursement for allowable expenses of \$1,318, including a registration fee of \$249, travel by Air Coach, to be paid from General funds - International Center.

CYNTHIA M PIENKOWSKI, Director, Financial Aid & EOPS (CCC), to attend the Annual Conference for California Community Colleges Student Financial Aid Administration Association, December 5-7, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from BFAP Board Financial Assistance Program funds.

MALINNI N ROEUN, Instructor (CCC), to attend the American Mathematical Association of Two-Year College 34th Annual Conference, November 20-23, 2008, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,950, including a registration fee of \$375, travel by Air Coach, to be paid from Basic Skills AFT Conference funds.

LLOYD E SAPOSNEK, Hrly/Temp Tech (CCC), to attend the Disability Program Navigator Quarterly Meeting, December 2-3, 2008, Riverside, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

CAROLINE SPOJA, Staff Specialist (CCC), to attend the Strengthening California Through Student Success, November 20-21, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$470, to be paid from Basic Skills funds.

DEJAH L SWINGLE, Career Dev Grnt Coor (OCC), to attend the California Partnership Academy New Academy Initiative, November 16 - 18, 2008, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$750, to be paid from Categorical Careerlink Tech Prep funds, to be reimbursed for lodging due to late night and early morning meetings.

KAREN A THAYER, Hourly Instructor (CCC), to attend the National Council on Education for the Ceramic Arts, April 8-11, 2009, Phoenix, AZ, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$230, to be paid from CCA Conference funds.

BRITTNI Y TRAN, Admi/Recordtech III (GWC), to attend the CA Association of Community College Registrars & Admissions Officers, November 7, 2008, Burbank, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from college conference funds.

KATHIE T TRAN, Staff Asst Sr (Supv) (OCC), to attend the California Community Colleges Student Financial Aid Administrators, December 5 - 7, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$410, including a registration fee of \$250, to be paid from Financial aid categorical funds.

KATHIE T TRAN, Staff Asst Sr (Supv) (OCC), to attend the California Association of Student Financial Aid Administrators, December 7 - 9, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$529, including a registration fee of \$299, to be paid from Financial aid categorical funds.

MARIANA VOICU, Instructor (OCC), to attend the American Mathematical Association of Two Year Colleges, November 19 - 23, 2008, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$475, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

TAMMY L WEST, Accounting Assistant III (CCC), to attend the Annual Conference for California Community Colleges Student Financial Aid Administration Association, December 5-7, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from BFAP Board Financial Assistance Program funds.

MICHELLE R WILD, Instr/Coord (CCC), to attend the Two consecutive meetings: Walter Reed Army Medical Center; Education Fair, November 12-14, 2008, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,300, including travel by Air Coach, to be paid from Contract Education Auxiliary funds.

ALAN D WILLIAMS, Informatin Sys Tch II (CCC), to attend the Mac OS X Support Essentials V10.5, November 10-12, 2008, Santa Ana, CA, without loss of salary, with reimbursement for allowable expenses of \$1,700, including a registration fee of \$1,530, to be paid from Telecommunications & Technology Infrastructure Program funds, Total Cost of Ownership.

QUAN H XA, Financial Aid Tech (CCC), to attend the Annual Conference for California Community Colleges Student Financial Aid Administration Association, December 6, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$225, including a registration fee of \$175, to be paid from BFAP Board Financial Assistance Program funds.

# Agenda Iten

3.02.01 Authorization for Student Trips - Coastline Community College 11/05/2008 Regular Meeting 3. Consent Calendar e:

Agenda Type: Public Access: Yes

Meeting:

Category:

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

Conference/Activity: <u>Irvine Regional Park</u> Location: Irvine Dates: December 1 and 2, 2008 Department: Psychology (Ticket Numbers 91661, 91751, 92203) Cost/purpose/funding source: No cost Transportation: Private vehicles

Conference/Activity: <u>Irvine Regional Park</u> Location: Irvine Dates: December 3, 4 and 5, 2008 Department: Psychology (Ticket Numbers 81818, 81819, 81820) Cost/purpose/funding source: No cost Transportation: Private vehicles

Additional Administrative Content

Created on 09/28/2008 at 08:34 PMMV Lauro Swarcht. Lash update on 10/39/2009 by Laurie Swarouth at 2012 at 22

 3.02.02 Authorization for Student Trips - Golden West College

 Meeting:
 11/05/2008 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Public Access: Yes

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

Conference/Activity: <u>National Student Nurses Association Midyear Conference</u> Location: Sparks, NV Dates: November 13-16, 2008 Department: GWC Nursing Student Association Club Cost/purpose/funding source: \$5,000 for food, lodging; registration by students; Club funds Transportation: District

Additional Administrative Content & Content

Created on 09/26/2008 at 03:34 PM by Dolores Harper: Last update on 10/30/2008 by Foel Rodrigueza Area at a second s

Conference/Activity: <u>12<sup>th</sup> Annual Road to Teaching Conference</u> Location: Santa Ana, CA Dates: November 15, 2008 Department: Future Teachers Club Cost/purpose/funding source: \$15 registration NTE \$250, ASGWC funds Transportation: Personal cars

CCCD Agenda11/05/08

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3.02.03 Authorization for Student Trips - Orange Coast College

Meeting:11/05/2008 Regular MeetingCategory:3. Consent CalendarAgenda Type:Action (Consent)Public Access: Yes

Agenda Item Contents Conference/Activity: <u>Model United Nations Conference</u> Location: UCLA Date: January 16-18, 2009 Department: Student MUN Club Cost/Purpose/Funding Source: 20 students to attend/expenses NTE \$750 from club/ASOCC/sponsorship funds Transportation: Personal Vehicles

Conference/Activity: <u>AmWest Model United Nations Conference</u> Location: Las Vegas, NV Date: November 22-25, 2008 Department: Student MUN Club Cost/Purpose/Funding Source: 10 students to attend/expenses NTE \$1,150 from club/ASOCC/sponsorship funds Transportation: Personal Vehicles

Conference/Activity: <u>CALMUN Spring Model United Nations Conference</u> Location: Anaheim, CA Date: March 7, 2009 Department: Student MUN Club Cost/Purpose/Funding Source: 20 students to attend/expenses NTE \$925 from club/ASOCC/sponsorship funds Transportation: District/Personal Vehicles

Conference/Activity: <u>Model United Nations Club Events</u> Location: Various locations Date: 2008-2009 Department: Student MUN Club Cost/Purpose/Funding Source: 10 students to attend/expenses NTE \$100 per event from club/ASOCC/sponsorship funds Transportation: District/Personal Vehicles

Conference/Activity: <u>AmPac Model United Nations Conference</u> Location: Anaheim, CA Date: April 9-12, 2009 Department: Student MUN Club Cost/Purpose/Funding Source: 10 students to attend/expenses NTE \$1,150 from club/ASOCC/sponsorship funds Transportation: District/Personal Vehicles

Conference/Activity: <u>Field Trip for Biology 100 lab students</u> Location: Dana Point Harbor Beach, CA Date: November 22 or 23, 2008 Department: Biology Cost/Purpose/Funding Source: No cost to the college Transportation: Personal Vehicles Conference/Activity: <u>Puente Northern California Transfer Trip</u> Location: University of California, Berkeley, and San Francisco State University Date: November 13 – 15, 2008 Department: Counseling/OCC Puente Project Cost/Purpose/Funding Source: NTE \$5,000 from University of California Office of the President funds Transportation: District bus

Conference/Activity: <u>Tour of Various Hotels and University of Nevada facilities</u> Location: Las Vegas, NV Date: November 20-21, 2008 Department: School of Hospitality, Travel & Tourism Cost/Purpose/Funding Source: No cost to the college Transportation: District bus

Conference/Activity: <u>Outrigger Canoe Race for students enrolled in PE A159 and MARA A159</u> Location: Coronado Crown Aquatic Center, Coronado, CA Date: December 7, 2008 Department: Physical Education & Athletics Cost/Purpose/Funding Source: No cost to the college Transportation: District vehicles

Conference/Activity: <u>Rose Parade Float Decorating</u> Location: Pasadena, CA Date: December 27, 2008 Department: Circle K Club Cost/Purpose/Funding Source: Expenses paid by Kiwanis of Orange County Transportation: District bus

Conference/Activity: Journalism Association of Community Colleges Southern California Competition and Conference Location: California State University, Fullerton, CA Date: November 14-15, 2008 Department: Coast Report Newspaper Class Cost/Purpose/Funding Source: \$60 fee per student from ASOCC funds NTE \$700 Transportation: Personal vehicles

Conference/Activity: <u>Speech Showcase/Intramural Tournament</u> Location: OCC Date: November 19, 2008/November 21, 2008 Department: Speech Team Cost/Purpose/Funding Source: Food expenses to be paid from ASOCC funds Transportation: None <u>Revision to Previous Board Action</u> to add events. Previous Board approval 9/3/08.

Additional Administrative Content

## Acienda Item

 3.03.01 Authorization for Special Projects - Coastline Community College

 Meeting:
 11/05/2008 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Action (Consent)

 Public Access: Yes
 Yes

## Agenda liege Content

Project/Activity: <u>Annual Holiday Reception</u> Date: Thursday, December 11, 2008; 5:30 – 7:30 p.m. Location: Coastline Art Gallery Department: Foundation Purpose: Event Cost/purpose/funding source: NTE \$5,000; Foundation funds

Project/Activity: <u>Graduation Ceremony</u> Date: Saturday, May 16, 2009 Location: Westin South Coast Plaza Hotel Department: Student Services Purpose: Graduation Cost/purpose/funding source: NTE \$6,000; College funds

Project/Activity: Jump Start Program for Career Professionals Training Date: November 14 & 21, 2008 and December 5 & 12, 2008 Location: Orange County One-Stop Center Department: Orange County One-Stop Center Purpose: Training Cost/purpose/funding source: NTE \$4,000; WIA funds

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Additional Administrative Content

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3.03.02 Authorization for Special Projects - Golden West College 11/05/2008 Regular Meeting 3. Consent Calendar Agenda Type: Action (Consent) Public Access: Yes

## Agendaltem Conten

Project/Activity: Election 2008 Series - Immigration Reform Date: October 23, 2008 Department: Intercultural Club Purpose: Educate students on immigration issues Cost/purpose/funding source: \$300 for speaker; Club funds Revision to previous Board action of 10/15/08 to pay for speaker

Meeting:

Category:

Project/Activity: Campus Job Fair Date: November 5, 2008 Department: Employment Services Purpose: student job fair with off campus employers Cost/purpose/funding source: \$1,500 for food and printing; Foundation funds Revision to previous Board action of 9/3/08 to increase total cost from \$1,000

Project/Activity: Tamale Sale Fundraiser Date: November 6, 2008 Department: EOPS/CARE Club Purpose: Club fundraiser Cost/purpose/funding source: \$300 for food, supplies; Club funds

Project/Activity: Jewelry Sale Fundraiser Date: November 10, 12, 17-19, 2008 Department: EOPS/CARE Purpose: Fundraiser for CARE Adopt a Family Cost/purpose/funding source: no cost

Project/Activity: Project Page Turner Date: November 14, 2008 Department: ASGWC Purpose: GWC students read books to College View Elementary School students Cost/purpose/funding source: \$500 for food, printing; ASGWC funds

Project/Activity: Red Cross Donor Days Date: November 19-20, 2008 Department: ASGWC Purpose: Opportunity for Red Cross to allow students to donate blood Cost/purpose/funding source: \$150 for food, printing; ASGWC funds

Project/Activity: Nursing and Student Health Services Building Dedication Date: November 19, 2008 Department: Foundation Purpose: Building grand opening ceremony Cost/purpose/funding source: \$3,000 for food, supplies, printing; Foundation & Community Hosting funds

Project/Activity: Puente Club Taco Sale Date: November 19, 2008 Department: Puente Club

Purpose: Club fundraiser Cost/purpose/funding source: \$300 for food, supplies printing; Club funds

Project/Activity: <u>Variety Show</u> Date: November 21, 2008 Department: ASGWC Purpose: Student talent show Cost/purpose/funding source: \$500 for food, printing; ASGWC funds

Project/Activity: <u>Thanksgiving Pie Sale</u> Date: November 25-26, 2008 Department: EOPS/CARE Club Purpose: Club fundraiser to sell pie slices and holiday pies Cost/purpose/funding source: \$250 for food, supplies; Club funds

Project/Activity: <u>Student Success Recognition Luncheon</u> Date: December 4, 2008 Department: Re-Entry/CALWORKs Purpose: Recognizing students for student success skills Cost/purpose/funding source: \$1,100 for food, supplies, printing; TANF Grant funds

Project/Activity: <u>Student Holiday Bash</u> Date: December 4, 2008 Department: ASGWC Purpose: End of year food and entertainment bash Cost/purpose/funding source: \$1,200 for food, supplies; ASGWC funds

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3.03.03 Authorization for Special Projects - Orange Coast College 11/05/2008 Regular Meeting 3. Consent Calendar Agenda Type: Action (Consent) Public Access: Yes

Agendaltern Content

Project/Activity: OCC Fashion Events Date: November 12, 2008 Department: Fashion Purpose: Host professional organization: Hurley & Element Cost/Purpose/Funding Source: No cost to the college

Meeting:

Category:

Project/Activity: First Annual Concerto-Aria Competition Date: February 8, 2009 Department: Music Department, Visual & Performing Arts Cost/Purpose/Funding Source: Competition open to OCC and Junior Chamber musicians with an entrance fee of \$30 for contestants to defray cost of event judges and other expenses NTE \$3,000 to be paid from ancillary funds

Project/Activity: Re-Entry Center Workshops Date: 2008-2009 Department: Staff Development Purpose: Meet and Greet Open Houses to attract community and business donors Cost/Purpose/Funding Source: NTE \$1,000 from Staff Development funds

Project/Activity: Recognition Event Date: Spring, 2009 Department: Staff Development Purpose: Fund the Outstanding Coast Colleagues of the Year program and reception Cost/Purpose/Funding Source: NTE \$4,000 from Staff Development ancillary recognition funds

Project/Activity: Computer Tips for ESL Faculty Workshop Date: November 21, 2008 Department: Staff Development Purpose: Computer tips for ESL faculty/MyOCC training Cost/Purpose/Funding Source: NTE \$500 from Staff Development funds

Project/Activity: Workshops for Part-Time Faculty Date: November 12, 2008 Department: Staff Development Purpose: Part-Time Faculty Brown Bag Cost/Purpose/Funding Source: NTE \$350 from Staff Development funds

Project/Activity: Visiting Scholar Event Date: Fall, 2008 Department: All Campus Purpose: Mayan Calendar workshops and events Cost/Purpose/Funding Source: NTE \$5,000 from Visiting Scholar ancillary and Staff Development funds

Project/Activity: The Traditional Art of Printmaking in a Contemporary Art World Date: November, 2008 Department: Staff Development and Foundation Purpose: Contemporary art exhibits, workshops, and reception

Cost/Purpose/Funding Source: NTE \$1,500 from Staff Development and Foundation funds

Project/Activity: <u>Purchase of Promotional Items</u> Date: 2008-2009 Fiscal Year Department: Associated Students/Student Government Purpose: For use at resource fairs, orientation programs, and meetings Cost/Purpose/Funding Source: NTE \$5,000 from ASOCC funds

Project/Activity: <u>Holiday Ceramics Sale</u> Date: December 12-13, 2008 Department: Mudslingers Club/Art Department Purpose: Approximately 25 students to provide ceramics artwork for sale Cost/Purpose/Funding Source: No cost to the college

Project/Activity: Fall 2008 exhibitions for "Natural Connections," "Amy Caterina," and "James F. Lorigan" Date: November 12, 2008

Department: Frank M. Doyle Arts Pavilion/Visual and Performing Arts Purpose: Artist's reception and public mixer; approximately 500 guests expected to attend Cost/Purpose/Funding Source: NTE \$500 for catering and non-alcoholic drinks from Foundation funds

Project/Activity: <u>Fall 2008 Exhibitions Closing Reception and Holiday Event</u> Date: December 12, 2008 Department: Frank M. Doyle Arts Pavilion/Visual and Performing Arts Purpose: Closing reception and holiday events for approximately 600 guests Cost/Purpose/Funding Source: NTE \$500 for catering and non-alcoholic drinks from Foundation funds

Project/Activity: <u>Orange County Junior All-American Football "Super Bowl" at LeBard Stadium</u> Date: November 29, 2008 Department: Co-sponsored by OCC Physical Education & Athletics Purpose: Promote awareness of campus and athletic programs Cost/Purpose/Funding Source: No cost to the college

Project/Activity: <u>New York Mets Baseball Workout at OCC Baseball field</u> Date: November 22, 2008 Department: Co-sponsored by OCC Physical Education & Athletics Purpose: Promote awareness of campus and athletic programs Cost/Purpose/Funding Source: No cost to the college

Project/Activity: <u>11<sup>th</sup> Annual Vietnamese Culture Night</u> Date: March 15, 2009 Department: Vietnamese Student Association Purpose: Annual club event to promote awareness of campus Cost/Purpose/Funding Source: NTE \$18,000 to be funded from ticket sales/club funds

Project/Activity: <u>Golf Tournament</u> Date: November 19, 2008 Department: Foundation and Physical Education & Athletics Purpose: Fundraiser for Men's Golf Team Cost/Purpose/Funding Source: NTE \$10,000 from Foundation funds

Project/Activity: <u>Orange County Bowl</u> Date: November 22, 2008 Department: Foundation and Physical Education & Athletics Purpose: Community College football game determined by the California Commission on Athletics Cost/Purpose/Funding Source: NTE \$9,000 from Foundation funds Project/Activity: <u>Community College State Football Championship Game</u> Date: December 17, 2008 Department: Foundation and Physical Education & Athletics Purpose: Community College State Football Championship Cost/Purpose/Funding Source: NTE \$9,000 from Foundation funds

Project/Activity: <u>"Great Southern California ShakeOut," a Golden Guardian state-wide exercise</u> Date: November 13-14, 2008

Department: Campus Wide/Coordinated by the Governor's Office of Emergency Services Purpose: Campus-wide building evacuation exercise on November 13, and the opening of a "Care and Shelter" facility on November 14, 2008, to accept earthquake victims Cost/Purpose/Funding Source: NTE \$20,000 from one-time District disaster preparedness funds

Project/Activity: <u>Holiday Luncheon and Silent Auction</u> Date: December 4, 2008 Department: Spirit of Ability Club Purpose: Fundraiser with funds to be divided between the Spirit of Ability Scholarship Fund and the Invincible Millie Peterson Scholarship/Event is open to the public Cost/Purpose/Funding Source: Paid by club funds and donations

Project/Activity: Meetings and Events

Date: 2008-2009

Department: Re-Entry Center/Counseling Department

Purpose: Events and meetings to include a year-end celebration for Re-Entry students, faculty, and staff Cost/Purpose/Funding Source: NTE \$1,500 from ASOCC funds

Project/Activity: <u>Trip to California Desert Studies</u> Date: February 13-16, 2009 Department: Staff Development Purpose: Desert Ecology Trip Cost/Purpose/Funding Source: Participants to pay Bursar's office prior to trip; transportation by District; Staff Development to fund bus driver expenses NTE \$500

Project/Activity: <u>All-Campus Holiday Event</u> Date: December 10, 2008 Department: Staff Development and Foundation Purpose: Honor retirees and highlight programs Cost/Purpose/Funding Source: NTE \$3,500 from Foundation/Staff Development funds

Project/Activity: <u>High School Counselor's Breakfast</u> Date: November 14, 2008 Department: Counseling Purpose: Outreach Cost/Purpose/Funding Source: NTE \$3,500 from ASOCC/Foundation/General funds

Project/Activity: <u>Green Energy Day</u> Date: April 8, 2009 Department: International Business Club/Marine Sciences Club Purpose: Promote understanding of sustainable energy and transportation Cost/Purpose/Funding Source: NTE \$16,500 from club/ASOCC funds to cover expenses of speaker, T-shirts for participating students, booklet on green energy, hospitality for exhibitors, publicity, and implementation of Phase IV of the Robert B. Moore Theater garden

Project/Activity: <u>Club Rush and Student Service Fair</u> Date: February 17, 2009 Department: ASOCC InterClub Council Purpose: Promote ASOCC clubs to OCC students Cost/Purpose/Funding Source: NTE \$1,300 from ASOCC funds <u>Revision to Previous Board Action</u> to change date. Previous Board approval 8/20/08.

Project/Activity: First Annual Health Fair

Date: November 18, 2008

Department: Student Health Services

Cost/Purpose/Funding Source: Increase health awareness, resources, careers and partnerships with community with expenses NTE \$10,000 from Foundation/ASOCC/and or general funds <u>Revision to Previous Board Action</u> to add expense amount and funding sources. Previous Board approval 10/1/08.

Project/Activity: <u>Career Education to receive a total of \$100,000 from the California Community Colleges</u> Regional Consortia to include funding from various community colleges

Date: 2008-2009

Department: Career Education

Cost/Purpose/Funding Source: Provide ongoing development, organization, and marketing of Career Development Statewide Technical Workshops, web sites, and materials

Revision to Previous Board Action to delete San Mateo CCCD and add Cabrillo College to the Consortia

Additional Administrative Content

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3.03.04 Authorization for Disposal of Surplus

Meeting:11/05/2008 Regular MeetingCategory:3. Consent CalendarAgenda Type:Action (Consent)Public Access: Yes





Surplus110508.pdf

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# Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
COASTLINE COMMUNITY COLLEG	E	•		
Power Blower/Mower	8002388	30224	50114	Р
ORANGE COAST COLLEGE				
Printer	9055813	3450B	PMY007340E	l
Cassette Deck	9045618	AD-500	450047	I
Cassette Deck	9045571	AD-500	460515	l l
AM/FM Stereo Receiver	9035088	AG-680	LI81966	
Laptop	9032408	PAT80AU	Z9317304U	1
Computer	9057423	DHM	1Y68G41	I
Typewriter	9040023	EM-750fx	L81581046	1
Chair	9032000	7808AB	S5FDT	Р
Chair	9032005	7808AB	SHUDT	Р
Chair	9032004	7808AB	SZFDT	Р
Chair	9025167	7808AB	DS6MS7	Р
Chair	9032002	7808AB	S8UDT	Р
Chair	9032995			Р
Chairs (4)				P
Desks (2)	'			Р
Chairs (3)	P7			Р
Bookcases (2)				Р
Whiteboard	_			Р
Bulletin Board		· · ·		Р
Chairs (2)				P
Bookcases (3)				Р
Desks (4)	[			Р
Chairs (6)				Р
Desks (5)				Р
Microwave Oven		R3A55	6 a 17 a 17	1
Typewriter		5441		I -

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 3.03.05 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

 Meeting:
 11/05/2008 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Information

 Public Access: Yes
 Yes

Agendation Content ANTHROPOLOGY: THE FOUR FIELDS North Carolina Community College System (NC)

CHILD DEVELOPMENT: STEPPING STONES North Carolina Community College System (NC)

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD lowa Lakes Community College (IA) Johnson County Community College (KS) University of South Florida (FL)

CYCLES OF LIFE: EXPLORING BIOLOGY North Carolina Community College System (NC)

FACES OF CULTURE – REVISED University of South Florida (FL)

INTERMEDIATE ALGEBRA: MODELING THE WORLD North Carolina Community College System (NC)

MASTERING THE COLLEGE EXPERIENCE North Carolina Community College System (NC)

TRANSITIONS THROUGHOUT THE LIFE SPAN North Carolina Community College System (NC) - 16310 North Carolina Community College System (NC) - 16311

Additional Administrative Content Active Sec. 37

**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.

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## Agenda liem

3.03.06 Approval of Clinical Contracts - Orange Coast College 11/05/2008 Regular Meeting 3. Consent Calendar

Category: 3. Consent Calendar Agenda Type: Action (Consent) Public Access: Yes

Meeting:

Agenda liem 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 Centralia Elementary School District Buena Park, CA	Standard Clinical Affiliation Agreement
Cornerstone Therapies Huntington Beach, CA	Standard Clinical Affiliation Agreement
Dinh, Dr. Tania DDS Orange, CA	Standard Clinical Affiliation Agreement
Sunrise Brighton Gardens Yorba Linda, CA	Standard Clinical Affiliation Agreement

## AMENDMENT TO EXISTING AGREEMENT

Presbyterian Intercommunity Hospitai Whittier, CA Amendment Non-Standard Clinical Affiliation Agreement (See Presbyterian Hospital Attachment #6)

**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.



Presbyterian Hospital Amendment.pdf

Additional Administrative Contents

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 3.03.07 Authorization for Purchase of Institutional Memberships - Coastline Community College

 Meeting:
 11/05/2008 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Information

 Public Access:
 Yes

## Agendaltem/Contents

NEW

Seal Beach Chamber of Commerce - November 1, 2008 - December 30, 2009 - \$200

Membership will provide a broad range of professional networking opportunities. This will also help support Coastline's marketing, public and media relations, community and alumni relations, publications, legislative and governmental relations, and special-events coordination in the Seal Beach community. Membership to be paid from Marketing and PR Department funds.

Newport Beach Chamber of Commerce - November 1, 2008 - December 30, 2009 - \$350

Membership will provide a broad range of professional networking opportunities. This will also help support Coastline's marketing, public and media relations, community and alumni relations, publications, legislative and governmental relations, and special-events coordination in the Newport Beach community. Membership to be paid from Marketing and PR Department funds.

The Orange County Arts Council - November 1, 2008 - December 30, 2009 - \$250

Membership will provide a broad range of professional networking opportunities. This will also help support Coastline's marketing, public and media relations, community and alumni relations, publications, legislative and governmental relations, and special-events coordination in the Orange County art community. Membership to be paid from Marketing and PR Department funds.

Additional Administrative Content :

# Agenda Item 3.03.08 Authorization for Purchase of Institutional Memberships - Golden West College Meeting: 11/05/2008 Regular Meeting Category: 3. Consent Calendar Agenda Type: Action (Consent) Public Access: Yes Yes

Agenda item Content

RENEWAL

Broadcast Education Association - January 2009 - January 2010 - \$140

Membership provides instructors in Broadcast Education information regarding current TV development

Council of Chief Librarians - September, 2008 - September, 2009 - \$150

Membership provides participation in the cooperative purchase plan for online resources and services

English Council of California Two-Years Colleges - July 1, 20008 - June 30, 2009 - \$120

Membership provides articulation with four year colleges and universities on English curriculum

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# Action for Purchase of Institutional Memberships - Orange Coast College Meeting: 11/05/2008 Regular Meeting Category: 3. Consent Calendar Agenda Type: Action (Consent) Public Access: Yes

## Agendallem Conteners: The second s

## RENEWAL

<u>Council of Chief Librarians of California Community Colleges (CCL)</u> – 2008-2009 - \$150.00 Membership provides an opportunity to network with other deans, directors, and chief librarians of California community college libraries.

<u>NAFSA:</u> Association of International Educators – July 1, 2008 – June 30, 2009 - \$350.00 Membership provides a resource for regulatory updates and changes pertinent to F-1 international students necessary for compliance with federal regulations.

Created on 09/26/2008 at 03:34:PM by Lynname Minton : Last update on 10/30/2008 by 3odi Rodniguez : 24-24-34

Additional Administrative Contents

# Agendaltern 3.03.10 Authorization for Purchase of Institutional Memberships - District

Meeting:11/05/2008 Regular MeetingCategory:3. Consent CalendarAgenda Type:Action (Consent)Public Access: Yes

## Agendaltem Content?

## RÉNEWAL

The following campus memberships on submitted by the District on behalf of the campuses.

## **Coastline Community College**

American Association of Community Colleges (AACC) - January 1, 2009 - December 31, 2009 - \$6,335.00 (\$6,285.00 + \$50.00 Presidents' Academy Fee)

A national organization that serves as the college's link with the national movement of community colleges through various committees, services and lobbying efforts.

## **Golden West College**

American Association of Community Colleges (AACC) - January 1, 2009 - December 31, 2009 - \$11,785.00 (\$11,735.00+ \$50.00 Presidents' Academy Fee)

A national organization that serves as the college's link with the national movement of community colleges through various committees, services and lobbying efforts.

## Orange Coast College

American Association of Community Colleges (AACC) - January 1, 2009 - December 31, 2009 - \$14,045.00 (\$13,995.00 + \$50.00 Presidents' Academy Fee)

A national organization that serves as the college's link with the national movement of community colleges through various committees, services and lobbying efforts.

## District

<u>American Association of Community Colleges (AACC)</u> - January 1, 2009 - December 31, 2009 - \$50.00 Presidents' Academy Fee

A national organization that serves as the college's link with the national movement of community colleges through various committees, services and lobbying efforts.

## **District – Institutional Membership**

Student Right-To-Know (SRTK) - July 1, 2008 through June 30, 2009 - \$11,700 (\$3,900 per college)

Pursuant to the Board Authorization of May 22, 1996, and after review by the Educational Services office, it is recommended that authorization be given for Coast Community College District to renew the Student Right-To-Know Reporting subscription with the Chancellor's Office, California Community Colleges. The purpose of this agreement is to facilitate compliance by community college districts with the information

reporting requirements of the Student Right-To-Know Act (SRTK), as amended by the Higher Education Technical Amendments of 1991, The Higher Education Technical Amendments of 1993, and the implementing regulations of the United States Department of Education "federal law". The Federal "Student Right-To-Know" requirements utilize the statewide Management Information Services (MIS) system to collect and develop the reports for all colleges, with the opportunity for each college to subscribe to this service.

The services provided through this agreement include:

- Provide to District the operational definitions and data collection and reporting requirements necessary to submit data and/or generate reports, which will comply with federal law;
- Implement procedures to secure transfer and military enlistment data and match it with data supplied by District;
- Provide to District edit reports and an analysis of reporting problems;
- Provide to District required and supplementary reports describing the number of students who
  complete programs, the number who achieve transfer readiness, and the number who transfer
  (including extended time rates for part-time students, etc.);
- Provide to District the underlying data and programs to permit District to conduct research and validate the reports;
- Upon approval by District, forward final reports to the United States Department of Education consistent with requirements of federal law;
- Implement procedures to develop large scale relational database server for the purpose of allowing districts to query their own secure password protected student data reported in the Chancellor's Office Management Information System (not restricted to only SRTK data);
- Develop additional reports for purposes of counteracting the narrowly defined SRTK rates (in conjunction with Task Force recommendations) to enable Colleges to provide the broader picture of California Community College students;
- Implement procedures to provide additional student transfer data to Community Colleges obtained from student record matches with other postsecondary institutions (not restricted to only SRTK required data);
- Provide additional workshops, and training and Chancellor's Office MIS data (not restricted to only SRTK required data); and
- Distribute SRTK cohort unitary data records to all subscribing districts.

Additional/Administrative Content

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# Agenda Item

 3.03.11 Community Activities - Coastline Community College

 Meeting:
 11/05/2008 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Information

 Public Access: Yes
 Yes

## Agenda liem Contents

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

Created on 09/26/2008 at US 32 PM by Laurie Swanouff. Last update op 10/30/2008 by 30d Rodriguez.

3.03.12 Sailing Program - Orange Coast College

Meeting:11/05/2008 Regular MeetingCategory:3. Consent CalendarAgenda Type:Action (Consent)Public Access: Yes

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The following non-credit classes will be offered by the Marine Programs Office during the period of November 6, 2008 – November 5, 2009. The presenters will be paid at a fixed rate or percentage of income based on actual enrollment. Instructor fees will be charged against individual ticket budget numbers and paid from Sailing Center funds. (P)=percentage and (F) =flat rate.

## **REVISIONS TO PREVIOUS BOARD ACTION**

PROFESSIONAL EXPERT

LIDO 14 CLASSES

AT-RISK CHILDREN'S BOATING SAFETY PROGRAM, No fee to participants. Funded by a grant from State of California, Department of Boating and Waterways. 20 hours. BEGINNING SAILING, Fee \$139, 20 hours. INTERMEDIATE LIDO, Fee \$145, 18 hours PARENT AND CHILD SAILING LESSONS, Fee: \$55, 8 hours PRIVATE LESSONS LIDO, Fee \$180, 3 hours SCA CHECK-OUT, Fee \$100, 2 hours AFTER SCHOOL SAILING, Fee: \$150; 17.5 hours

ADD PRESENTER: Joe Fuschetti (prior approval July 16, 2008)

SPECIAL EVENTS

Project/Activity: <u>Sailing Center Holiday Dinner and Boat Parade Viewing</u> Date: Wednesday, December 17, 2008 Department: Sailing Center Purpose: Invite sailing center staff, spouses and guests. A light buffet dinner and drinks will be served. A boat ride to view the Newport Harbor Holiday Boat Parade will be offered aboard the Por Nada. Cost/Purpose/Funding Source: Expenses NTE \$1,000 from Sailing Center funds.



## 3.04 PERSONNEL ITEMS

Meeting:11/05/2008 Regular MeetingCategory:3. Consent CalendarAgenda Type:InformationPublic Access:Yes

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Additional Administrative Content

#### 3.04 PERSONNEL ITEMS

#### 1. 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.

### 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

Name	LHE/week
Amitoelau, Sylvia E.	5.625
Arreaga, Elizabeth C.	3.000
Aubry, Michael H.	6.000
Bai, Hannah	3.750
Bailly, Jennifer N.	3.000
Barnes, Ralph T.	8.000
Barnes, Stephen G.	4.000
Barrett, Debra A.	9.000
Basford, Sean M.	9.000
Bates, Laurye	3.000
Beaver, Dorothy A.	8.930
Belanger, Albert G.	8.000
Bergey, Leslie M.	4.875
Boddie, Richard B.	3.000
Boehler, Connie J.	5.000
Borcoman, Kelvin D.	9.000
Bouley, Harold C.	6.000
Bovard, Kelly R.	3.000
Briggs, June K.	1.777
Brock, Marilyn V.	6.000
Brown, Debra G.	9.000
Bunnell, Dona R.	6.994
Butler, Thomas W.	5.499
Candelaria, Patricia A.	4.000
Carpenter, Linda L.	6.000
Duzey, Janice L.	3.000
Go, Marianne R.	6.000
Herrera, Patrick D.	9.000
Johnson, Jeffrey A.	4.000
Mc Intosh, Peggy K.	2.833
Ortega, Yvonne L.	8.000
Petri, Michael C.	6.000
Proppe, Jean R.	3.000
· ·	0.000

Reisch, Carla M.	3.000
Sayasy, Ny K.	3.750
Spencer, James R.	3.108
Steddum, Michelle R.	0.250
Stockham, Diane K.	2.660
Stockham, John C.	3.990
Takacs, Marcia	9.000
Talmage, Dorrie M.	6.000
Tamondong, Rebecca J.	3.000
Terry, Ladd J.	4.500
Thayer, Karen A.	8.413
Torrini, Lynn E.	8.331
Tran, Chau D.	9.000
Tran, Dung N.	9.000
Tran, Son N.	3.500
Troy, Jeffrey S.	4.000
Van Beek, Milo V.	8.000
Vayo, Sunshine M.	3.000
Wahba, Remon N.	9.000
Walker, Don	2.374
Walker, Heather D.	6.000
Walker, Lynn M.	8.343
Waller, Ellis M.	9.000
Ward, Michael S.	6.500
Washington, Warren A.	3.000
Watson, Katherine A.	9.000
Watts, Susan C.	3.000
Wen, Zhong	7.000
West, Ruth B.	7.500
Whitson, Stephen M.	7.500
Wilson, Lora I.	1.777
Windsor, Adrian S.	9.000
Wong, Rammy D.	5.984
Woodruff, Saundra C.	8.000
Wrobel, Alfred J.	5.000
Yaron, Sharon D.	8.375
Yazan, Ozkan	4.000
Yee, Lauren J.	3.000
Yue, Amy J.	6.000

# Golden West College

Name	<u>LHE/week</u>
Baumheckel, Kenneth R.	7.000
Bebawi, Sabri G.	4.000
Becker, Craig R.	9.000
Bendz, Guadalupe G.	5.000
Benoe, Christopher S.	8.662

**Personnel Items** 

<b>_</b>	
Benschop, Joanne	3.000
Bergman, Martha H.	7.000
Berry, Debra D.	7.500
Birnie, Deborah D.	9.000
Biser, Nicole Y.	6.500
Bitting, Kenneth W.	9.000
Blackburn, Brenda G.	4.500
Blackburn, Lisa N.	7.000
Bogart, Dennis G.	2.333
Bon, Denise M.	7.500
Booker, Anya C.	3.000
Bornemann, Chung C.	
	5.250
Boswell, Glen D.	3.750
Botello, Rebeca	3.000
Bowers, Elizabeth R.	7.000
Bradshaw, Donald E.	3.000
Brady, Kenneth	4.000
Brazney, Suzanne L.	4.500
Brennan, Peter	8.000
Brown, Helen H.	6.000
Brownell, Beverley P.	8.667
Bush, Nathan J.	2.000
Clemans, Harvey L.	5.332
Gonzell, Elizabeth G.	6.083
Miller, Michael R.	4.000
Miner, Robert K.	5.000
Moore, Bradley A.	3.000
Myers, Darya N.	8.750
Nilsen, Cara C.	3.666
Orellana, Sandra G.	6.083
Rams, Richard F.	3.000
Rives, Nicky D.	3.000
Seufert, Dana J.	3.000
Tamsamani, Zouhair	8.000
Tenno, Milton H.	7.500
Ternes, Linda M.	5.000
Tran, Le V.	9.000
Tran, Tammie M.	3.000
Tsai, Mike C.	6.998
Tumbas, Nancy L.	3.000
Turnbull, Don E.	3.000
Villalpando, Erica M.	3.000 8.200
•	
Watkins, Margaret A.	3.000
Wegter, Rachel A.	6.334
Wells, Matthew E.	8.875
Welty, James K.	5.000
Wertz, William J.	8.998
White, Carol T.	4.250

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Personnel items

Whiteley, Sean P.	3.000
Wietting, John C.	4.000
Wilson, Audrey K.	2.750
Wimmer, Ronda R.	9.000
Wolzinger, Renah	7.332
Yen, Shu-Jen	5.750
Yendrek, Michael R.	5.250
Yingst, John J.	6.000
Yingst, Sylvia A.	4.000
Zoeckler, Linda K.	9.000
Zugates, Michael	7.500
Zuidervaart, Genevieve T.	8.000

# Orange Coast College

Name Anduri Magan E	LHE/week
Anduri, Megan E.	1.000
Avina, Teresa D.	3.500
Backey, Joan M.	9.000
Bahti, Cynthia L.	9.000
Balding, Diane S.	8.250
Baltazar, Margaret A.	3.000
Baltes, Christine M.	8.750
Bannister, Michael J.	6.000
Barber, Jennifer J.	7.500
Barrett, Charles M.	8.666
Barton, Elizabeth I.	8.000
Basile, Carol J.	9.000
Bayes, Chauncey D.	8.333
Beale, Michael J.	4.000
Becker, Lauren E.	5.625
Bednarski, Christina M.	6.000
Beitel, Michelle N.	2.500
Berekian, Beverly J.	6.250
Berenson, Virginia L.	6.000
Bertheaud, Stanley P.	2.625
Bharadvaj, Ramaa	1.750
Bhattacharyya, Binayak	8.000
Bianchi, Erin	4.500
Bierlich, Susan M.	3.000
Bishop, Dennis	4.500
Blanc, George L.	3.000
Blasius, Mary E.	2.250
Boone, Rick H.	6.000
Borton, Robert L.	9.000
Bowman, David A.	2.438
Bowman, Tamara R.	9.000
Bradley, Ivan L.	3.000
Diadicy, Mari L.	0.000

Personnel Items

Breit, Craig A.	9.000
Brenish, Shana J.	5.000
Brewer, Justin S.	8.000
Bright, Daniel C.	8.848
Bright, Lynn D.	6.000
Broberg, Scott M.	1.667
Broome, Melissa J.	
	1.500
Brun, Kristin L.	2.500
Buckley, John F.	8.000
Bullard, Barbara R.	6.000
Butler, Dennis G.	7.500
Chatham, Lynne M.	4.000
Clark, Charles C.	2.667
Doan, Khanh T.	5.000
Dunn, Catherine A.	3.000
Herbst, Marc A.	7.000
Kowalski, James A.	2.000
Laskelle, Paula F.	1.000
Margolin, Cathryn G.	8.250
Martin-Riad, N K.	1.833
McLaughlin, Jane D.	7.500
Ringler, Debra M.	3.500
Roby, Janice K.	1.200
Rubenstein, Eliza N.	2.500
Salim, Linda	5.500
Samaniego, Kimberly D.	8.000
Taba, Khalil	9.000
Tan, Jennifer	4.500
Tangen, Kenneth L.	3.000
Tate, Peter D.	8.000
Taylor, Daniel G.	4.250
Thomas, Noah S.	5.333
Thomas, Richard E.	9.000
Thornton, Michael J.	6.500
Thron, Rebecca G.	3.000
Townsend, Toby J.	7.500
Tran, Duy A.	6.500
Tress, Marguerite L.	7.500
Tsutsumida, Damian J.	3.333
Turner, Travis T.	3.355
Urbien, Darrell	
-	6.000
Urie, Walter C.	5.666
Valdez, Edilberto B.	3.000
Valley, Stephen M.	8.250
Varga, John L.	5.000
Vargas, Benjamin	8.000
Vidal-Prudholme, Laura L.	3.000

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**Personnel Items** 

Villegas Bonno, Patricia	5.000
Visco, Frank J.	3.000
Visco, Lisa M.	5.375
Volmer, Kimberly M.	8.000
Vu, Vienne T.	7.500
Wakim, Salena A.	9.000
Walker IV, John F.	4.000
Walls, Laura C.	5.000
Waterhouse, Anna	8.000
Whitaker, Jutta C.	4.000
Williams, Ann M.	9.000
Williams, Sherry L.	3.000
Wilson, Eric P.	6.889
Wilson, Michael J.	6.000
Wilson, Nancy H.	3.500
Winkel, Lance S.	7.000
Winston, Rachel A.	4.500
Wittenberg, Joel C.	4.469
Wood, Joshua	8.000
Woodward Jr, Gerald H.	3.000
Wright, Kristine M.	3.000
Young, Ronald L.	9.000
Zachwieja, Thomas S.	6.750
Zaidi, Masood A.	6.000
Ziemer, William K.	9.000

# 2. 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:

#### Management and Classified Contract

Name	LOC	From	<u>To</u>	Action	PLCMT
Montano, Jennifer	CCC	Military Contract Educ Tech, Intermediate	Military Contract Educ Tech III	Effective 07/01/08 to 12/31/08	E-48-04

#### 3. 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> Garcia, Lourdes	LOC CCC	<u>Start Date</u> 11/06/08	<u>End Date</u> 06/30/09	<u>Funding Source</u> 124002-856201	<u>Daγs to Work</u> Μ,Τ,W,TH,F
	CCC	11/06/08	06/30/09	124007-856101	M,T,W,TH,F
Kuraishi, Arisa	OCC	11/06/08	06/30/09	110001-260500	M,T,W,TH,F
Levanton, Michael	000	11/06/08	06/30/09	110001-260500	M,T,W,TH,F
Marcotte, Candy	CCC	11/06/08	06/30/09	124007-851254	M,T,W,TH,F
McCulley, Sheri	CCC	11/06/08	06/30/09	124007-851254	M,T,W,TH,F
Needham, Carol	CCC	10/13/08	12/31/08	110001-843000	M,T,W,TH,F
	CCC	10/13/08	12/31/08	110001-870001	M,T,W,TH,F
Nguyen, Charles	000	11/06/08	06/30/09	110001-260500	M,T,W,TH,F
Pinuelas, Alison	CCC	11/06/08	06/30/09	818030-879910	M,T,W,TH,F
Tellez, Jennifer	CCC	11/06/08	06/30/09	124002-856201	M,T,W,TH,F
	CCC	11/06/08	06/30/09	124007-856101	M,T,W,TH,F
Vergara, Juan	GWC	1 <b>1/08/08</b>	06/30/09	813015-381401	S,SU
Zarate, Petra	CCC	11/10/08	06/30/09	124007-851254	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>	LOC	Start Date	End Date	Funding Source	<u>Days to Work</u>
Miller, Matthew	OCC	11/06/08	06/30/09	110001-211001	M,W,F
Ruiz, Timothy	OCC	11/06/08	06/30/09	812010-266851	M,W,F

Hourly/Temporary/Service/Maintenance, to perform a variety of semi-skilled maintenance, janitorial and repair work on campus buildings, equipment and facilities in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	LOC	Start Date	End Date	Funding Source	Days to Work
Kaifos, Christopher	000	09/10/08	06/30/09	110001-269001	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>	LOC	Start Date	End Date	Funding Source	Days to Work
Kennedy, Daniel	000	10/16/08	06/30/09	812035-212802	M,W,F
Ngo, Hong	CCC	11/06/08	06/30/09	124044-859301	M,T,W,TH,F

#### **Personnel Items**

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>	LOC	Start Date	End Date	Funding Source	Days to Work
Raddavong, Buffie	CCC	10/10/08	06/30/09	818030-847515	M,T,W,TH,F
Reyes, John	CCC	10/10/08	06/30/09	818030-847515	M,T,W,TH,F
Yoshi, Michi	CCC	09/24/08	12/31/08	120010-850101	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

Nguyen, Bach Nguyen, Hoang Tucio, Erica

#### Golden West College

Choi, Hye Nguyen, Quyen

Orange Coast College

Cassadas, Daniel Chau, Tuan Danford, Karissa Flores, Jocelyn Hosseini, Ana Martin del Campo, Rafael Meija, Maura Meza-Martinez, Cecily Michel, Estaphany Miles, Cody Nguyen, My Tiu, Anne Worff, Amy

#### 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

Arevalo, Janelle Carvajal, Amanda Nguyen, Van Perez, Jenny Shrock, Mark

#### 4. Authorization for Professional Experts

#### Professional Experts over \$10,000.00

<u>Leighton, John</u>, CCC, to research material to be included in grant proposals and to edit proposals, for the period 10/10/08 to 02/09/09, compensation to be \$14,000.00.

#### **Other Professional Experts**

<u>Cyrino, Alvaro S.</u>, DIST, to provide CPR, AED, First Aid, and Community Emergency Response Team training through the District Environmental Health and Safety Office, for the period 10/16/08 to 06/30/09, compensation to be \$5,000.00.

<u>Dunne, Catherine C.</u>, CCC, to provide Customer Service and other Business Services Training for Coastline's Contract Education Programs, for the period 11/06/08 to 06/30/09, compensation to be \$5,000.00.

<u>Harris, Andrea</u>, OCC, to direct and curate exhibitions in the main gallery of the Arts Pavilion, for the period 09/22/08 to 10/31/08, compensation to be \$5,500.00.

<u>Peck, Julie</u>, CCC, to serve as the High School Coordinator for the Banking for Credits College Program, for the period 10/16/08 to 06/30/09, compensation to be \$200.00.

The following OCC Professional Experts to work with Early Alert Pilot Program, for the period 09/02/08 to 11/26/08, compensation to be \$1,500.00:

Lam, MyMy Weber, Daniel

The following OCC Professional Experts to perform work associated with the Tech Prep Regional Coordination Grant, for the period 10/01/08 to 02/05/09, compensation to be \$1,000.00:

Brooks, Cori E. Gordon, Armida Kaidin, Linda J. Lee, Deanna L. Pelkey, Renee Perez, Michelle C. Pineda, Maribel

#### a denda llem

 3.05.01 Authorization for Independent Contractors - Coastline Community College

 Meeting:
 11/05/2008 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Action (Consent)

 Public Access: Yes
 Yes

#### Agendalhem Content As a state of the second st

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

#### \$10,000 AND OVER

<u>Cox, Steve</u> to provide planning, development, programming and formatting to revise existing courses to match revised textbook/student guide; create new CDROM courses; convert existing courses to executable format and to migrate existing courses to Moodle; June 18, 2008 – June 30, 2009, for a fee NTE \$18,000 to be paid by ISD Ancillary funds. (Revision is to increase NTE fee. Prior Board Approval: 6/18/08)

<u>Koppett, Kat</u> to write scripts for the Open Learning Language Initiative (OLLI), July 1, 2008 – June 30, 2009, for a fee NTE \$25,000 to be paid from grant funds received from the William and Flora Hewlett Foundation. (Revision is to increase dollar amount. Prior Board Approval: 6/18/08)

#### UNDER \$10,000

<u>Pixel Abuse</u> to create visuals for various projects throughout the Instructional Systems Development Department, July 1, 2008 – June 30, 2009, for a fee NTE \$7,000 to be paid by ISD Ancillary funds. (Revision is to increase NTE fee. Prior Board Approval: 6/18/08)

<u>Nunn, Mitchell</u> to provide audio voice-over for the Open Learning Language Initiative (OLLI), November 6, 2008 – June 30, 2009, for a fee NTE \$500 to be paid from grant funds received from the William and Flora Hewlett Foundation.

<u>OptionsUnlimited, LLC</u> to facilitate the Kaleidoscope Leadership Institute, December 3-7, 2008, at the Westin South Coast Plaza Hotel in Costa Mesa, for a fee NTE \$6000 to be paid from Foundation funds.

<u>Woodyard, Shawn</u> to provide planning, development, programming and formatting to provide research and advising on the new World Music online course, July 1, 2008 – June 30, 2009, for a fee NTE \$9,500 to be paid by ISD Ancillary funds. (Revision is to increase NTE fee. Prior Board Approval: 8/20/08)

<u>Wieshlow, Heather</u> to provide four half-day training sessions, front-end instructional design plan, review print and video media during production, and coordinate advisor evaluation of media for a new distance learning course in chemistry, November 14 & 21, 2008, and December 5 & 12, 2008, for a fee NTE \$4,000 to be paid by Workforce Investment Act (WIA) funds.

Additional Administrative Content

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 3.05.02 Authorization for Independent Contractors - Golden West College

 Meeting:
 11/05/2008 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Action (Consent)

 Public Access; Yes
 Yes

#### Agenda frem Comenters

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

\$10,000 AND OVER

<u>Perrou, Barry</u> to provide specialized training for Orange County law enforcement officers, October 27 – June 30, 2009, to be paid \$10,000 from grant funds.

#### UNDER \$10,000

<u>A.N.S.W.E.R. L.A. Project of Progress Unity Fund</u> to provide a speaker for the Immigration Forum, October 23, 2008, to be paid \$300 from ASGWC, Intercultural Club, and Intercultural Program funds. (late due to speaker charge; previously approved as a volunteer speaker)

<u>Dierl, Christopher Zbaren</u> to provide contracting services for the theater production of "Nine," November 7-16, 2008, to be paid \$400 from ASGWC funds.

<u>Hodge, Cheryl</u> to serve as an Editor/Content Expert for the Regional Health Occupations Resource Center (RHORC) Certified Nursing Assistant Curriculum Revision Project, November 6, 2008 – June 30, 2009, to be paid \$1,500 from RHORC Trust funds.

International Sanctuary to serve as a guest speaker on Human Trafficking, November 20, 2008, to be paid \$200 from ASGWC funds.

<u>Jones, Nathan</u> to provide photographic services for the Theater department, November 10, 2008 – June 30, 2009, to be paid \$500 for the Theater auxiliary account.

<u>November Learning, Inc</u>. to serve as a Guest Speaker for the 13<sup>th</sup> Annual Health Occupations Educator Institute, April 21, 2009, to be paid \$7,900 from RHORC Trust funds.

The following individuals to serve as Musicians for the theater production of "Nine," November 7-16, 2008, to be paid \$800 each from ASGWC funds.

Cardenas, Stephan Derthick, Joseph Dierl, Cheri Ghiassi, Mark Green, Stephen Gross, Charles V Hall, Jennifer Howells, David Kyung, Sandra LaVergne, Pat Michelou, Jean-Pierre Poster, Jack Satton, June Seufert, Dana Smith, Alexander J Yoshinaga, Shannon

Additional Administrative Content

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3.05.03 Authorization for Independent Contractors - Orange Coast College 11/05/2008 Regular Meeting 3. Consent Calendar Agenda Type: Action (Consent) Public Access: Yes

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

#### \$10,000 AND OVER

Meeting:

Category:

Nashco Enterprises, Inc. to consult for five days and upgrade current Service Desk Express software to be paid a fee NTE \$11,050.00 from ancillary funds.

#### UNDER \$10,000

Barnhart, Edward Dr. to serve as the fall Visiting Scholar keynote speaker on the OCC campus in December, 2008, to be paid a fee NTE \$4,000, including hotel accommodations, from Staff Development Visiting Scholar ancillary funds.

Brady, Melanie to serve as guest speaker on "Coping with Fear, Grief, and Change" at the Re-Entry Center spring workshops for the period February 17, 2009, through March 3, 2009, to be paid \$500 from ASOCC funds.

Fornaci, Alessandro to serve as a speaker for a workshop entitled, "The Traditional Art of Printmaking in a Contemporary Art World," November 8-14, 2008, to be paid \$500 from Staff Development District funds.

Martinangeli, Frank to serve as a speaker for a workshop entitled, "The Traditional Art of Printmaking in a Contemporary Art World," November 8-14, 2008, to be paid \$500 from Staff Development District funds.

Gurdine, Megan to serve as costume designer and creator for "Return to the Forbidden Planet" beginning February 1, 2009, through March 21, 2009, to be paid \$800 from ASOCC funds.

Isaacs, Susan, published novelist and screenwriter, to present at a Literature & Languages co-curricular seminar on November 17, 2008, to be paid \$500 from ASOCC funds.

Kim, Helen to serve as guest speaker for Photography 283 on November 6, 2008, to be paid \$250 from ASOCC funds.

Newlander, John to serve as guest speaker for Art A130/131 Painting classes on November 10, 2008, to be paid \$200 from ASOCC funds.

## Additional Administrative Contests

#### Adenda Item

### 3.05.04 Authorization for Professional Development Program

Meeting:11/05/2008 Regular MeetingCategory:3. Consent CalendarAgenda Type:Action (Consent)Public Access: Yes

# Agenda from Content 2000 OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Seminar	Date	Amount
Montgomery, Cyndee Staff Assistant OCC	OT 201C- Old Testament PSYD 375- Understanding Research Design	08/30-09/27/08 09/30-10/28/08	\$3,000.00
	PSYD 436- Abnormal Psychology	11/04-12/09/08	
Sharp, Diana Staff Aide, Extension Ed. OCC	CS1- Intro to Comp. Systems Irvine Valley College	08/25-12/21/08	\$250.00
Tran, Julie Staff Aide OCC	PSYCH 560- Cognitive Psychology University of Phoenix	08/12-09/22/08	\$1,970.00
Tran, Julie Staff Aide OCC	PSYCH 570- Orgnztn. Psychology University of Phoenix	09/23-11/03/08	\$1,931.00
Guevarra, Martha Typist Clerk Senior OCC	BUS 139- Buss. Communications BUS 100- Intro to Business OCC	08/25-12/18/08	\$550.00
Farrow, James Fiscal Specialist OCC	HIST 300B- Historical Writing HIST 110A- World Civilization CSUF	08/23-12/12/08	\$1,500.00
Gutierrez, Erika M Military Ed Tech Intern CCC	BUS C120- Personal Planning Coastline Community College	08/25-12/14/08	\$300.00
James, Teresa R Staff Aide CCC	DT 505- Hardware/Authoring IDT 510- Research Practices in Inst. Design CSU Fullerton	08/25-12/19/08	\$2,165.00

Mai, Maria V A & R Specialist CCC	B6024- Info Management Argosy University	09/02-10/22/08	\$2,573.00
Rogers, Stephani A. Military Tech Intermediate CCC	E6032- Historical/Philosophical E6705- HR Management & Dev E6232- Educational Law Argosy	09/02-10/22/08 10/23-12/13/08 09/02-10/22/08	\$5,000.00
Aistrich, Darian F. Projects Coordinator CCC	ANTH 101- Intro Biol. Anthropology CSU Fullerton	08/23-12/12/08	\$950.00
Carrizo, Michael Staff Aide GWC	MGT 434- Employment Law University of Phoenix	07/2-7/31/08	\$1,500.00
Marten, Connie Instructional Asst. GWC	EDUI 6705- Ed. Planning and Development CSUEB	9/24-12/14/08	\$1,100.00
Chapman, Robin Staff Aide CCC	COM 365- Intro to Public Ritns ENG 350- Adv. Composition ANT 338- Comp. Cultures CSUDH	05/20-08/12/08 05/31-07/11/08 05/10-08/09/08	\$1,890.43
OPTION II SALARY DIFFERENTIAL:			
Name	Course/Seminar	Date	Amount
Gonzalez, Fernando Staff Assistant OCC	Masters in Educational Administration National University	08/2008-01/2010	2.5% Differential

# Authorization for Confidential Employees Professional Development

Approval for Jodi Rodriguez, Staff Assistant Sr. (DIST) to receive reimbursement for course fees and materials for attendance at a Notary Public Course at Golden West College in Huntington Beach, CA on Saturday, October 18, 2008. Reimbursement not to exceed \$155.00 to be paid from the Confidential Professional Development Funds.

Additional/Administrative Contents

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3.05.05 Authorization for Staff Development - District 11/05/2008 Regular Meeting 3. Consent Calendar

Agenda Type: Action (Consent) Public Access: Yes

Meeting:

Category:

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<u>O'Connor, Shannon</u>, Manager of Recruitment and Staff Analysis (DIST), to attend graduate course "Recruitment and Selection" at Chapman University, from 8/20/08 through 10/17/08. Reimbursement of tuition and books not to exceed \$1,500 to be paid from Management Professional Development Funds.

Additional Administrative Content

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3.06.01 Approval of Purchase Orders

Meeting:11/05/2008 Regular MeetingCategory:3. Consent CalendarAgenda Type:Action (Consent)Public Access: Yes

Agendation Content



PurchaseOrderDIST.pdf

Additional Administrative Contents

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0314167	So Cal Fire Protection Inc GWC LRC Category 1- fire protection. Bid #1954 (GOB) Board Date: 09/14/08	GWC-GB	6254	269,000.00
P0314009	Blackboard Inc Renewal of application service provider license & services agreement.	GWC	5638	171,245.00
P0314008	Computerland of Silicon Valley Microsoft campus agreement District wide-year 1 of 3 years. Board Date: 10/15/08	DIS	5638	143,498.50
P0313933	Mobile Modular Management Corp Annual lease payment for Classrooms and Labs (GOB) Board Date: 12/13/06	OCC-GB	6252	141,738.66
P0314068	Tandus Carpet for campus classrooms. Board date: 10/01/08	GWC	6250	102,197.84
P0314171	Vital Link Orange County Services for Career Tech Ed (CTE) initiative (SB70/SB1133). Board Date: 10/15/08	DIS	5899	100,000.00
P0313980	Guerrero Brothers Inc OCC Health & Wellness/Softball field upgrades & events relocation. Bid #1955 (GOB) Board Date: 09/17/08	OCC-GB	6120	75,000.00
P0314071	Traffic Control Service Inc Trailer mounted traffic control signs for Disaster Preparedness	000	6401	49,013.32
P0314147	Salazar Climate Consulting District Wide greenhouse gas inventory	DIS	5899	37,290.00
P0314005	Smarthinking Inc On-line tutoring services	000	5801	33,000.00
P0313937	Northcott Painting Company Open PO for classroom painting (GOB)	GWC-GB	6250	30,225.00
P0314089	Gafcon Inc Construction Mgmt Services for GWC Library MDF Room Renovation (GOB) Board Date: 09/17/08	GWC-GB	6260	25,000.00
P0313930	Isbell, Jeffrey IC for creating animations for the Chemistry Telecourse	CCC	5112	21,000.00
P0313932	Neo Networking Inc Open PO for remote computer monitoring services	CCC	5899	21,000.00
P0314091	SVM, LP Prepaid gasoline cards	000	7601	20,000.00

P0314010	Amer Power Conversion Corp Universal power supply servers maintenance agreement	DIS	5638	18,185.99
P0314143	-	OCC	6412	17,471.07
P0313985		GWC-GB	6269	15,013.89
P0314030	Planck Technical Services Inc Remove, dispose and haul away Harris TV transmitter	DIS	5899	14,440.00
P0314061	Metalclad Insulation Corp Asbestos fireproofing abatement & Glovebag pipe hangers at Community Theater (GOB)	GWC-GB	6250	13,475.00
P0314039	Computerland of Silicon Valley Software service maintenance agreement	000	5699	10,703.89
P0314142	-	DIS	6411	10,254.59
P0313934	Mobile Modular Management Corp Open PO for lease payment for OCC construction manager & Inspector's trailer. (GOB)	OCC-GB	6252	10,085.40
P0313995	Home Depot Open PO for Technology Dept instructional	OCC	4312	10,000.00
P0314076	supplies Scott Electric Projector Bulbs	occ	4312	10,000.00
P0314057	Metalclad Insulation Corp	GWC-GB	6250	9,700.00
	Sasco	000	5899	9,195.00
	Walters Wholesale Electric Co	000	4312	9,000.00
	Amtek Construction	OCC-GB	6120	8,380.00
	Sehi Computer Products Inc	GWC	4315	8,358.75
	Western Graphics Plus	OCC-GB	4312	8,266.88
P0314062	Main Electric Supply Co	000	4677	8,000.00
P0313931	Harland Technology Services	OCC	5682	7,513.00
P0314031	OCC Snack Bars	000	4312	7,500.00
P0313971	Essel Technologies Services	OCC-GB	6269	6,810.00
	Theodore Robins Ford	DIS	5657	6,763.43
P0313968	Apple Computer Inc	CCC	5699	6,315.22
P0313951	ThreeForks Inc	CCC	5899	6,000.00
P0314043	Making Connections	000	5899	6,000.00
P0314128	ThreeForks Inc	occ	5699	6,000.00
	Dell Higher Education	DIS	6401	5,999.52
	Star Microwave Service Corp	DIS	5657	5,926.25
	Austin Hardwoods	000	4312	5,910.00
	Evisions Inc	DIS	5699	5,750.00
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Purchase Orders

P0313949	Aberdeen Captioning Inc	CCC	5899	5,500.00
P0313950	Aberdeen Captioning Inc	CCC	5899	5,500.00
P0314123	Bagworld	OCC-GB	4312	5,408.63
P0314045	Digital Networks Group Inc	OCC	4312	5,000.00
P0313986	Xerox Corp	OCC	5682	4,960.41
P0313993	Coast Construction	OCC-GB	6250	4,766.00
P0313988	Xerox Corp	000	5682	4,553.84
P0314058	Allsteel Inc	DIS	64 <b>1</b> 1	4,400.33
P0313956	Wild Packets	DIS	5638	3,943.10
P0314075	Westcoast Sound Inc	OCC	5899	3,836.00
P0313935	Mobile Modular Management Corp	OCC-GB	6252	3,721.74
P0313938	Bob's Shade & Linoleum	GWC	6250	3,620.40
P0313987	Xerox Corp	000	5682	3,512.24
P0314129	Fisher Scientific	OCC	4312	3,511.25
P0314151	Mueller, Tylar	CCC	5112	3,500.00
P0313989	Coast Construction	OCC-GB	6250	3,489.00
P0313990	Tint Pros	OCC-GB	6250	3,477.00
P0314119	Professional Turf Specialties Inc	000	5665	3,200.00
P0314157	Sehi Computer Products Inc	OCC-GB	6412	3,125.35
P0314087	La Habra Fence Co Inc	DIS	5899	3,050.40
P0313948	AACC	CCC	5850	3,000.00
P0314033	Neves, Douglas	CCC	5112	3,000.00
P0314088	Geocon Consultants Inc	OCC-GB	6127	3,000.00
P0314148	Falero, Roberto	CCC	5112	3,000.00
P0314149	Gibson, Gail	CCC	5 <b>1</b> 12	3,000.00
P0314150	Leach, Michael	CCC	5112	3,000.00
P0314152	McClinton, James	CCC	5112	3,000.00
P0314153	Walker, William	CCC	5112	3,000.00
P0314163	Office Depot	CCC	4312	3,000.00
P0314115	Nebraska Scientific	OCC	4312	2,820.14
P0313958	Avalon Tent & Party Rental	OCC	5696	2,665.43
P0314082	Baker & Taylor	GWC	6301	2,610.72
P0314065	ATI/Assessment Technology Institute	GWC	4312	2,525.00
P0314034	Koenig, William	CCC	5112	2,100.00
P0314015	Sehi Computer Products Inc	OCC	4312	2,012.78
P0313999	Allied Refrigeration Inc	OCC	4312	2,000.00
P0314055	Baytek Engineering	DIS	5653	2,000.00
P0314159	Western Graphics Plus	OCC	4312	1,982.15
P0314124	Embee Technologies	OCC	4312	1,978.84
P0314073	World Point	000	4312	1,966.20
P0313991	Tint Pros	OCC-GB	6250	1,872.00
P0313957	YCCD	DIS	5850	1,800.00
P0314077	Iron Mountain Records Mgmt	GWC	5899 .	1,800.00
P0314138	Limbs & Things Inc	OCC	4312	1,719.18

	Allsteel Inc	DIS	4312	1,698.90
P0314078	, , , , , , , , , , , , , , , , , , ,	GWC	6301	1,681.65
P0314126		000	5699	1,624.10
P0314113	5	OCC	5699	1,616.25
P0314174		CCC	5638	1,600.00
P0313998	• 11	000	4312	1,564.00
P0314114		OCC	4312	1,535.84
P0314026	5	GWC	5209	1,500.00
P0314170	•	GWC	6411	1,480.97
P0314130	· · · · · · · · · · · · · · · · · · ·	000	4312	1,446.63
P0314154	•	CCC	5112	1,400.00
P0313973	5	OCC	6412	1,387.41
P0314145	-	CCC	5638	1,386.00
P0314059		GWC-GB	6250	1,348.00
P0314117	9	000	6412	1,318.05
P0314032		CCC	5112	1,275.00
P0313984		OCC-GB	6250	1,250.00
P0314085		GWC	4312	1,230.56
	Golf Ventures West	000	4677	1,200.00
P0313983	8	000	5899	1,108.35
P0314023		GWC	5899	1,100.00
P0314090	0	DIS	5899	1,080.01
P0313953	,	GWC	5682	1,077.50
P0313997		OCC .	4312	1,069.86
	Xerox Corp	OCC	5682	1,000.79
P0314019		GWC	4312	1,000.00
P0314099		TRANS	4312	1,000.00
P0314173		CCC	5899	1,000.00
P0314121	Hoover Printing & Lithography	DIS	4321	991.30
P0314046	Fisher Scientific	OCC	4312	953.20
P0313961	Times Community News %Los Angeles Times	OCC	5851	937.50
P0314179	Ice Crafters	OCC	4312	934.95
P0314161	•	000	5899	877.67
P0314066	2	GWC	6301	838.40
P0314111	Sports Facilities Group Inc	OCC	6411	821.10
P0314036	•	OCC	4312	800.00
P0314014	Sehi Computer Products Inc	OCC	4312	798.74
P0314141	Bob's Shade & Linoleum	CCC	5899	795.69
P0313962	Party Makers/Orange Coast Events	OCC	5682	791.58
P0314181	Fastframe	DIS	4312	789.74
P0314109	Laerdal Medical Corp	OCC	4312	782.49
	Office Depot	CCC	4312	747.74
- P0314118	Harland Technology Services	OCC	5638	724.00
P0314156	Dell Higher Education	OCC-GB	4315	698.23
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Purchase Orders

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P0314000	Blick Art Materials	OCC	4312	697.91
P0314012	Embee Technologies	OCC-GB	5899	685.34
P0314112	Paramount Fitness Equipment	OCC	4312	643.83
P0314013	Dell Higher Education	CCC	4315	622.15
P0313946	Buddy's All-Star Inc	GWC	4312	621.72
P0314168	Digital Networks Group Inc	OCC-GB	4315	621.60
P0314116	ACOM Solutions	DIS	5638	612.00
P0314069	Sehi Computer Products Inc	CCC	4312	610.00
P0314004	Freedom Communication Inc	OCC	5851	600.00
P0314051	Tri-Anim Health Services	000	4312	592.19
P0313941	CTI-Valueline	OCC	4312	561.59
P0313955	Dakota Backflow Co	DIS	5657	550.00
P0313960	Indigo Instruments	OCC	4312	532.62
	Benner Metals Corp	OCC	4312	523.56
P0314052	MVAP Medical Supplies Inc	OCC	4312	516.04
	Fox Valley Systems	OCC	4312	513.03
P0314001	Industrial Blade & Product Co	OCC	4312	508.25
P0313982	ACT Inc	OCC	5699	506.43
P0314080	Bartock Products	GWC	4312	500.26
P0313966	Office Depot	DIS	4312	500.00
	GWC Bookstore	GWC	4312	500.00
P0314097	Frontier Equipment Design	TRANS	4677	500.00
	Office Depot	CCC	4312	500.00
P0314177	Mankovecky, Alena	000	5112	500.00
P0314100	Fisher Scientific	OCC	4312	499.14
P0313996	Aircraft Spruce & Specialty Co	OCC	4312	496.00
P0314134	UPS Protection	DIS	5657	480.00
P0314018	Bill's Camera	GWC	4315	456.76
P0314144	Fluke Networks	DIS	4312	447.66
P0314042	CAS	OCC	4312	447.16
P0314107	Samy's Camera	OCC	4312	440.59
P0314182	Computerland of Silicon Valley	DIS	6412	437.77
P0314131	Provantage Corp	DIS	4312	412.34
P0313994	A-1 Fence	OCC-GB	6129	410.00
P0313943	Library Store Inc	000	4312	403.81
P0314074	Fabricland	000	4312	400.00
P0314067	Amazon.com	CCC	4312	396.82
P0313952	Aardvark Clay Supply	CCC	4312	391.00
	Workplace Resource	GWC	4312	384.30
	Refrigeration Unlimited	GWC	5657	377.13
	OCLC Inc	000	5110	370.94
	Fisher Scientific	000	4312	367.54
	Costa Mesa Chamber of Commerce	CCC	5320	360.00
	Lab Safety Supply	000	4312	357.74
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CCCD Agenda11/05/08

	MVAP Medical Supplies Inc	000	4312	355.75
P0314095	A Daigger Co	OCC	4312	350.18
P0314020	•	GWC	4312	350.00
P0314175	VMS	CCC	5748	350.00
P0314021	Pretty in Print	GWC	4312	347.59
P0313959	Hardy Diagnostics	OCC	4312	346.53
P0314050	Tri-Anim Health Services	OCC	4312	338.49
P0314044	McMaster-Carr	OCC	4312	337.04
P0314049	Nasco Modesto	OCC	4312	322.25
P0314003	Lynda.com	OCC	5699	315.00
P0313978	Hardy Diagnostics	OCC	4312	309.94
P0314133	Davis Medical Electronics Inc	000	4312	309.26
P0314104	Super Duper Publications	OCC	4312	296.19
P0313970	Konica Minolta Business Solutions USA Inc	GWC	5638	290.00
P0313975	Sehi Computer Products Inc	GWC	4315	280.60
P0314048	Lake Forest Anatomicals	OCC	4312	279.98
P0314105	Amer Allied Biochemicals	OCC	4312	275.85
P0314025	Bob's Shade & Linoleum	GWC	4312	266.80
P0314060	Bob's Shade & Linoleum	GWC-GB	4312	266.14
P0314178	Ice Crafters	OCC	4285	259.53
P0313942	Marlin P Jones Inc	OCC	4312	254.10
P0314056	Orthopedic Physical Therapy Products	OCC	4312	250.82
P0313954	Int'l Alliance of Avaya Users	DIS	5320	250.00
P0313964	Office Depot	OCC	4312	250.00
P0314081	Time Warner Cable	CCC	5519	250.00
P0314140	Academic Superstore	OCC	5699	247.72
P0313947	Calif Pro Sports	GWC .	4312	230.39
P0314139	Broughton Int'l	DIS	5638	225.00
P0314176	Comprehensive Control Systems	GWC	5657	215.50
P0314132	Pearson Dental Supply Inc	OCC	4312	212.27
P0314101	FAES Inc	OCC	4312	210.11
P0314096	US Plastic Corp	OCC	4312	207.42
P0314093	Danziger, Lesley	OCC	5112	200.00
P0314162	Office Depot	GWC	4315	198.78
P0314016	Sehi Computer Products Inc	DIS	4312	194.55
P0314120	Dell Higher Education	000	4312	193.93
P0314054	MP Biomedicals LLC	OCC	4312	189.48
P0314022	Univ & College Designers Assn	CCC	5320	175.00
P0314053	Cone Instruments	000	4312	173.78
P0313936	Dell Higher Education	ÓCC	4312	172.38
P0313944	Harbor Freight Tools	OCC	4312	168.86
P0314094	Sports Health	GWC	4312	163.83
P0314137	•	OCC	4312	158.09
P0314070	•	CCC	4312	157.73
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Purchase Orders

P0313977	Lab Safety Supply	occ	4312	150.45
P0314024	Art Supply Warehouse	GWC	4312	150.00
P0314035	Bennani, Farah	CCC	5112	150.00
P0314047	Henry Schein Inc	000	4312	137.66
P0314084	Demco Inc	GWC	4312	135.18
P0314083	Baker & Taylor	GWC	6301	130.25
P0314017	Daniel Smith Inc	GWC	4312	130.10
P0314038	Sehi Computer Products Inc	GWC	4315	127.34
P0314072	Amazon.com	000	4285	119.61
P0314164	Office Depot	GWC	4315	117.10
P0314040	Dell Higher Education	OCC	4312	116.65
P0314102	Gerber Technology Inc	OCC	4312	107.75
P0313969	GWC Bookstore	GWC	5699	106.67
P0313981	NCS Pearson Inc	OCC	4312	95.90
P0314027	LabelCity Inc	GWC	4312	93.37
P0314064	Wards Natural Science	CCC	4312	89.36
P0314146	Office Depot	DIS	4312	82.03
P0313940	Demco Inc	OCC	4312	80.60
P0313945	Consolidated Office Systems	DIS	4312	78.12
P0313939	Gaylord Bros Inc	OCC	4312	73.91
P0314125	Crucial Technology	GWC	4315	68.92
P0314007	Orange County News	CCC	5306	55.00
P0313967	Office Depot	CCC	4312	47.22
P0314135	Pearson Dental Supply Inc	OCC	4312	46.66
P0313965	Office Depot	000	4312	46.03
P0313976	Triarch Inc	OCC	4312	44.06
P0314136	Henry Schein Inc	000	4312	43.09
P0314106	Wards Natural Science	OCC ·	4312	41.21
P0314041	Day-Timers Inc	000	4312	34.95
P0314079	Baker & Taylor	GWC	6301	32.26
P0314028	Westminster Journal	000	5306	30.00
	Total			1,733,230.06

# **Object Code Legend**

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

Purchase Orders

5630-5673 Repairs/Equipment and Facilities

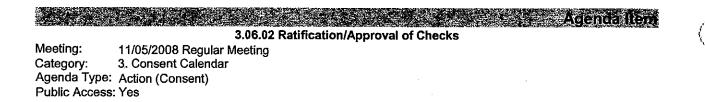
5682-5699 Lease/Rentals

5700-5899 Other Expense of Operations

6100-6299 Site/Site Improvements/Building

6300-6399 Books, New Acquisitions

6400-6499 Equipment, New/Replacement



Agendalitem Content POF 2 **A** ATTB1T2H.pdf

Created on 09/26/2008 at 03:34-PM by CCCDBudge TLast update on 10/30/2008 by Jodi Rodriguez

Additional Administrative Content

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NUMBER	NAME OF VENDOR	AMOUNT
0121292	PacifiCare of California Medical Premiums for employees	560,691.74
0120374	Medco Health Solutions Inc Medical Prescription Claims	251,617.58
0120264	Constellation New Energy Inc Electricity district wide	247,962.84
0120893	Coast Community College Dist. District wide employee medical claims	205,764.78
0120622	Coast Community College Dist. District wide employee medical claims	199,987.61
0120501	ACSIG Dental / Edge Dental Claims & Admin Fees	198,705.62
0120162	Coast Community College Dist. District wide employee medical claims	185,812.89
0120241	Coast Community College Dist. District wide employee medical claims	180,813.10
0120624	Keenan & Associates FY 08/09 PIPS Workers Compensation Premiums	178,836.00
0121291	Medco Health Solutions Inc Medical Prescription Claims	171,176.20
0121237	Computerland of Silicon Valley MicroSoft campus agreement District wide - Year 1	143,498.50
0120894	Coast Community College Dist. District wide employee medical claims	126,846.10
0120129	Southern Calif Edison Co Electricity district wide	119,403.39
	Follett Higher Education Group Inc #1094 Books and Supplies for EOPS Students	112,787.53
	OCC Associated Students ASOCC College Service Charges	110,978.00
	Reliastar Life Insurance Co Reinsurance Premiums	81,287.20
	Reliastar Life Insurance Co Life Insurance Premiums	79,784.79
•••••••	Bolo Productions Inc Repair & Replacement of Robert B Moore Theatre	69,975.00
	Snap-On Tools Tool sets for Auto Tech Dept	62,501.28
	Memorial Prompt Care Medical Group Student health services.	51,837.00
	Formaspace Technical Furniture Workstations for Architectural department class.	48,358.80
	CCCD Student Refunds Student refunds	42,097.66
	Reliastar Life Insurance Co Long Term Disability Premiums	38,305.79
	WestEd Statewide evaluation grant SB70	37,191.90
	CCC Bookstore 08/09 EOPS student textbooks.	36,722.24
	WestEd Statewide evaluation grant SB70	34,846.53

	0120346	Time Warner Entertainment	32,739.00
		Cable advertising Fall Semester 2008	
	0120424	Vision Service Plan	30,762.32
		VSP Administrative Fees	
	0120810	Dowden Associates Inc	27,900.00
		Title II Strengthening Institutions Grant	
	0120895	Delta Health Systems	25,850.75
		Administrative Fees	
	0120072	Harry & Grace Steele Chld Ctr	25,181.44
		Childcare Sept 2008	
	0120362	Xerox Corp	25,051.22
•		CCCD truck load of white copier paper.	
	0120498	SVM, LP	24,575.00
	0120579	Rutan & Tucker	24,132.93
	0120563	OC Treasurer- Tax Collector	24,075.52
	0120633	Arxis Technology Inc	24,008.11
	0120517	CCCD Student Refunds	22,015.00
	0120145	United States Postal Service	20,000.00
	0120878	United States Postal Service	20,000.00
	0120817	Iron Speed Inc	18,125.00
	0120798	CCCD Student Refunds	17,479.50
	0120444	City of Huntington Beach	17,237.51
	0120843	Official Payments Corp	17,120.84
	0120891	Blue Cross	16,589.19
	0120157	Xerox Corp	15,759.05
	0120265	Crown Fence Co	15,525.00
	0120951	United States Postal Service	15,001.00
	0120857	Raubolt Consulting Services Inc	14,300.36
	0120598	Unisource Worldwide Inc	14,091.49
	0120537	Harry & Grace Steele Chld Ctr	14,006.80
	0120239	Digital Networks Group Inc	13,856.89
•	0120621	Alliant Insurance Services Inc	13,750.00
	0120565	OC Treasurer- Tax Collector	13,591.06
	0120779	AT&T	12,725.67
	0120497	Study in the USA Inc	12,250.00
	0120587	Southern Calif Edison Co	12,239.68
	0120107	Pro Photo Connection	12,024.90
	0120403	Mesa Consolidated Water Dist	11,969.00
	0120871	Southern Counties Oil	11,467.16
	0120075	Hoover Printing & Lithography	11,166.13
	0120262	College Board/Cues Softwr Svcs	10,642.00
	0120414	SVM, LP	10,018.95
	0120454	Dual Graphics	9,993.06
	0120184	Dual Graphics	9,970.26
	0120058	Dual Graphics	9,969.98
	0120801	Constellation New Energy Inc	9,889.17
	0120395	Hobsons Int'l Publications	9,615.00
	0120566	OC Treasurer- Tax Collector	9,301.12
	0120312	Office Depot	9,253.73
	0120607	Waxie Sanitary Supply	9,008.48
	0120748	Waxie Sanitary Supply	8,966.15
	0120416	Union Bank of California	8,705.86
	0121249	Int'l Academic Services	8,531.16
	0120238	Cambridge West Partnership LLC	8,250.00
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0120526	Ewing Consulting Services		8,250.00
0120163	First Colony Life Insurance Co		8,226.84
0120752	OCC Food Services		8,131.80
0120361	Xerox Corp		7,878.32
0120033	Barco Products Co		7,630.00
0120668	Harland Technology Services		7,513.00
0120742	ThreeForks Inc		7,500.00
0120795	CCCD - SEOG		7,500.00
0120419	Xerox Corp		7,376.13
0121255	OC Auditor-Controller		7,300.00
0120158	Xerox Corp		7,142.42
0120883	Western Graphics Plus		7,057.72
0120210	Tuttle Click Collision Center		6,816.69
0121241	Dell Higher Education		6,760.52
0120737	The Gas Company		6,741.42
0120707	OCC Associated Students		6,732.00
0120863	ROI Networks Inc		6,667.00
0121242	Education 4 Work		6,500.00
0120324	ProQuest LLC		6,447.91
0120875	The Gas Company		6,355.29
0121243	Edwards Service		6,269.12
0120554	Moore Energy		6,246.10
0120057	Dell Higher Education		6,178.34
0120815	Ice Crafters		6,045.00
0120796	CCCD E.O.P.S. Account		6,000.00
0120569	Ocean View School District		5,768.85
0120806	Crown Fence Co		5,675.00
0120818	Jeran Products Inc		5,603.00
0121278	Tremco Inc		5,587.82
0120943	Southern Calif Edison Co		5,235.99
0121275	Sodexho Inc & Affiliates		5,142.67
0120757	Tri-Best Visual Display Products		5,098.83
0120935	Postmaster		5,044.00
0120934	Postmaster		5,043.00
0120212	Union Bank of California		5,002.05
0120202	Pak West Paper and Packaging		4,902.97
0120743	Time Warner Cable		4,850.00
0120745	Verizon California	·	4,770.37
0120874	The Gas Company		4,673.91
0120559	OC Treasurer- Tax Collector		4,543.40
0120077	Harry Hughes		4,500.00
0120329	Wendy Rakochy		4,500.00
0120452	Cool Promotions		4,417.87
0120545	Knorr Systems Inc		4,401.40
0120523	Eberhard Equipment		4,039.32
0120181	Lesley Danziger		4,000.00
0120673	Hobsons Int'l Publications		4,000.00
0120373	Care Resources Inc		3,981.00
0120728	Southern Calif Edison Co		3,959.90
0120560	OC Treasurer- Tax Collector		3,925.58
0121262	PL Hawn Company Inc		3,908.67
-0120253	B & P Services Inc		3,905.67
0120230	Constellation New Energy Inc		3,897.02
0121288	Electro Systems Electric Inc		3,810.00
0121200		•	5,010.00

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0120890	Corporate Business Interiors Inc	3,768.30
0120171	Bill's Camera	3,759.20
0120914	CDWG	3,701.22
0120176	CCCD - SEOG	3,700.00
0120140	Time Warner Cable	3,694.00
0120165	Vision Service Plan	3,631.55
0120623	Keenan & Associates	3,625.71
0121258	Office Depot	3,608.05
0121239	CR&R	3,607.30
0120466	Interact Communications	3,515.14
0120947	Tangram	3,474.30
0120876	Tint Pros	3,466.00
0120744	Tri-Citi Electric	3,449.93
0120520	Consolidated Reprographics	3,439.39
0120803	CR&R	3,424.37
	Office Depot	3,413.54
	Xerox Corp	3,400.38
	Andtech Corporation	3,350.00
	Riddell/All American Sports	3,272.22
	Systems Technology Associates Inc	3,271.00
	Embee Technologies	3,261.73
	Baker & Taylor	3,208.75
	Home Depot	3,152.07
0120032	· ·	3,129.62
0120441	Certified Transportation Serv	3,034.57
0120736	Thawte Consulting (Pty) Ltd	3,030.80
0120885	Yosemite Water	3,001.55
0120557	Neo Networking Inc	3,000.00
0120834	Neo Networking Inc	3,000.00
0120800	Concept Media	2,940.92
0120904	ASCAP S & E Licensing	2,915.03
0120522	Dell Higher Education	2,909.29
0120054	Computerland of Silicon Valley	2,846.91
0120603	Verizon Wireless	2,799.01
0120694	Meyers Allison LLP	2,756.25
0120267	DataPipe Inc	2,750.00
0120628	ALC Global Inc	2,700.00
0121252	Knorr Systems Inc	2,669.58
0120195	Hoover Printing & Lithography	2,632.33
0120208	Titlewave Video Subtitling Service	2,530.00
0120376	24 Hour Fitness	2,500.00
0120096	OCC Ancillary#1000-247500-8070	2,400.00
0120442	Chem Pro Laboratory Inc	2,378.85
0120100	Office Depot	2,319.75
0120601	Verizon Wireless	2,303.91
0120950	Union Bank of California	2,265.20
0120425	ADA Badminton & Tennis	2,250.80
0120528	Gibraltar Associates Inc	2,250.00
0120320	Allied Refrigeration Inc	2,229.40
0121252	Jon Stephenson	2,175.00
0120830	Midae Corp	2,147.06
0120892	CCCD Workers Comp Trust Fund	2,111.40
0120892	State Board of Equalization	2,016.00
0120490	B & P Services Inc	2,009.40
0120001		2,003.40

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0120261	Cerritos Franchise Inc	2,000.00
0120502	CCCD Workers Comp Trust Fund	2,000.00
0120609	Susan Wilcox	2,000.00
0121281	Susan Wilcox	2,000.00
0120153	Western Farm Service	1,967.39
0120150	VS Athletics	1,873.17
0120133	Stump Fence Co	1,865.00
0120053	Community College League of Calif	1,795.00
0120156	Xap Corp	1,785.85
0120215	Xap Corp	1,785.85
0120674	Home Depot	1,783.80
0120164	Unum Ltc	1,781.70
0120504	A-1 Fence	1,773.00
0120413	Sehi Computer Products Inc	1,752.62
0120287	Jacqueline Hils-Williams	1,735.47
0120200	Mobile Modular Management Corp	1,722.92
0120178	Chevron USA Inc	1,706.99
0120049	Century Publishing	1,695.00
0121276	South Coast Air Quality Mgmt District	1,661.74
0120660	Gale Group	1,627.56
0120087	Main Electric Supply Co	1,626.66
0120514	Calif Tape Products	1,618.08
	Tangram	1,611.82
	ACS Affiliated Computer Services	1,610.31
0120867	Sehi Computer Products Inc	1,609.52
0120143	Unisource Worldwide Inc	1,598.52
0120925	GWC Food Services	1,598.28
0120065	Gale Group	1,551.82
0120719	Rose Center Theater	1,547.50
0120699	NASFAA	1,531.00
0120475	New Readers Press	1,512.50
0120281	Guardian Power Protection Services Inc	1,500.17
0120146	v.2 Consulting Inc	1,500.00
0120726	So Cal Commercial Printing	1,451.43
	Xerox Corp	1,428.51
0120575	Power Plus Utility Services	1,417.62
0120348	Damian Tsutsumida	1,355.96
0121256	OCC Ancillary#1000-247500-8070	1,350.00
0120064	Fountain Valley Regional Hospital	1,315.00
0120098	OCC Food Services	1,302.02
0120953	Western Graphics Plus	1,299.90
0120093	Neozyme Int'l Inc	1,297.14
0120915	City of Fountain Valley	1,292.16
0120066	Nancy Gardner	1,285.66
0120321	Pocket Nurse	1,280.76
0120734	Technicolor Electronics Distribution Svcs In	1,275.00
0120543	John Deere Landscapes	1,272.08
0120039	Cambrian Homecare	1,260.00
0120154	Susan Wilcox	
0120134	Assn of Collegiate Business Schools & Progra	1,250.00
0120249	OCC Ancillary 1000-247500-5120	1,250.00
0120708	Prado Olympic Shooting Park	1,222.00
0120322	Susan Wilcox	1,200.00
0120418	Gary Stromlund	1,200.00
0120128	Cary Caoniana	1,199.92

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0120121	Sehi Computer Products Inc	1,199.33
0120358	Waxie Sanitary Supply	1,199.03
0120390		1,196.62
0120161	CCCD Workers Comp Trust Fund	1,183.33
0120590	Tech Depot	1,181.48
0120379	Business Office Solutions	1,127.84
0120353	Verizon Wireless	1 <b>,088.41</b>
0120794	Caston Office Solutions	1,087.70
0120340	T-Mobile	1,085.23
0120716	Research in Motion Corp	1,069.00
0120384	Displays2Go	1,061.64
0120310	OCC Food Services	1,052.30
0120709	OCC Petty Cash	1,049.30
0120568	OCC Student Health Center	1,020.00
0120738	The Gas Company	1,018.56
0120117	Rhino Electric Supply	1,018.53
0120266	Ding-Jo Currie	1,000.00
0120299	Anthony Maciel	1,000.00
0120337	Thomas Snyder	1,000.00
0120105	Phoenix Group Info Systems	985.71
0120327	Quality Aire	976.03
0120296	William Kerwin	964.29
0120647	Corporate Express	949.72
0120303	Mary Mortlock	937.50
0120787	Austin Hardwoods	933.96
0120128	South Coast Air Quality Mgmt District	926.92
0120844	Oxygen Service Co	922.73
0121282	Xerox Corp	<del>9</del> 17.18
0120676	IK Curtis Services Inc	904.66
0120547	LiNKS Sign Language & Interpreting Services	899.00
0120822	LiNKS Sign Language & Interpreting Services	899.00
0120169	Alamitos Auto Parts Inc - Napa	897.14
0120849	Pool Supply of Orange Co Inc	895.25
0120572	Physicians Sales & Service	875.35
0120903	Andtech Corporation	869.27
0120816	Iron Mountain Off-Site Data Protection	867.51
0120933	OC Wholesale Flowers	863.62
0121269	Saddleback Materials Co Inc	861.46
0120511	Benner Metals Corp	851.23
0120593	Theodore Robins Ford	848.78
0120786	AT&T	842.46
0120465	Home Depot	840.59
0120508	B & P Services Inc	831.60
0120190	Grainger	825.04
0120829	Meyer Distributing Co	815.77
0120804	Critical Thinking Co	813.06
0120201	OC Wholesale Flowers	812.44
0120043	Caston Office Solutions	806.99
0120319	Randal Pile	800.00
0120349	UC Regents	800.00
0120685	Mary Keegan	800.00
0121234	Amer Culinary Federation, Inc	800.00
0120650	Robert Dees	788.48
0120333	Senik Paint Co	785.34
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012	20194	Home Depot	784.23
012	20649	D & D Security Resources Inc	783.01
012	20567	OC Wholesale Flowers	774.72
012	20101	Office Depot	773.20
012	20138	The Gas Company	771.92
012	21257	OCC Food Services	750.13
012	20459	Grainger	747.68
012	20602	Verizon Wireless	735.30
012	20307	North Net Fire Training Center	728.00
012	20942	So Cal Commercial Printing	711.31
012	20813	Home Depot	706.37
012	20762	Aardvark Clay Supply	704.48
012	21263	Port Supply	687.82
012	20415	TechSmith Corp	682.50
012	21128	Donna O'Neal	674.80
012	21176	Robert Sands	674.80
012	20841	OC Fire Protection	674.00
012	20462	Harland Technology Services	670.00
012	20167	A to Z Wholesale Floral Supply Inc	658.89
012	20126	Smith Pipe & Supply Inc	654.19
012	21226	A to Z Wholesale Floral Supply Inc	653.50
012	20412	Scantron Corp	652.05
012	20519	Chipman Moving & Storage	650.00
012	20684	Kater-Crafts Bookbinders	648.65
012	20070	GWC Bookstore	646.47
012	20823	Mariposa Women & Family Center	646.00
012	20330	RE Williams Inc	631.27
012	20304	New Horizons CLC of So Cal	625.00
012	20758	WMI !	621.98
012	20335	Sigma-Aldrich Inc	615.59
012	20643	Caston Office Solutions	608.49
012	21287	• •	603.68
012	20788		601.83
012	20080	Informant Technologies Inc	600.00
012	20347	Train Party Express	600.00
012	21244	Freedom Communication Inc	600.00
012	20027	AT&T	599.98
012	20540	Home Depot	599.41
012	20521	Corporate Express	599.05
012	20122	Shinoda Design Center Inc	598.60
012	20636	AT&T	598.10
012	21290	Delta Health Systems	595.49
012	20024	Aqua-Clear Water Treatment Specialists Inc	595.00
012	20791	Boys and Girls Club of Huntington Valley	594.00
012	20345	Thomson West	581.46
012	20539	Hilti Inc	580.22
012	20911	Buddy's All-Star Inc	577.59
012	20858	Regan, Michael	576.49
012	20188	Fry's Electronics	576.30
012	20378	Amtech Elevator Services	575.00
012	20152	Waxie Sanitary Supply	572.57
012	20527	Gale Group	568.14
012	20409	Pogue, Daniel L	565.52
012	20845	Pacific Blue Micro	555.00

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0120271	Embee Technologies
0120708	OCC Food Services
0120644	Certified Transportation Serv
0120471	NAFSA/Assn of Int'l Educators
0120864	Romain, Lisa
0120028	AT&T
0120443	Cintas First Aid & Safety
0120850	Port Supply
0120538	Henry Schein Inc
0120086	Macias Gini & O'Connell LLP
0120298	Lawrence Metal Products Inc
0120257	Burmax Co Inc
0120050	City of Westminster
0120147	Vantage Lighting
0121229	ACT inc
0120531	Great Western Sanitary Supply
0120785	AT&T
0120242	A to Z Wholesale Floral Supply Inc
0120180	Council for Higher Educ Accred
0120151	Wards Natural Science
0120045	CCCD Alternate Revolving
0120099	Ocean View HS Football Boosters
0120144	United Parcel Service
0120882	Westcliff Medical Lab
0120082	Jupiterimages Corp
0120938	Shinoda Design Center Inc
0121267	Quality Aire
0120026	AT&T
0120297	Kid Krazy Inc
0120542	Irvine Pipe & Supply
0120207	Thomson West
0120125	Smardan Supply Co- Orange Coast
	Felicia Jones
0120470	
0120209	truWest Inc
0120062	
0120447	Community College League of Calif
0120450	Community College League of Calif
0120920	Community College League of Calif
0120055	Corporate Express
0120896	First Health
0120460	Great Western Sanitary Supply
0120809	Dickson, Sue Granger
0120562	OC Treasurer- Tax Collector
0120746	Verizon Wireless
0120453	Dell Higher Education
0120320	Caryn Plum
0121233	Amazon.com
0120263	Comtel Pro Media
0120103	Oxygen Service Co
0120741	Thomson West
0120807	Datamax O'Neil Printer Supplies
0120068	Gopixel Design Studios Inc
0120344	Thermo Control

524.71 516.45 509.62 508.12 506.43 505.60 503.14 502.65 501.00 500.37 500.00 500.00 500.00 500.00 499.95 498.94 489.95 488.71 486.35 484.43 482.17 479.17 478.98 476.57 476.26 475.43 475.00 475.00 475.00 473.90 465.92 465.37 464.81 463.64 460.04 456.84 454.11 452.98 452.55

451.63 450.87 450.65 450.00 450.00

0120626	Aardvark Clay Supply	443.40
0120799	Community College League of Calif	440.00
0120919	Community College League of Calif	440.00
0120732	Abraham Tarango	438.00
0120048	CDWG	437.86
0120775	Andrews, Clarissa	436.39
0120044	CCC Bookstore	428.04
0120118	Robert Skeels & Co	427.39
0120826	Medco Supply Co	426.26
0120573	Pocket Nurse	425.70
0120279	Deborah Goldstick	425.00
0120477	Noel-Levitz	425.00
0120295	William Kerwin	423.84
0120285	Lorraine Henry	421.50
0120211	Unifirst Corp	420.86
0120889	C2 Reprographics	420.39
0120910	Terri Brown	420.00
0120269	Ruth Dills	419.37
0120431	Apple Computer Inc	417.00
0120191	GWC Petty Cash	409.56
0120648	Eric Cuellar	405.00
0120808	Davis, Donna	401.25
0120463	Tracy Heffelman	400.00
0120464	Jack Hoffman	400.00
0120467	Brady Long	400.00
0120468	Earnest Marchbank	400.00
0120473	NCCCF	400.00
0120495	Michelle Sambrano	400.00
0120777	Lydia Arbizo	400.00
0120198	McLogan's Supply Co Inc	399.53
0120035	Bob's Shade & Linoleum	398.25
0120256	Johns Bryan	397.33
0120448	Community College League of Calif	395.00
0120449	Community College League of Calif	395.00
0120040	Matthew Carlton	391.80
0120629	Alert Services Inc	391.05
0120696	Mineo, Don	389.48
0120500	State Board of Equalization	387.00
0121033	Carol Garner	385.60
0121130	Connie Olson	385.60
0121177	Patricia Scarfone	385.60
0121200	Barry Wallace	385.60
0120311	OCLC Inc	385.44
0120352	Verizon Wireless	383.66
0120393	Haney, Donna L	383.32
0120036	Boler, Lauren	383.26
0120411	Rhino Electric Supply	382.89
0120067	Goodman, Gerald	382.75
0120078	ICDC/CCC	381.00
0120079	ICDC/CCC	381.00
0120553	Minuteman Plumbing	379.00
0120000	Tri-Best Visual Display Products	
0120179	Corporate Express	375.00
0120328	Lia Raileanu	374.71
0,20020		372.52

0121274	Smith Pipe & Supply Inc	371.67	
0120819	JJ Keller & Associates Inc	363.78	
0120029	AT&T	362.47	
0120203	Rightway	362.00	
0120610	Xerox Corp	358.09	
0120939	Shred Confidential Inc	354.38	
0121268	Robert Skeels & Co	353.96	
0120944	Stater Brothers	351.55	
0120015	Amer Assoc of Respiratory Care	350.00	
0120092	NCMPR	350.00	
0120457	Foundation/Calif Comm Colleges	350.00	
0120472	NCCCF	350.00	
0120474	NCMPR	350.00	
0121238	Corporate Express	349.41	
0120865	Rothman, Vicki	345.21	
0120922	Dell Higher Education	342.03	
0120104	Pharmedix	341.32	
0120516	CCC Petty Cash	340.40	
0120458	GlaxoSmithKline	337.50	
0120012	Academic Senate	335.00	
0120580	Rutan & Tucker	333.91	
0120675	· ·	330.80	
0120937	Sanchez, Silvia	330.00	
0120898	Academic Senate	325.00	
0120899	Academic Senate	325.00	
0120900	Academic Senate	325.00	
0120646		324.75	
0120604	Village Nurseries	322.61	
0120435	CCCAOE	320.00	
0120548	Lynde-Ordway Co	320.00	
0120397	Jacklin, Katharine	315.98	
0120255	Jeffrey Brown	315.48	
0121253	Lynda.com	315.00	
0120541	Hub Auto Supply	314.35	
0120774	AmericasPrinter.com	312.48	
0120189	Lori Genova	312.33	
0120681	Rita Jones	310.15	
0120751	Yanchzee, Amanda	310.00	
0120669	HB Chamber of Commerce	309.00	
0120866	Safety 1st Pest Control Inc	308.50	
0120846	Par West Turf Services	306.33	
0120260	CCC Chief Student Services Admin Assn (CCCCS	300.00	
0120455	Shalamon Duke	300.00	
0120486	Clyde Phillips	300.00	
0120532	Kimberly Guinn	300.00	
0120355	Verizon Wireless	299.22	
0120913	CASFAA	299.00	
0120259	Caston Office Solutions	298.68	
0120247	Allied Refrigeration Inc	298.17	
0120394	Henry Schein Inc	296.54	
0120289	Home Depot.	294.49	
0120625	Reliastar Life Insurance Co	292.74	·
0120637	AT&T	291.59	
0120635	AT&T	291.57	

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012095	8 Patricia Adams	289.20
012095	9 Jack Anderson	289.20
012096	0 Robert Angus	. 289.20
012096	1 David Anthony	289.20
012096	2 Dean Anthony	289.20
012096	3 Mary Arnerich	289.20
012096	•	289.20
012096	5 James Baugh	289.20
012096		289.20
012096		289.20
012096	•	289.20
012096	9 Sandra Blum	289.20
012097	0 Dean Bosse	289.20
012097	1 Mary Bosse	289.20
012097	•	289.20
012097	3 Kristina Bruning	289.20
012097	-	289.20
012097	•	289.20
012097	-	289.20
012097	7 Susan Budna	289.20
012097	8 Dennis Butler	289.20
012097	9 Leo Byrd	289.20
012098	•	289.20
012098	1 Jay Callaway	289.20
012098		289.20
012098		289.20
012098	•	289.20
012098	5 Minette Carter	289.20
012098	6 Bruce Cary	289.20
012098	· · · · · ·	289.20
012098	8 Ellen Church	289.20
012098	9 James Church	289.20
012099	) Lula Cobb	289.20
012099	1 Susan Coleman	289.20
012099	2 Phyllis Cool	289.20
012099	-	289.20
0120994	4 Lois Dalla Riva	289.20
012099	5 Roger Davis	289.20
012099		289.20
0120993	7 Dale Deffner	289.20
012099	8 Carolyn Dennison	289.20
0120999	•	289.20
012100	) Susanna Denton	289.20
012100		289.20
012100	2 Barbara Dilworth	289.20
012100	3 Sandra Dollente	289.20
012100		289.20
012100		289.20
012100		289.20
0121007		289.20
0121008	•	289.20
012100	•	289.20
012101	•	289.20
012101		289.20
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0121012	Judith Eastman	289	.20
0121013	Stuart Eastman	289	.20
0121014	Arlene Eckstein	289	.20
0121015	Fred Eckstein	289	.20
0121016	Andrew Edwards	289	.20
0121017	Jean Edwards	_ 289	.20
0121018	Robert Egan	289	.20
0121019	Jeannine Englehart	289	.20
0121020	Wayne Englehart	289	.20
0121021	Nancy English	289	.20
0121022	Diane Ewing	289	.20
0121023	Donna Falke	289	.20
0121024	Robert Ferman	289	.20
0121025	John Ferzacca	289	.20
0121026	James Finnegan	289	.20
0121027	Gordon Fitzel	289	.20
0121028	Edward Fratantaro	289	.20
0121029	Donald Friedman	289	.20
0121030	Joel Fruehan	289	.20
0121031	Charles Funsch	289	.20
0121032	Sandra Funsch	289	.20
0121034	Lance Gilbertson	289	.20
0121035	Nancy Gilbertson	289	.20
0121036	Arne Gjertsen	289	.20
0121037	Guy Glassford	289	.20
0121038	Maureen Goldman	289	.20
0121039	Michael Goldman	289	.20
0121040	David Goshert	289	.20
0121041	Morton Graham	289	.20
0121042	Shaindell Graham	289	.20
0121043	Carol Grams	289.	.20
0121044	David Gray	289.	.20
0121045	Patricia Griggs	289.	20
0121046	Frances Grigsby	289.	20
0121047	Donald Grow	289	20
0121048	Elizabeth Hadjis	289.	20
0121049	John Hadjis	289.	20
0121050	Karen Halverson	289.	
0121051	Marvyn Halverson	289.	
0121052	Kenneth Hamdorf	289.	
0121053	Marilynn Hamdorf	289.	20
0121054	Kathleen Hancock	289.	20
0121055	Robert Hancock	289.	20
0121056	Claudine Hastings	289.	20
0121057	James Hastings	289.	20
0121058	Stephanie Hayward	289.	20
0121059	Julie Hearlson	289.	20
0121060	Lynn Hermstad	289.	20
0121061	Tom Hermstad	289.	20
0121062	Jane Hilgendorf	289.	20
0121063	Truyen Ho	289.	20
0121064	Lou Hobbs	289.	20
0121065	Denise Hogate	289.	20
0121066	Arthur Hokanson	289.	20

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0121067	Carol Holben	289.20	
0121068	Beth Hooper	289.20	
0121069	Patricia Hotz	289.20	
0121070	Donald Jefferson	289.20	
0121071	Martha Jefferson	289.20	
0121072	Francis Jessoe	289.20	
0121073	David Johns	289.20	
0121074	Melvin Johnson	289.20	
0121075	Robert Johnson	289.20	
0121076	Angelina Jones	289.20	
0121077	Babette Kelly	289.20	
0121078	James Kelly	289.20	
0121079	Joyce Kimball	289.20	
0121080	Robert Kimball	289.20	
0121081	Gloria Kinnevey	289.20	
0121082	Donald Kocher	289.20	
0121083	Judy Kocher	289.20	
0121084	Ruth Kramer	289.20	
0121085	Maria Lam	289.20	
0121086	Sydney Lam	289.20	
0121087	Edward Lambing	289.20	
0121088	Nancy Lambing	289.20	
0121089	Margaret Langhans	289.20	
0121090	Sally Lansing	289.20	
0121091	Lawrence Le Brane	289.20	
0121092	June Leloup	289.20	
0121093	Ralph Lewis	289.20	
0121094	Richard Linder	289.20	
0121095	Susan Linder	289.20	
0121096	Yvonne Little	289.20	
0121097	James Long	289.20	
0121098	Suzanne Long	289.20	
0121099	Nettie Ann Loranger	289.20	
0121100	Charles Lussy	289.20	
0121101	Mary Lussy	289.20	
0121102	Patricia Mac Kenzie	289.20	
0121103	Lorna Mack	289.20	
0121104	Neil Mackenzie	289.20	
0121105	Dick Marsh	289.20	
0121107	James Mazur	289.20	
0121108	James Mazur	289.20	
0121109	Sally Mazur	289.20	
0121110	Maryann Mc Manus	289.20	
0121111	Richard McCollom	289.20	
0121112	Phillip Miller	289.20	
0121113	Charles Mitchell	289.20	
0121114	Francisco Montero	289.20	
0121115	Isabel Montero	289.20	
0121116	Elaine Mullen-Barrett	289.20	
0121117	Rolland Murray	289.20	
0121118	Sharon Murray	289.20	
0121119	Julie Myers	289.20	
0121120	Mary Nash	289.20	
0121121	Judith Neal	289.20	

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0121122	Charlanne Nee	289.20	í
0121123	Paul Nee	289.20	
0121125	Barbara Newbern	289.20	
0121126	Harold Newbern	289.20	
0121127	Polly Norwood	289.20	
0121129	Michael Olds	289.20	
0121131	Judith Olson	289.20	
0121132	Donald Onishi	289.20	
0121133	Michael Ortell	289.20	
0121134	Kenneth Ortiz	289.20	
0121135	Alan Paladino	289.20	
0121136	John Parker	289.20	
0121138	Lucille Pascoe	289.20	
0121139	Tony Pascoe	289.20	
0121140	Willard Patterson	289.20	
0121141	Jill Pearson	289.20	
0121142	Beth Peer	289.20	
0121143	William Peer	289.20	
0121144	Gail Pickart	289.20	
0121145	Terrance Pietenpol	289.20	
0121146	Frances Power	289.20	
0121147	Richard Power	289.20	
0121148	Marino Presutti	289.20	
0121149	Delmar Price	289.20	
0121150	Loyann Price	289.20	
0121151	Leslie Purdy	289.20	
0121152	Johannes Rasmussen	289.20	{
0121153	Sharon Ratliffe	289.20	1
0121154	George Reese	289.20	
0121155	Guenter Rehm	289.20	
0121156	Paula Rice	289.20	
0121157	Robert Ricewasser	289.20	
0121158	Glenda Riddick	289.20	
0121159	Philip Riddick	289.20	
0121160	Edith Rietstra	289.20	
0121161	Carl Roberson	289.20	
0121162	Paul Robinson	289.20	
0121163	Shirley Robinson	289.20	
0121164	Joel Rosenfeld	289.20	
0121165	Barbara Ross	289.20	
0121166	Ronald Ross	289.20	
0121168	Willard Roundy	289.20	
0121169	Christine Russell	289.20	
0121170	David Russell	289.20	
0121171	Monty Ruth	289.20	
0121172	Marcia Ryan	289.20	
0121173	Susan Ryder	289.20	
0121174	Dorothy Sampson	289.20	
0121175	James Sampson	289.20	
0121178	John Schaefer	289.20	
0121181	Karen Shanley	289.20	
0121182	Michael Shanley	289.20	1
0121183	Katherine Simon	289.20	(
	Richard Simon	289.20	`
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0121185	Charles Smith	289.20
0121186	Douglas Smith	289.20
0121187	Sandra Smith	289.20
0121188	Mary Stenton	289.20
0121189	Carol Stevens	289.20
0121190	Mark Stevens	289.20
0121191	Sandra Sukhov	289.20
0121192	Vladimir Sukhov	289.20
0121193	H Taussig	289.20
0121194	Dagny Tennyson	289.20
0121195	Sally Thomas	289.20
0121198	Jane Threadgold	289.20
0121199	John Wadhams	289.20
0121201	Jolene Wallace	289.20
0121202	Larry Wasserman	289.20
0121203	Sharon Wasserman	289.20
0121204	Judith Webb	289.20
0121205	Evelyn Weiss	289.20
0121206	Deven Werthman	289.20
0121207	Donna Westerman	289.20
0121208	llse Wilke	289.20
0121209	W.L.A. Wilke	289.20
0121210	Donna Williams	289.20
0121211	Lawrence Williams	289.20
0121212	Norma Willis	289.20
0121213	Darlene Windisch	289.20
0121214	Stanley Winter	289.20
0121215	Sharon Wolfe	289.20
0121216	Wayne Wolfe	289.20
0121217	Eimei Wong	289.20
0121218	Eugene Wood	289.20
0121219	William Workman	289.20
0121220	Carol Yamashita	289.20
0121221	George Yamashita	289.20
0121222	Betty Yang	289.20
0121223	Ronald Yates	289.20
0121224	Kathleen Yoder	289.20
0121225	Robert Yoder	289.20
0120106	Porsche, Michael J.	287.91
0120870	Southern Calif Edison Co	287.05
0120821	Konica Minolta Business Solutions USA Inc	282.83
0120859	Reliable Elevator of OC	282.00
0120778	AT&T	279.84
0120172	Blue Sky Outfitters	279.38
0120836	O'Brien, Eileen	276.53
0120136	Tequipment.Net	275.94
0120095	OC Register	275.60
0120530	Grainger	274.94
0120183	Dell Higher Education	274.94 271.52
0120091	Moore-Palmer, Catherine	270.85
0120476	Newport Exterminating	269.50
0120470	Iron Mountain Off-Site Data Protection	269.50 267.76
0120561	OC Treasurer- Tax Collector	
0120052	Community College League of Calif	267.00
UILOUUL	Concyo Lougue VI Oan	265.00

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0121245	Grainger	262.21
0120594	Thyssenkrupp Elevator	261.00
0120945	Superior Court	261.00
0120784	AT&T	260.91
0'120574	Portacraft Inc	258.60
0120940	Shred-It	255.00
0120790	BJ Auto Trim	254.65
0121289	Yosemite Water	254.40
0120014	Alan's Lawnmower & Garden Ctr Inc	251.62
0120357	Wards Natural Science	250.18
0120083	Kerr, Lizabeth	250.00
0120388	Feghali, Olena	250.00
0120438	CCCSFAAA	250.00
0120439	CCCSFAAA	250.00
0120551	McMaster-Carr	249.77
0120717	Robert Skeels & Co	249.03
0120381	Cosme, Aurora P	245.00
0120392	Godoy, Beatriz P	245.00
0120740	The Shredders	243.00
0120363	OCC Food Services	242.78
0120928	Island Florals	242.71
0121246	Graybar Electric	242.44
0120578	Rhino Electric Supply	241.52
0120487	Priority Laser Products Inc	240.16
0120552	Medical Processor Services	240.00
0120792	CAPED	240.00
0120901	Accurate Termite Control	239.00
0120042	Carolina Biological Supply	238.23
0120417	Whiford, Michael	237.60
0120423	Vision Service Plan	236.16
0120139	The Shredders	235.00
0120386	Evans, Donetta	233.52
0120912	Business Office Solutions	232.76
0120069	Graybar Electric	232.57
0120764	Alamitos Auto Parts Inc - Napa	232.02
0120089	Minuteman Plumbing	232.00
0120868	Sigma-Aldrich Inc	231.92
0120505	AA Equipment	229.90
0120282	GWC Food Services	225.51
0120046	CCCD Foundation	225.00
0120047	CCCD Foundation	225.00
0120401	LRP Publications	225.00
0120436	CCCD Foundation	225.00
0120437	CCCD Foundation	225.00
0120461	Green Technology	225.00
0120698	NAFSA Publications Center	225.00
0120797	CCCD Foundation	225.00
0120877	Travel Store Inc	224.00
0120175	Caston Office Solutions	223.65
0121272	Sign-Mart	221.40
0120076	Hub Auto Supply	221.20
0120206	Stater Brothers	221.20
0121227	Aardvark Clay Supply	220.32
0120034	BJ Bindery Inc	219.82
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	0120218	Smart & Final	217.78
	0120936	Robert Skeels & Co	217.61
	0120515	Caston Office Solutions	217.57
	0120445	Community College Facility Coalition	215.00
	0120446	Community College Facility Coalition	215.00
	0120916	Community College Facility Coalition	215.00
	0120917	Community College Facility Coalition	215.00
	0120918	Community College Facility Coalition	215.00
	0120872	Springdale Ace Hardware	214.97
	0120632	Apple Computer Inc	214.43
	0120273	Ewing Irrigation Products	214.15
	0120564	OC Treasurer- Tax Collector	212.12
	0120765	Alan's Lawnmower & Garden Ctr Inc	203.67
	0120090	Miranda, Arlene	200.63
	0120051	CMHS Band Boosters	200.00
	0120642	CACCRAO	200.00
	0120704	Tri Nguyen	199.95
	0120131	Steris Corp	199.28
	0120926	Karen Harelson	198.90
	0120396	Home Depot	198.37
	0120847	Martha Parham	196.48
	0120102	Orange Coast Auto Repair	196.02
	0120155	Michelle Wild	195.89
	0120582	Safety & Fire Equipment Co Inc	195.00
	0120659	Futagaki, Brandon	195.00
	0121231	Airgas West Inc	194.90
	0120013	Airgas West Inc	194.09
	0120518	Berlynn Ching	193.64
	0120524	ECS Refining	193.30
	0121124	Isabel Neveaux	192.80
	0121137	Andrea Parsons	192.80
	0121167	Sharon Roth	192.80
•	0121266	Quadra, Indiana	192.69
	0121254	Norm's Refrigeration & Ice Equip	191.25
	0120038	Calif Dept of Health Services	190.00
	0120277	Sophie Gauthier	190.00
	0120356	Patricia Villegas Bonno	190.00
	0120197	Johnstone Supply	189.32
	0120510	Battery Systems	189.10
	0120651	Dell Higher Education	184.19
	0120073	Hasler Inc	182.79
	0120405	Murdie, Cathy	182.29
	0120906	AT&T	181.58
	0120861	Rhino Electric Supply	180.86
	0120391	Ghanim, Sawsin	178.58
	0120585	Smith Pipe & Supply Inc	178.00
	0120605	Jocelyn Wang	177.43
	0120599	USA Mobility Wireless Inc	175.83
	0120243	Ace Business Machines Inc	175.00
	0120451	Community College League of Calif	175.00
	0120546	Isabelie Krasney	
	0120780	AT&T	174.67
	0120186	Jeanette Ellis	174.33
	0120100	Carmen's Uniforms Inc.	173.00
	0120110		172.29

171.29 170.00 170.00 169.71

166.26

165.53

163.89

162.53

162.04

160.17

159.88

0120063	Federal Express Corp
0120023	Andtech Corporation
0120149	Village Nurseries
0120824	McFadden-Dale Hardware
0120334	Shinoda Design Center Inc
0120802	Constructive Playthings
0120663	GWC Petty Cash
0120506	Advanced Gas Products
0121279	Verizon California
0120724	Signs Etc
0120710	Pearson Dental Supply Inc
0120134	Suburban Water Systems
0120219	Stater Brothers
0120408	Office Equipment Finance Services
0121270	Sehi Computer Products Inc
0120316	Pharmedix
0120302	Mideo Systems Inc
0120174	Carolina Biological Supply
0120245	Cassandra Agnew
0120278	Alejandro Gimenez
0120283	Kenneth Hamdorf
0120292	Daniel Johnson
0120314	Bernice Orwig
0120342	Scott Taylor
0120360	Matthew Wells
0120398	Kyle Kopp
0120654	Eberhard Equipment
0120600	Verizon California
0121273	Smardan Supply Co- Orange Coast
0120592	The Gas Company
0120793	Carolina Biological Supply
0120187	Firefighters Bookstore
0120512	Bob's Shade & Linoleum
0120389	Fry's Electronics
0120300	Master Recording Supply Inc
0120402	Master Recording Supply Inc
0120902	AmericasPrinter.com
0120700	Binh Ngo
0120679	Johnstone Supply
0120041	Carmen's Uniforms Inc
0120248	American Red Cross
0120856	Pyro-Comm Systems Inc
0120655	Faronics Technologies USA Inc
0120404	Moyer, Karen
0121250	Iron Mountain Records Mgmt
0120827	Media Education Foundation
0120199	Medco Supply Co
0120142	Truc Par Co
0120781	AT&T
0120571	Pep Boys
0120909	Baker & Taylor
0120251	AT&T
0121247	Home Depot
0120550	Lillian Matthews

159.21 158.28 155.64 154.83 154.82 151.94 150.88 150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 145.79 145.08 144.83 143.20 142.93 142.28

139.65

139.42

139.00

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134.15

134.06

132.56

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129.21

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	0120952	•	128.05	
	0120932	-	126.95	
	0120196	Iron Mountain Records Mgmt	126.56	
	0120712	Dat Phan	126.06	
	0120214	Alan Williams	125.19	
	0120581	S & S Worldwide	125.13	
	0120037	Burns, Vicki	125.00	
	0120750	•	125.00	
	0120317		124.02	
	0120930	LiNKS Sign Language & Interpreting Services	124.00	
	0120507		123.27	
	0120842	OCC Ancillary #1000-24750-6580	123.15	
•	0120339	Spectrum Chemicals & Laboratory Products	121.82	
	0121235		121.22	
	0120288		120.26	
	0120731	• • • • • • • • • • • • • • • • • • • •	120.04	
	0120657	· · · · · · · · · · · · · · · · · · ·	120.00	
	0120687		120.00	
	0120309	OC Wholesale Flowers	119.87	
	0120672	Karen Hinton	119.22	
	0120258	Marta Cabral	118.71	
	0120711	Dat Phan	116.96	
	0120948	The Shredders	116.00	
	0120268	Karen Dickerson	115.00	
	0120306	Trì Nguyen	115.00	
	0120688	Andrea Lane	115.00	
	0120873	Stater Brothers	112.59	
	0120597	Unifirst Corp	111.89	
	0120284	Tracy Heffelman	111.42	
	0120713	Clyde Phillips	110.63	
	0120305	Allene Nguyen	110.00	
	0120897	Superior Medical Surgical, Inc.	109.00	
	0120025	Cristina Arellano	108.26	
	0120291	Iron Mountain Records Mgmt	106.68	
	0120350	US Foodservice	105.98	
	0120533	Pedro Gutierrez	105.30	
	0120485	Performance Excellence Partners Inc	105.00	
	0120422	Tracy Young	104.57	
	0120216	Yale Chase Materials Handling Inc	102.00	
	0120730	Dejah Swingle	101.22	
	0120721	Scantron Corp	100.40	
		American Red Cross	100.00	
	0120017	American Red Cross	100.00	
	0120018	American Red Cross	100.00	
	0120019	American Red Cross	100.00	
	0120020	American Red Cross	100.00	
	0120021	American Red Cross	100.00	
	0120022	American Red Cross	100.00	
	0120127	•	100.00	
	0120426	American Red Cross	100.00	
	0120427	American Red Cross	100.00	
	0120428	American Red Cross	100.00	
	0120429	American Red Cross	100.00	
	0120430	American Red Cross	100.00	

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0120666	Kenneth Hamdorf	100.00
0120678	Daniel Johnson	100.00
0120733	Scott Taylor	100.00
0120766	American Red Cross	100.00
0120767	American Red Cross	100.00
0120768	American Red Cross	100.00
0120769	American Red Cross	100.00
0120770	American Red Cross	100.00
0120771	American Red Cross	100.00
0120772	American Red Cross	100.00
0120773	American Red Cross	100.00
0120927	Hub Auto Supply	97.54
0120860	Linda Rhines	96.76
0121106	Lauri Martin	96.40
0121179	Robert Schaulis	96.40
0121180	Rose Schaulis	96.40
0121196	James Thornton	96.40
0121197	Sandra Thornton	96.40
0120833	NCS Pearson Inc	95.90
0120341	Stephen Tamanaha	95.47
0120123	Shred-It	95.00
0120168	Accurate Termite Control	95.00
0120313	Orange Coast Auto Repair	95.00
0121271	Shred-It	95.00
0120513	Calif Stage & Lighting	93.04
0120094	OC Dept of Education	92.59
0120923	Epstein Educational Enterprises	92.00
0120665	Raine Hambly	91.96
0120525	Everlasting Gardens Inc	90.00
0120382	Crown Ace Hardware	89.84
0120825	Karen Mclucas	89.27
0120556	N & A Enterprises	89.19
		88.00
		87.75
		86.89
		85.73
		85.47
	-	85.32
		85.12
		85.00
	· -	85.00
	•	85.00
		85.00
		84.99
		84.53
		84.24
		83.83
		82.62
		80.80
		80.00
		80.00
		78.56
		76.27
0120332	Saddleback Golf Cars	<b>76.12</b>
	0120678 0120733 0120766 0120767 0120768 0120770 0120771 0120772 0120772 0120860 0121106 0121179 0121180 0121196 0121197 0120833 0120341 0120123 0120341 0120123 0120168 0120313 0121271 0120513 012094 0120923 0120665 0120525 0120382 0120825	0120673Daniel Johnson0120767Scott Taylor0120767American Red Cross0120767American Red Cross0120768American Red Cross0120779American Red Cross0120771American Red Cross0120772American Red Cross0120773American Red Cross0120774American Red Cross0120775American Red Cross0120772American Red Cross0120773American Red Cross0120774Hub Auto Supply0120860Linda Rhines0121197Robert Schaulis0121197Robert Schaulis0121198Rose Schaulis0121199Robert Schaulis01211916James Thornton0120831NCS Pearson Inc0120841Stephen Tamanaha0120123Shred-It0120133Orange Coast Auto Repair0120134Stephen Tamanaha0120235Epstein Education0120340OC Dept of Education0120351Crown Ace Hardware0120362Everlasting Gardens Inc0120363Crown Ace Hardware0120254Linda Bagatourian0120255Sterne Mclucas0120766N & A Enterprises0120766N & A Enterprises0120765Stenley Francus0120766Stenley Francus0120767Apperson Education Products0120768Stenley Francus0120769True Par Co0120776Apperson Education Products

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0120662	Denia Guillen		75.82
0120354	Verizon Wireless		75.15
0120115	Region VIII EOPS Directors		75.00
0120116	Region VIII EOPS Directors		75.00
0120491	Region VIII EOPS Directors		75.00
0120492	Region VIII EOPS Directors		75.00
0120493	Region VIII EOPS Directors		75.00
0120494	Region VIII EOPS Directors		75.00
0121228	Accurate Termite Control		75.00
0120192	HB Digital Arts		73.00
0120653	Stephanie Dumont		73.00
0120204	Lisa Roberts-Winger		72.77
0120280	Graybar Electric		72.71
0120955	Yosemite Water		71.88
0120720	Loren Sachs		71.35
0120718	Cheryl Rojas		70.20
0120440	CDT Inc		70.00
0121260	Party Bounce		70.00
0120723	Sehi Computer Products Inc		69.32
0120085	Mai Le		68.85
0120406	Christina Nguyen		68.00
0120695	Steven Mihatov		67.86
0120814	Hub Auto Supply		67.54
0120576	Power Systems Inc		67.48
0120323	Pro Photo Connection		67.44
0120627	Alamitos Auto Parts Inc - Napa		67.21
0120747	Berton Vite		66.98
0120828	Laurie Melby		65.11
0120060	Evergreen Environmental		65.00
0120656	Joseph Filson		65.00
0120683	Cheryl Jupiter		65.00
0120701	Christina Nguyen		65.00
0120783	AT&T		64.76
0120549	MarVac Electronics		63.66
0120170	AmericasPrinter.com		63.57
0120270	Stephanie Dumont		60.00
0120274	Joseph Filson		60.00
0120294	Cheryl Jupiter		60.00
0120478	OC Business Council		60.00
0120479	OC Business Council		60.00
0120480	OC Business Council		60.00
0120481	OC Business Council		60.00
0120482	OC Business Council		60.00
0120483	OC Business Council		60.00
0120484	OC Business Council		60.00
0120837	OC Business Council		60.00
0120838	OC Business Council		60.00
0120839	OC Business Council		60.00
0120840	OC Business Council		60.00
0120205	Smart Practice		59.50
0120084	Knorr Systems Inc		59.26
0120584	Smart & Final		58.41
0120399	Richard Kudlik		58.00
0120318	Clyde Phillips		56.96
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0120931	-	56.75
0120110		56.05
0120325		56.05
0121264		56.05
0120670	-	55.76
0120664	-	55.00
0120697	-	55.00
0121251	JW Pepper & Son Inc	54.87
0120351	Verizon California	54.53
0120703	• •	53.80
0120634		53.68
0120056		53.49
0120059		52.69
0120671	Henry Schein Inc	52.65
0121280		52.50
0120924	5	52.17
0120692	•	52.07
0120735	-	51.48
0121230		51.35
0120612	Tracy Young	51.13
0120789	Michael Battistone	50.92
0120120		50.50
0120954	•	50.22
0120290	Hub Auto Supply	50.08
0120586	Smog & Gas of Costa Mesa	50.00
0120725	Smog & Gas of Costa Mesa	50.00
0120727	5	50.00
0120132	Sterling Art	49.95
0121259	Oxygen Service Co	49.93
0120109	Prudential Overall Supply Co	48.48
0120387	Farias, Sunshine	48.48
0120577	Prudential Overall Supply Co	48.48
0120250	AT&T	48.18
0120400	LA Grinding	48.00
0120111	Prudential Overall Supply Co	47.48
0120488		47.48
0120853	Prudential Overall Supply Co	47.48
0121236	Cintas First Aid & Safety	47.43
0120071	Virginia Hanson	46.69
0120606	Wards Natural Science	46.56
0120338	Southern Calif Edison Co	45.82
0120114	Ramirez, Christina	44.00
0120544	Johnstone Supply	43.34
0120682	Thomas Juno	43.06
0120456	Federal Express Corp	42.30
0120108	Prudential Overall Supply Co	42.08
0120805	Crown Ace Hardware	40.84
0120088	Meyer Distributing Co	40.54
0120908	AT&T	40.34
0120631	Amer Art Review	39.95
0121248	Hub Auto Supply	39.60
0120185	Jane Duncan	39.55
0120667	Hardy Diagnostics	38.03
0120159	Xerox Corp	37.24

0120130	Sparkletts	36.72
0120880	Verizon California	36.59
0120061	Eversoft	36.26
0121261	Pharmedix	35.95
0120359	Daniel Weber	35.00
0120879	Verizon California	34.15
0120851	Praxair Distribution Inc	33.38
0120907	AT&T	32.83
0120246	Alan's Lawnmower & Garden Ctr Inc	31.98
0120193	Hitt Marking Devices Inc	31.25
	Medco Health Solutions Inc	30.51
0120690	Heather Larson	30.48
0120596	Turf Star Inc	30.47
0120714	Ammone Raddavong-Jaime	30.00
0120832		30.00
0120881		28.44
0120217	Yosemite Water	28.03
0120941	Signs Etc	26.94
0120535	Harbor Freight Tools	26.72
0120641		26.00
0120166	• •	25.90
0120639	Timothy Baker	25.53
0120661	-	25.53
0120534	•	24.00
0120949		24.00
0120820	Key Scientific Products	23.74
0120929		23.02
0121240		22.56
0120645	Clark Security Products	22.43
0120715		22.25
0120469	Medco Supply Co	21.73
0120213	Walters Wholesale Electric Co	21.58
0120286	Highsmith	18.99
0120640	-	18.66
0120686	Isabelle Krasney	17.90
0120855	Prudential Overall Supply Co	17.81
0120119	Ny Sayasy	16.99
0120182	Bernadette Davis	16.75
0120588		16.27
0120529		16.00
0120611	Margaret Yanalunas	16.00
0120315	Pak West Paper and Packaging	15.73
0120113		15.68
0120490	Prudential Overall Supply Co	15.68
0120852	Prudential Overall Supply Co	15.68
0120252	AT&T	15.51
0120638		15.51
0120382	AT&T	15.51
0120905	AT&T	15.51
0120326		15.49
0120020	Prudential Overall Supply Co	15.49
0120112		15.18
0120489		15.18
0120403		
0120004		15.18

012063	0 Kimberly Allen	15.00
012072	2 Seal's Health Care	12.50
012070	5 OC Dept of Education	11.57
012027	5 Lucia Flores Carrera	10.00
012029	3 Larry Joseph	10.00
012030	8 OC Auditor-Controller	10.00
012034	3 Arezou Teymoorian	10.00
012038	3 Evan Dahl	10.00
012055	5 Sharon Munyaanyi	10.00
012055	8 Eric Neumann	10.00
012065	2 Hung Dinh	10.00
012083	1 Cari Moore	10.00
012083	5 Trang Nguyen	10.00
012073	9 The Gas Company	9.58
012053	6 Dale Harguess	9.48
012058	3 Sims-Orange Welding Supply Inc	9.37
0120940	6 TALX Corp	8.00
0120336	6 Smardan Supply Co- Orange Coast	7.88
0120693	3 Earnest Marchbank	7.00
012042	1 Yosemite Water	4.80
0120689	9 Larry's Building Materials	1.81
0120591	1 The Gas Company	1.22

Total

\$ 5,169,741.71

Agenda Item

 3.06.03 Check List for General Obligation Bond Fund

 Meeting:
 11/05/2008 Regular Meeting

 Category:
 3. Consent Calendar

 Agenda Type:
 Action (Consent)

 Public Access: Yes

Agenda liem Contents



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Additional Administrative Content

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		. Ch	eck Approval Bond
NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0120887	Southland Industries GWC Upgrade Utilities	599,478.00	420316
0120226	DJM Construction Co Inc Bid #1925 GWC Health Science Building	542,520.55	420340
0120365	Division of State Architect OCC New Interdisciplinary Bldg	201,925.00	420290
0120618	Mobile Modular Management Corp Annual lease payment for Classrooms and Labs	144,096.24	420297
0120756	T & Y Construction GWC Learning Resource Ctr	139,504.45	420356
0121286	Workplace Resource Lewis Center Furniture	91,444.76	420206
0121284	UCMI Inc OCC Bidg CHS Lab Sciences	69,780.00	420207
0120615	CT Georgiou Painting Co OCC East West Campus Utility Upgrd	62,300.00	420241
0120371	URS Corp Americas GWC Learning Resource Ctr	59,051.51	420356
0120755	Corporate Business Interiors Inc Lewis Center Furniture	58,313.66	420206
0120221	AEPC Group LLC Arch/Engineering - OCC Student Services	45,333.00	420249
0120234	Seville Group Inc OCC Upgrd Lewis Ctr Applied Science	45,240.00	420206
0120888	Southland Industries GWC Upgrade Utilities	31,558.00	420316
0121285	Virco	24,122.44	420206
0120754	CableMasters	20,173.61	420318
0120372	VWR International Inc	19,139.35	420206
0120225	Cordoba Corp	18,312.00	420222
0120236	Sun Environmental Engineering Services, Inc	10,885.00	420348
0120229	Miller Environmental Inc	9,500.00	420222
0120160	Wenger Corp	9,018.09	420348
0120956	AM Associates	8,000.00	420997
0120230	Mobile Modular Management Corp	7,258.08	
0120368	Sewup JPA		420206
0120364	CEM Lab	4,854.00	420211
0120367	MTGL	4,320.00	420206
0120222	Alex Moving & Storage	2,695.50	420340
0120222	GCI Construction Inc	2,592.50	420316
0120619	Pacific Blue Micro	2,483.65	420241
0120232	P2S Engineering	2,400.00	420206
	Allsteel Inc	2,300.00	420316
0120753		2,125.93	420206
0120224 0120370	Consilien LLC	2,025.00	420912
	SunGard Higher Education Inc	1,980.00	420912
0120228	Grainger .	1,483.74	420206
0120620	Piano Lifestyles Inc	1,399.75	420348
0120231	MS Rouse Company	1,375.00	420201
0120616	Dell Higher Education	1,290.08	420206
0120617	Division of State Architect	1,261.37	420801
0120613	Anaheim Band Instruments inc	1,228.36	420348
0120233	Sears Commercial One	994.67	420206
0120235	Smith-Emery Laboratories	680.00	420101
0120223	Baytek Engineering	550.00	420348
0120499	State Board of Equalization	366.00	420206
0121283	MTGL	364.00	420201

### **Check Approval Bond**

0120369	Smith-Emery Laboratories	340.00	420101
0120366	Mobile Mini Inc	281.90	420316
0120220	A-1 Fence	150.00	420243
0120614	C2 Reprographics	149.04	420233
0120886	C2 Reprographics	78.60	420101
	-		

### Total

### \$ 2,256,722.83

Bond Code Legend	
420101	District Relocatable Replacement
420201	OCC Upgrd Auditorium Music Complx
420206	OCC Upgrd Lewis Ctr Applied Sci
420207	OCC Bidg 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 Svs
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

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### **Check Approval Bond**

420326GWC Rpl Instruc Technology Equip420331GWC Upgrd Swimming Pool420333GWC Track Resurface and Rpr420340GWC Health Sci Expand Nursing Fac420346GWC Upgrd Intl Student Facility420347GWC Upgrd Student Services Facility420348GWC Upgrd Classrooms Ph1420349GWC Library Stu Success Ctr420356GWC Learning Resource Ctr Ph1420361GWC Rpr Cosmetology Facility Ph1420365GWC Upgrd Energy Efficiency420399GWC Admin Facil Planning Gen420801CCC New Westminster Learning Ctr420826CCC Upgrd Mech Coltrols Lighting420891CCC South District Learning Center420892CCC Instructional Systems Devl420901Dist Repayment of COP and Debt420906Dist Upgrd Info System Software420912Dist Upgrd Info Systems Implement420913Dist Upgrd Info Systems Hardware420996Dist DW Admin Accounts420999Dist General Reserves	420306 420311 420316 420318	GWC Upgrd Eroding Concrete Ph1 GWC Upgrd Info Technology Ph1 GWC Upgrd Utilities Campuswide Ph1 GWC Relocation Main Distr Facility
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	420999	Dist General Reserves

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3.06.04 Authorization for Special Payments - Orange Coast College 11/05/2008 Regular Meeting 3. Consent Calendar

Category: 3. Consent Calend Agenda Type: Action (Consent) Public Access: Yes

Meeting:

Agenda trem Content. Payment to <u>American Culinary Federation Foundation of St. Augustine, FL</u> in the amount of \$800 for the 2008-2009 annual accreditation fee for the Culinary Arts Department, Consumer and Health Sciences.

Payment to <u>American Dietetic Association</u> in the amount of \$1,250 for the Nutrition Care/Dietetic Technician Program for fiscal year 2008-2009, which is required for accreditation.

Payment to <u>Committee on Accreditation for Polysomnographic Technologists Education</u> in the amount of \$1,500 for program annual fees for 2008 and 2009. This is required for the Polysomnographic Technology accreditation.

Payment to <u>Committee on Dental Auxiliaries</u> in the amount of \$300 for the Registered Dental Assisting Program to pay the application fee for the Ultrasonic Scaler Course for fiscal year 2008-2009, which is required for accreditation.

Payment to <u>Profeta, Glen</u>, Interim Director of Information Technology, to pursue a Masters of Science in Instructional Design and Technology at Cal State Fullerton from August, 2007, through June, 2009. Reimbursement of tuition and books NTE \$1,500 from Management Professional Development funds.

Payment to <u>Travel Consumer Restitution Corporation</u> in the amount of \$275 for the initial application payment for Orange Coast Travel Agency, Brenda Shine, Professor of Hospitality, Travel, and Tourism, to be paid from ancillary funds.

Additional Administrative Content

Action Agenda Details a second s

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3.06.05 Authorization for Special Payment - District

Meeting:11/05/2008 Regular MeetingCategory:3. Consent CalendarAgenda Type:Action (Consent)Public Access: Yes

Agenda Item Content. Payment of \$1,449.00 to Steve Hogue, OCC Instructor, reimbursement of retraining leave expenses.

Additional Administrative Content

Created on 09/26/2008 at 03/34 PMiby CCCDAdsvc Last update of 10/30/2008 hy locil Rodrigueze to Sales 2

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### Allent lien

 4.01 Authorization to Enter Agreements - Coastline Community College

 Meeting:
 11/05/2008 Regular Meeting

 Category:
 4. Action Items

 Agenda Type:
 Action

 Public Access: Yes
 Yes

Agenda Itemicontent and the second se

After review by the College President, District Risk Services, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to approve an amended Agreement between SunGard Higher Education and the Coast Community College District. The amendment is to the existing Agreement with SunGard Higher Education, dated September 27, 2005, thereby authorizing only Coastline Community College to license and use the following additional baseline component systems provided by SSD, Inc., in conjunction with, and adjunct to, the Voyager implementation of Banner: AnyDoc Software, OCR for AnyDoc, Axiom Enterprise, Axiom Web and OCR Verification Station. Approval is also recommended authorizing only Coastline Community College to enter into a non-exclusive and non-transferrable End User Software Agreement with SSD, Inc., for use of the Axiom Software. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign this Amendment. (Prior Board Approval: 9/21/05. See SunGard-SSD Attachment #2)

Fiscal Impact: \$74,364 expense.

2. Approval to Enter into an ATM Site License and Service Agreement between SchoolsFirst Federal Credit Union and the Coast Community College District (Coastline Community College) to provide and maintain an ATM System located in the College Bookstore

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 an ATM Site License and Service Agreement between the SchoolsFirst Federal Credit Union and the Coast Community College District (Coastline Community College) to provide and maintain an ATM system located in the College Bookstore and accessible to staff and the general public off the main lobby at the College Center. Term of this Agreement is from January 2, 2009 to January 1, 2012. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign this Agreement. (See SchoolsFirst Federal CU Attachment #3)

Fiscal Impact: There is no cost to the District.

SunGard-SSD.pdf SCHOOLSFIRST FEDERAL CU.pdf

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4.02 Authorization to Enter Agreements - Golden West College 11/05/2008 Regular Meeting 4. Action Items

Category: 4. Action Ite Agenda Type: Information Public Access: Yes

Meeting:

Agenda Lom Content & Section 2010

1. Authorization to Approve a New Nonstandard Agreement Between the Coast Community College District (Golden West College) and the Metropolitan Water District for a Water Conservation Grant

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 a new nonstandard agreement between the Coast Community College District (Golden West College) and the Metropolitan Water District of Southern California for a water conservation grant. The agreement is effective 7/1/08 – 6/30/09. (See Metropolitan Water District Attachment # 4)

Fiscal Impact: The college will receive \$10,000 from the grant.



Metropolitan Water Agreement.pdf

Additional Administrative Content of Administrative

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 4.03 Authorization to Enter Agreements - Orange Coast College

 Meeting:
 11/05/2008 Regular Meeting

 Category:
 4. Action Items

 Agenda Type:
 Action

 Public Access: Yes
 Yes

Additional Administrative Content Second

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## 1. Authorization to Enter Into a Standard Agreement between the Coast Community College District (Orange Coast College) and Orange County Head Start, Inc. for the purpose of offering instruction in "FEEDING THE YOUNG CHILD (FN145)/LIFE CYCLE NUTRITION: CHILDREN"

After review by the College President, District Risk Services, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a standard agreement between the Coast Community College District (Orange Coast College) and Orange County Head Start, Inc. for the purpose of offering instruction in "FEEDING THE YOUNG CHILD (FN145)/LIFE CYCLE NUTRITION: CHILDREN" as requested by the company from January 1, 2009, through June 30, 2009.

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

**Fiscal Impact:** OCC Extended Education to receive \$2,475 revenue for this contract. Net proceeds: to be split 50% to the Extended Education office and 50% to Consumer Health and Sciences division, after direct costs of the program.

2. Authorization to Enter Into a Standard Agreement between the Coast Community College District (Orange Coast College) and SEIU UHW - West & Joint Employer Educational Fund, for the purpose of offering instruction in Mathematics A010 "Elementary Algebra"

After review by the College President, District Risk Services, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a standard agreement between the Coast Community College District (Orange Coast College) and SEIU UHW - West & Joint Employer Educational Fund for the purpose of offering instruction in Math A010 "Elementary Algebra" as requested by the company from February 2, 2009 through May 31, 2009.

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

**Fiscal Impact:** OCC Extended Education to receive \$10,800 revenue for this contract. Net proceeds: OCC Extended Education office to receive net proceeds of this program.

### 

4.04 Authorization to Enter Agreement - District 11/05/2008 Regular Meeting 4. Action Items

Meeting: 11/05/2008 Regular Me Category: 4. Action Items Agenda Type: Information Public Access: Yes

#### Agenda item Content 200 and 200

### 1. Renewal of a Three-year Microsoft Campus and School v3.5 Agreement Sponsored by the Foundation for California Community Colleges (FCCC) with Computerland of Silicon Valley

After review by the Administrative Director of District Information Services, it is recommended by the Chancellor to renew the agreement with Microsoft. This agreement becomes effective on October 1, 2008, and provides licensing of Microsoft Office Suite and operating systems for each District computer. The agreement also extends discounted pricing to facility and staff of the District utilizing Microsoft Authorized Educational Reseller (AER) Computerland of Silicon Valley.

Pricing is based on FTE for the District and runs for three (3) years. (See MS Attachment #7)

Fiscal Impact: \$143,498.50 for year one of a three-year agreement from General funds

### 2. Authorization for Orange Coast College to Enter into an Agreement with ACCENT Travel Contractor for a Summer 2009 Short-term Study Abroad Program in Florence, Italy

After review by the Dean of Literature and Languages and the President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in Florence, Italy Study Abroad Program during summer 2009. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Patricia Scarfone, Orange Coast College, will serve as faculty. Authorization to conduct the summer in Florence, Italy Study Abroad Program was given on October 1, 2008. It is recommended that the Chancellor or the Vice Chancellor, Administrative Services and the Associate Vice Chancellor, Educational Services be authorized to sign the agreement.

**Fiscal Impact:** No replacement costs for faculty assigned to the program. All payments by trip participants for travel services shall be made to the travel contractor. Travel contractor shall account to CCCD for the total cost of the trip.

### 3. Authorization to Approve an Agreement Between the Coast Community College District and ABS Notebooks Inc., to Provide Free, Four-subject Notebooks to the students in the District

The Notebooks will be Delivered in time for Distribution in the 2009 Spring Semester. The cost of printing and delivering the notebooks to the campuses will be paid entirely by ABS, made possible by sponsor pages on the tabs inside the notebook.

### Fiscal Impact: None

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

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4.05 Buildings and Grounds

Meeting:11/05/2008 Regular MeetingCategory:4. Action ItemsAgenda Type:ActionPublic Access:Yes

Additional Administrative Contents

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CCCD Agenda11/05/08

### 1. Authorization to File Notice of Completion

It is recommended that authorization be given to file a Notice of Completion on the following projects in compliance with Public Contract Code 7107 allowing for substantial completion by the public agency, or its agent (architect) of the work of improvement. Upon acceptance by the Chancellor or Vice Chancellor of Administrative Services, a Notice of Completion will be filed with the County of Orange Clerk Recorder's Office. Thirty-five (35) days after filing of the Notice of Completion and public notification to all subcontractors, the District is authorized to pay fees due, accepting all work and/or materials as satisfactorily completed by the contractors. In the event of a dispute between the District and the Contractor, the District may withhold from the retention an amount not to exceed 150 percent of the disputed amount.

GWC Energy Upgrade; Refurbishment of Library Air Handlers/Fan Coil Replacement

Contractor: Southland Industries Buildings:

Forum 1 Humanities

### Agienda liem

4.06 General Items of Business - Golden West College

Meeting:11/05/2008 Regular MeetingCategory:4. Action itemsAgenda Type:InformationPublic Access:Yes

Additional Administrative Content

Agenda Item Content and a second a s

It is recommended that the <u>2008-09 GWC Articulation and Transfer Center Plan</u> be approved which includes the Articulation and Transfer Center activities and services provided to students. (See Transfer Plan Attachment # 5)

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Transfer Center Plan.pdf

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4.07 Resolutions

Meeting:11/05/2008 Regular MeetingCategory:4. Action ItemsAgenda Type:ActionPublic Access: Yes

### Agendalitem Contente

### 1. Adoption of Resolution #8 Authorizing Payment to Trustee Absent from Board Meeting

### **RESOLUTION OF THE BOARD OF TRUSTEES OF COAST COMMUNITY COLLEGE**

### DISTRICT, ORANGE COUNTY, CALIFORNIA

**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 November 5, 2008 the Board of Trustees of the Coast Community College District held a Regular Board meeting; and

WHEREAS, Trustee Mary Hornbuckle was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Hornbuckle's absence was due to illness (surgery);

**NOW, THEREFORE, BE IT RESOLVED**, that Trustee Mary Hornbuckle shall be paid at the regular rate of compensation for the Board meeting on November 5, 2008.

Additional Administrative Content





### 5.01 Reports Continued

Meeting: 11/05/2008 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

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

Accenda Item

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



### 6. Review of Board Meeting Dates

November 19, 2008	Third Wednesday	(Regular Meeting/Study Session)
December 10, 2008	Second Wednesday	(Regular/Organizational Meeting)
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 June 17, 2009 July 15, 2009 August 5, 2009 August 19, 2009 September 2, 2009 September 16, 2009 October 7, 2009 October 21, 2009 November 4, 2009 November 18, 2009 December 9, 2009\*

\*Tentative

Third Wednesday Third Wednesday First Wednesday Third Wednesday First Wednesday First Wednesday First Wednesday First Wednesday First Wednesday Third Wednesday Third Wednesday Second Wednesday (Regular Meeting) (Workshop Meeting) (Regular Meeting) (Regular Meeting) (Regular Meeting) (Regular Meeting) (Regular/Organizational Meeting)

Additional Administrative Content

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### Agenda Item

5.02 Additional Informative Discussion Topics Regular Meeting

Meeting:11/05/2008 Regular MeetingCategory:5. Continuation of General Information and ReportsAgenda Type:InformationPublic Access:Yes

### Agenda item Contents 1. Opportunity for the Board of Trustees to Review and Discuss an Alleged Violation of its own Code of Ethics

At the request of Trustee Moreno, the Board shall have the opportunity to review and discuss an alleged violation its own Code of Ethics.

A recent campaign flyer included a picture of a student government officer apparently supporting candidates in this Board's election. The appearance of this person on a campaign flier with or without their express permission violates the rules created to protect the interests of our students. I strongly feel that this is a breach in the Code of Ethics for Members of the Board of Trustees and that this matter should be brought before our Board relative to our Code of Ethics. (See Code of Ethics Attachment #8).

Additional Administrative Content



### 5.03 Review of Buildings and Grounds Reports

Meeting: 11/05/2008 Regular Meeting Category: 5. Continuation of General Information and Reports Agenda Type: Information Public Access: Yes

Agenda Item Contenti

### 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 Souce: Measure C General Obligation Bond Project Status: The remodel construction work (Phase II) is underway

### Orange Coast College New Consumer Health & Science Lab Building

Archtect: LPA Architecture Final Project Proposal Phase: May 2005 Programming/Working Drawings: July 2007 to March 2008 DSA Approval: April to August 2008 Funding Source: Measure C General Obligation Bond and State Capital Outlay Funds Status: The architect has scheduled final DSA approval of the plans by the first week of December. The approved DSA plans will need to submitted to the State Chancellor's Office for final approval from the Department of Finance. The construction portion of this project is expected to be awarded at the February 4, 2009 board meeting.

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: All Phase I contractors have been mobilized, submitted their submittal schedules and baseline schedules and have started construction. Currently the contractor is trenching and installing re-routed utilities including electrical, data, fire, water main line, sewer, storm drain and gas lines.

### 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 working on completing the final punch list and closeout for this project.

### Golden West College Energy Project

ESCO Company: Southland Industries

### Construction: January 2007 Est. Completion: 2009

Funding Source: Measure C General Obligation Bond

Status: The new central plant is currently providing chilled water to sixteen campus buildings and heating twelve buildings. The building groupings have undergone some modifications at the campus' request. Southland Industries has finished with the retrofit of the Group 4 buildings and construction on Group 5 has begun. This project is scheduled to be completed earlier than the original contract due to the hard work of Southland Industries. Project is now scheduled to be complete in Spring 2009.

Additional Administrative Contents

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# Agenda Item 5.04 Review of Internal Audit Report Meeting: 11/05/2008 Regular Meeting Category: 5. Continuation of General Information and Reports Agenda Type: Information Public Access: Yes Yes

### A. STATUS OF AUDIT WORK PERFORMED DURING THE QUARTER ENDED SEPTEMBER 2008

1. <u>Change Fund Audit</u> – During the reporting period, Internal Audit Services performed random counts of change funds as well as EOPS/CARE gas and meal cards at all of the campuses. No significant issues were noted.

2. <u>Review of Bank Reconciliations</u> – During the reporting period, Internal Audit Services reviewed account reconciliations for open bank accounts for the quarter ended June 2008.

3. <u>GASB 35 Facilitation (Capital Assets)</u> – During the reporting period, Internal Audit Services assisted the campuses in the input of capital assets purchased exceeding the \$5,000 threshold previously set. In addition, random selections were made of assets purchased during fiscal 2008/2009 at each campus and verified as being tagged with the assigned asset number. During the reporting period, Internal Audit Services helped to perform a year-end reconciliation to ensure the completeness of the information entered into the system.

4. <u>Construction Project Audits</u> – During the reporting period, Internal Audit Services regularly attended two (2) weekly construction project meetings and others as requested, at all campuses to ensure proper compliance with District procedures and state requirements.

5. <u>Bookstore Inventory Observation</u> – During the reporting period, Internal Audit Services performed random counts of assets during the bookstore physical inventory at Coastline and Golden West College. No exceptions were noted.

6. <u>District Facility Rental Rates</u> – During the reporting period, Internal Audit Services obtained information regarding conference and Board room facility rental rates of neighboring cities and businesses in order to determine an appropriate rate to charge for the new District rooms. This revised policy went to the Board for review and approval in October.

7. <u>Emergency Messaging System</u> – During the reporting period, Internal Audit Services assisted Environmental Health & Safety and the campuses in implementing its mass notification system which was operational in mid-August in time for Fall registration.

8. <u>Coordination of External Audit</u> – During the reporting period, Internal Audit Services worked with the campuses to address the findings of the external auditors from their preliminary fieldwork. Internal Audit Services further coordinated the final audit fieldwork of Vicenti, Lloyd & Stutzman LLP for fiscal year 2007/2008. Final audit testing was performed on the Campuses in August and at the District in October.

Agenda Item

Adjournment

Meeting:11/05/2008 Regular MeetingCategory:6. AdjournmentAgenda Type:InformationPublic Access:Yes

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## 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 1 = 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	Comments
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	р	
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	Р	
4	3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 <sup>nd</sup> Jim Moreno	Vice Chancellor HR	Review of Classified hiring policy	December 10, 2008	р	
5	3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 <sup>nd</sup> Jim Moreno	Vice Chancellor HR	Review of Faculty hiring policy	January 21, 2009	Р	
6	3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 <sup>nd</sup> 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 <sup>nd</sup> Walt Howald	Staff	Revisit Participatory Governance Policies and Procedures	December 10, 2008	Р	

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#	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 <sup>nd</sup> Walt Howald	Chancellor	Refer this Policy (#Policy 010-2-14, <i>Student</i> <i>Representative, Board of</i> <i>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	Р	
9	5/7/08	12. Opportunity for Board of Trustees' Review and Discussion of Student Representative Selection Process	Armando Ruiz; 2 <sup>nd</sup> Paul Bunch	Staff	Forward this policy (Policy 010-2-14.1, Student Representative Selection Process) to the 2008-2009 District Student Council and college Student Governments for review.	November 19, 2008	Р	
10	5/7/08	Consent Calendar	Jerry Patterson; 2 <sup>nd</sup> 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 <sup>nd</sup> 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	Р	

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#	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 <sup>nd</sup> 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 <sup>nd</sup> Jerry Patterson	College Presidents, Associate Vice Chancellor Ed. Svs.	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 <sup>nd</sup> Walt Howald	Associate Vice Chancellor Ed. Svs & Manager of Board Operations/Assistant to the Chancellor	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 <sup>nd</sup> 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		

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#	Meeting Date	Agenda Section/Page Number/Issue transfers, and common course	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I = In Progress P=Pending	Comments
		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 <sup>nd</sup> 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 <sup>nd</sup> 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		

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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	

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23	10/1/08	4.06. Personnel Action Item #1,	Jerry Patterson;	Vice Chancellor of Human Resources	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. Approve the item, and bring it back to the Board to address	November 5, 2008	
		Authorization to Approve Salary Schedule Increases	2 <sup>nd</sup> Walt Howald		<ul> <li>concerns raised, including:</li> <li>What was negotiated with CFE (see meeting notes)</li> <li>Whether giving up incentive pay was inclusive of CCA</li> <li>What funds are available</li> <li>Consult legal counsel to receive explanation of "me too" language.</li> </ul>		
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 <sup>nd</sup> 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	10/15/0 8	4.08 Policy Implementation – Adoption of Usage Fees and/or Equipment Policy #040-2-11	Mary Hornbuckle; 2 <sup>nd</sup> Michael Battistone	Vice President Administrative Services	Review in 6 months of success of facility rentals and make recommendations of what adjustments are necessary	April 1, 2009	

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Licensor shall not be held to any liability with respect to any claim by Licensee or a third party, including but not limited to damages, including lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use such Licensed Software, even if Licensor has been advised of the possibility of such damages, or of any claim by any other party. Under no circumstances shall Licensor's cumulative liability exceed the actual fee paid to Licensor for the License(s) reduced by depreciation on a five (5) year straight-line basis.

#### 6. ADDITIONAL SOFTWARE.

This EULA also applies to additional purchases of License(s) for the Licensed Software as well as updates and/or upgrades to the original Licensed Software provided by Licensor, unless Licensor provides other terms along with such additional Licenses, updates and /or Upgrades. Supplemental software code provided to Licensee as part of the Support Services shall be considered part of the Licenses Software and subject to the terms and conditions of the EULA or its replacement.

#### 7. TERMINATION.

Either party may terminate this Agreement on thirty (30) days' prior written notice to the other party in the event of a breach of any material provision of this Agreement by the other party, provided that, during the 30-day period, the breaching party fails to cure such breach or, should the breach not be curable within said 30-day period, the breaching party has not initiated steps to cure such breach.

#### 8. GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION.

If Licensee acquired this Licensed Software in the United States or Canada (unless specifically prohibited by local law), all matters pertaining to this EULA and its subject matter (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, unless Licensee is a governmental entity required by law to enter into agreements governed by the law of Licensee's state. The parties herein agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the state of governing law. In the

event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees and court costs, in addition to any other relief to which the prevailing party may be entitled.

#### 9. INJUNCTIVE RELIEF.

Licensee agrees that, in addition to any other rights or remedies which Licensor may have at law or in equity, Licensor shall be entitled to injunctive relief in any court of competent jurisdiction for any breach or threatened breach of the terms and conditions of this EULA.

#### 10. ASSIGNMENT.

Neither party may assign their rights or obligations hereunder without the written consent of the other party, except for the following: Licensee may, without prior written consent, assign its rights and obligations hereunder to another firm or entity a majority of the voting control of which is held, directly or indirectly, by Licensee, or to any other person, firm or entity which acquires substantially all of the assets of Licensee, provided (1) such proposed assignee is not a competitor of Licensor, and (2) Licensor is provided with a copy of the fully executed assignment document. Licensor may, without written consent of Licensee, assign its rights and obligations hereunder to another firm or entity a majority of the voting control of which is held, directly or indirectly, by Licensor, or to any other person, firm or entity which acquires substantially all of the assets of Licensor.

#### 11. SEVERABILITY, WAIVER AND CONSTRUCTION.

If for any reason a court of competent jurisdiction finds any provision of this EULA to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of the EULA shall continue in full force and effect. Any consent to or waiver by one party of a breach by the other party shall not constitute a consent to or waiver of any other different or subsequent breach. The paragraph and section captions within this EULA are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions. This EULA shall be given equal consideration in its construction and interpretation without regard to which party drafted it.

#### 12. SURVIVAL.

All provisions of this EULA relating to Licensor's proprietary rights, disclaimers, and limits of liability or duty, confidentiality, nondisclosure, and Licensee's actions upon termination, shall survive expiration or the termination of this EULA for any reason.

#### **13. ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents that may be in conflict therewith.

In witness whereof, duly authorized representatives of each party have executed this Agreement on behalf of Licensee and Licensor, respectively.

	(Licensee)	Software Services of Delaware	, Inc. (Licensor)
Authorized Signature	Date	Authorized Signature	Date

(Print/Type Name)

Title

(Print/Type Name)

Title

AMENDMENT TO SOFTWARE LICENSE & SERVICES AGREEMENT

#### SUNGARD HIGHER EDUCATION INC. (formerly SunGard SCT Inc.) 4 Country View Road

Malvern, Pennsylvania 19355 FAX Number (610) 578-7900 ("SunGard Higher Education")

and

#### COAST COMMUNITY COLLEGE DISTRICT ("Licensee")

#### BACKGROUND

SunGard Higher Education and Licensee are parties to a Software License and Services Agreement dated September 27, 2005 (the "Agreement") pursuant to which Licensee licensed certain Licensed Software from SunGard Higher Education to be used by the three schools that comprise the Coast Community College District: Coastline Community College, Golden West College and Orange Coast College. Pursuant to this Amendment, Licensee will license additional Licensed Software, and purchase additional professional services, for the use and benefit of only Coastline Community College, and not Golden West College or Orange Coast College.

Accordingly, Licensee and SunGard Higher Education, intending to be legally bound, agree as follows:

1. <u>Defined Terms.</u> Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment. Further, for purposes of this Amendment, and with regard to each other Amendment entered into subsequently by the parties: the term <u>"Exceution Date"</u> means the latest date shown on the signature page of the Amendment in question; and in addition, and uotwithstanding any other meaning that may have been ascribed to this term in the Agreement, the term <u>"Delivery Date"</u> means, for each Baseline Component System, the date on which SuuGard Higher Education ships that Baseline Component System to the Delivery Address F.O.B. SunGard Higher Education's place of shipment (generally Malvern, Pennsylvania).

#### 2. Amendment to and Modification of Agreement.

(a) SunGard Higher Education grants Licensee, for the use and benefit of Coastline Community College only, and not Golden West College or Orange Coast College, the right to use the additional Licensed Software identified on Exhibit 1 attached to this Amendment for the additional fees set forth in the attached Exhibit 1, on the terms and conditions set forth in the Agreement as modified by this Amendment.

(b) Except with respect to license fees due on the Execution Date, SunGard Higher Education has the right to charge a late fee on any payment that is past-due. With respect to license fees due on the Execution Date as provided for in attached Exhibit 1, SunGard Higher Education shall have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on the formula otherwise provided for in the Agreement.

(c) SunGard Higher Education agrees to provide to Licensee, for the use and benefit of Coastline Community College only, and not Golden West College or Orange Coast College, the additional services identified in on Exhibit 1, for the additional fees set forth in the attached Exhibit 1, on the terms and conditions set forth in the Agreement as modified by this Amendment.

3. <u>Integration Provision</u>. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

SunGard Higher Education	Licensee	
ВҮ:	BY:	
PRINT NAME:		
PRINT TITLE:	PRINT TITLE:	
DATE SIGNED:	DATE SIGNED:	

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# Licensee: Coast Community College District Delivery Address: 11460 Warner Avenue, Fountain Valley, CA, 92708-2597

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Higher Education supports the Licensed Software. Licensee acknowledges that certain Component Systems of the Licensed Software may require specific host or client configurations. Licensee, as soon as reasonably practicable, shall provide a detailed written description of the Equipment so that SunGard Higher Education can confirm that it is a configuration on which SunGard Higher Education supports use of the Licenseed Software. SunGard Higher Education supports or does not support use of the Licensed Software on the proposed configuration. If SunGard Higher Education does not support use of the Licensed Software on the proposed configuration. Licensee must propose a new configuration until SunGard Higher Education does confirm that it supports use of the Licensed Software on the proposed configuration.

**NOTICE:** To use any of the Licensed Software, Licensee must also obtain, install on the Equipment and maintain SunGard Higher Education-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Higher Education is advising Licensee that Licensee should consult with its SunGard Higher Education Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals.

TABLE	1	- LICENSED	SOFTWARE:

Component System	Source Code Licensed? (yes/no)	Software Supplement	Гес
SSD, Inc. OCR for AnyDoc data capture software (See Detail Table A- below)	No	SSD,Inc. Softwarc Supplement	Included
SSD, Inc. Axiom Enterprise Edition (Includes one (1) server license and unlimited verification use from the workstation)	Na	SSD, Inc. Software Supplement	Included
SSD, Inc. Axiom Web (Includes one (1) server license)	No	SSD, Inc. Software Supplement	Included
SSD, Inc., OCR Verification Station- 5 Concurrent Users	No	SSD,Inc. Software Supplement	Included
TOTAL LICENSE FEE:			\$42,803

#### Notes for Table 1:

<sup>1</sup> All Licensed Software is for the use and benefit of only Coastline Community College. The Licensed Software may not be used by or for the benefit of Golden West College or Orange Coast College.

NETAN TARKE A ANTONIATED DOCUMENT	
DETAIL TABLE A - AUTOMATED DOCUMENT	CAPTURE DETAIL TABLE:

Required Products	License for Client/PC Configuration	Maximum Pages Scanned per Year	Notes
OCR for AnyDoc Data Capture Software Single Station License	2 Liconsc	60,000	The OCR for AnyDoc Data Capture Software Single Station License allows for one installation per license with each station able to
Software Single Station License			Single Station License allows for

## **EXHIBIT 1**

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#### Licensee:

#### Coast Community College District

## TABLE 2 -THIRD PARTY SERVICES FOR WHICH SUNGARD HIGHER EDUCATION IS A PAY AGENT

ONLY - These services are not provided to Licensee by SunGard Higher Education. Licensee must sign an agreement directly with the third party provider in order to obtain the services identified in this Table 2. Please refer to the attached "Pay Agent Supplement": Rates are valid as of the Execution Date, and will remain valid for such time period as is agreed upon by Licensee and the third party provider in question in the agreement between those two parties:

Information Services	Supplement	Description	Fees
SSD OCR for AnyDoc Implementation Services: Forms Redesign, AnyDoc Definition and Axiom Source definition 2 pg form (Application, Financial Aid Verification form)' (2 Packages)	Pay Agent Supplement	Fixed Fcc	\$9,000
SSD OCR for AnyDoc Implementation Services: Forms Redesign, AnyDoc Definition and Axiom Source 1 pg form <sup>1</sup> (2 Packages)	Pay Agent Supplement	Fixed Fee	\$5,000
SSD OCR for AnyDoc Installation and Training Services: Project. Management and Programming, and up to 5 days on-site '	Pay Agent Supplement	Fixed Fee	\$6,000
SSD OCR for AnyDoc Software Maintenance (for the one year period following the Agreement Execution Date) <sup>1</sup>	Pay Agent Supplement	Fixed Fee	\$8,561
TOTAL SSD THIRD PARTY SERVICES FEE For Which SunGard Higher Education is a Pay Agent Only:			\$28,561

<sup>1</sup> SSD Services are provided by SSD, Inc. (the "Third Party Services Vendor"), and not SunGard Higher Education. These fees do not include travel and living expenses. The Third Party Services Vendor is not SunGard Higher Education's subcontractor, and is not otherwise an agent of SunGard Higher Education. See the "Pay Agent Supplement" that is attached to and incorporated by reference into this agreement. Subsequent to the initial one (1) year period, Licensee will contract directly with SSD, Inc. for maintenance and maintenance fees are subject to increases determined by SSD, Inc. SSD maintenance will be provided by SSD, Inc in accordance with its then-current policies and practices.

**PAYMENT:** For the Component Systems indicated above, the "TOTAL LICENSE FEE" shall be due on the Execution Date. The "TOTAL SSD THIRD PARTY SERVICES FEE For Which SunGard Higher Education is a Pay Agent Only" identified in Table 2 are due on the Execution Date.

**DELIVERY:** SunGard Higher Education will deliver each Baseline Component System identified in Exhibit 1 within thirty (30) days after the Execution Date.

Number of Software Supplements Attached: \_\_\_\_2

#### SSD SOFTWARE SUPPLEMENT

1. <u>Additional Definitions</u>. "SSD Component Systems" means the software provided to Software Services of Delaware, Inc. ("SSD") which is identified in Exhibit 1 under the heading "SSD Component Systems."

2. <u>Ownership</u>. SSD owns the SSD Component Systems. Certain segments of the SSD Component Systems are owned by third parties ("Third Party Components") that permit SSD and SunGard Higher Education to grant Licensee a right of use for such Third Party Components, but only as part of and/or for use with the SSD Component Systems.

3. <u>Restrictions on Use of SSD Component Systems</u>. Licensee's use of the SSD Component Systems is subject to the following additional terms and conditions:

(a) Licensee has the right to use the SSD Component Systems only in Object Code form. Licensee is prohibited from causing or permitting the reverse engineering, disassembly, decompilation, deciphering, or otherwise decrypting or discovering the Source Code of all or any portion of the SSD Component Systems;

(b) Licensee acknowledges that the SSD Component Systems are proprietary to SSD and are supplied by SunGard Higher Education under license from SSD. Title to the SSD Component Systems shall at all times remain vested in SSD or its designated successor. Except for the right of use that is expressly provided to Licensce under the Agreement, no right, title or interest in or to the SSD Component Systems is granted to Licensee;

(c) Licensee agrees that SSD shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Licensee's use of the SSD Component Systems or related materials; and

(d) Licensee acknowledges and agrees that, with regard to the SSD Component Systems, SSD is a third party beneficiary of the Agreement.

#### PAY AGENT SUPPLEMENT

1. <u>Additional Definitions</u>. "Pay Agency Products" means those products and services of those vendors (in each case, a "Vendor") that are identified in Tables I and 2 of the Exhibit I to which this Pay Agent Supplement is attached (the "Pay Agency Products").

2. <u>Pay Agent Designation</u>. Licensee hereby designates SunGard Higher Education as Licensee's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Higher Education, on behalf of Licensee, to make payment to each Vendor for Licensee's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Licensee and Vendor. Licensee covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Higher Education as Licensee's pay agent as provided for in this Section 2; and SunGard Higher Education covenants and agrees that, promptly after receipt of payment from Licensee, SunGard Higher Education will make payment to each Vendor for Licensee's procurement of the Pay Agency Products.

Pay Agency Products Procurement. SunGard Higher Education will, as soon as reasonably practicable, 3. notify Vendor of Licensee's desire to obtain a license for the Pay Agency Products. Subject to the execution of the Vendor Agreement between Licensee and Vendor, Licensee will receive shipment of the Pay Agency Products directly from Vendor, for use by Licensee in each instance pursuant to the applicable Vendor Agreement. SunGard Higher Education will remit payments made to SunGard Higher Education by Licensee promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Licensee. LICENSEE IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD HIGHER EDUCATION, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD HIGHER EDUCATION IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD HIGHER EDUCATION IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM LICENSEE ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD HIGHER EDUCATION BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO LICENSEE, AND TITLE OR SUCH SIMILAR

RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN LICENSEE ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT. ÷

4. <u>Term of Pay Agency</u>. SunGard Higher Education's status as Licensee's pay agent will expire promptly after SunGard Higher Education remits payment of the Pay Agency Products license fee to Vendor on behalf of Licensee.

5. <u>Disclaimer of Warranties</u>. Licensce agrees and understands that SUNGARD HIGHER EDUCATION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO LICENSEE BY VENDOR. SUNGARD HIGHER EDUCATION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 6. <u>LIMITATIONS OF LIABILITY</u>.

(8) <u>LIMITED LIABILITY OF SUNGARD HIGHER EDUCATION</u>. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM LICENSEE TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD HIGHER EDUCATION WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD HIGHER EDUCATION BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD HIGHER EDUCATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.



#### AUTOMATED TELLER MACHINE SITE LICENSE AND SERVICE AGREEMENT

This ATM Site License and Service Agreement ("Agreement") is effective this 2nd day of January 2009 ("Effective Date") and is entered into by and between SchoolsFirst Federal Credit Union, (herein called "SchoolsFirst FCU"), with a principal place of business at 2115 North Broadway, Santa Ana, California 92711 and Coastline Community College, (herein called "Customer"), with a principle place of business at 11460 Warner Ave. Fountain Valley, CA 92708.

#### RECITALS

WHEREAS, Both Parties desire to continue to have Automated Teller Machines (herein called "Existing ATMs"), in all of the Facilities owned or leased by Customer listed on Exhibit A attached hereto and made part hereof, (collectively, the "Facilities"). For purposes of this Agreement, ATMs shall include all devices functionally equivalent to an ATM whether they are referred to by their manufacturers as customer bank communication terminals, remote service units or otherwise; however, ATMs shall not include any machines which sell merchandise or perform transactions of a nature other than financial transactions; and

WHEREAS, SchoolsFirst FCU is specially trained, experienced and competent to provide, install, and maintain an ATM on Customer's facilities, and participates in networks of financial institutions for the provision of electronic funds transfer services (an "EFT System"); and

WHEREAS, SchoolsFirst FCU previously installed and maintained the Existing ATMs in accordance with that certain Automated Teller Machine Service Agreement dated January 2, 2006 (herein called "Previous ATM Agreement") entered into by and between SchoolsFirst FCU and Customer. The Previous ATM Agreement expired in accordance with its own terms. This Agreement shall replace the Previous ATM Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which are acknowledged, the Parties to this Agreement do hereby agree as follows:

#### 1.0 License.

Subject to the terms and conditions set forth in this Agreement (i) Customer grants SchoolsFirst FCU the exclusive license to continue to provide at no cost one (1) ATM in each of the Facilities in the Approved Location (defined in 4.0), and (ii) SchoolsFirst FCU agrees to continue to operate an ATM in each of the Facilities in the Approved Location. Notwithstanding anything to the contrary in this Agreement, in no event shall SchoolsFirst FCU have the right or obligation to operate an ATM in any Store prior to the time such Store is first open for business to the public.

#### 2.0 Term.

This Agreement shall be in full force and effect for a period of three (3) years commencing on the Effective Date, (herein called "Initial Term"), subject to termination as hereinafter set forth. Renewal of this Agreement, (each, a "Renewal Term"), shall be upon mutual written consent of the Parties hereto. In the event that the Agreement is not renewed, Customer shall surrender possession of the Existing ATM and all related equipment (the "ATM System") in good order and condition, reasonable wear and tear by use and damage by elements as expected. SchoolsFirst FCU, at its sole cost and expense, shall remove the ATM System and return Customer's facilities to the condition to be mutually agreed upon between the Parties.

2.1 SchoolsFirst FCU will remove the ATM System, and return the Customer's property to its original condition if Customer's site is sold before the end of the Agreement. In the event of such sale, Customer shall pay all expenses of removing the Existing ATM and all related signage and improvements, and all costs of repairing damage caused by such removal.

#### 3.0 Installation.

- 3.1 Should Customer wish to add a new location during the term of this Agreement (herein called "New ATM"), SchoolsFirst FCU shall, as soon as reasonably possible after the Effective Date and at it sole expense, perform all acts necessary to install, operate, maintain and secure the New ATM in all of the Facilities in the Approved Locations, including, without limitation, site preparation, power installation and data line installation.
- 3.2 In connection therewith, SchoolsFirst FCU shall, at it sole expense, obtain all permits and approvals required by governmental authorities for the installation and operation of the New ATM in the Facilities and for all other work or activities SchoolsFirst FCU is required to perform or conduct under the terms of this Agreement, excluding, however, any permits and approvals required for the power installation for each New ATM (collectively, "Permits"). In no event shall SchoolsFirst FCU install or operate a New ATM in any Store without first having obtained all necessary Permits for such Store. SchoolsFirst FCU represents, warrants and

covenants that is has previously filed or will, as soon as reasonably possible after the Effective Date, file the necessary applications for such Permits and diligently pursue issuance of same.

- 3.3 In the event that SchoolsFirst FCU cannot obtain the necessary Permits with respect to any Store(s) within three (3) months after the Effective Date ("Approval Period"), either Party may, at any time after such Approval Period, terminate this Agreement with respect to such Store(s) upon thirty (30) days' written notice to the oth Party provided, however, that such termination shall be ineffective and void if during said thirty (30) day period SchoolsFirst FCU obtains the necessary Permits for such Store(s).
- 3.4 SchoolsFirst FCU shall give Customer written notice of the date of installation and commencement or operation of the New ATM in a Store, which notice must be signed by Customer and sent to Customer at the address specified in Paragraph 22.0 below within ten (10) days after the New ATM is first installed (and is operational) in the Store. The New ATM shall be and remain the sole property of SchoolsFirst FCU.

#### 4.0 Location.

- 4.1 Customer and SchoolsFirst FCU shall mutually agree, in writing, upon the location of the New ATM within each Store ("Approved Location") as well as the layout and décor of the New ATM. Should the Parties, despite the exercise of good faith efforts, be unable to agree on the Approved Location for the New ATM within a Store prior to the expiration of the Approval Period, either Party may, at any time after such Approval Period, terminate this Agreement with respect to such Store upon thirty (30) days' written notice to the other Party provided, however, that such termination shall be ineffective and void if during said thirty (30) day period the Parties agree on the Approved Location for the New ATM in such Store.
- 4.2 Customer may, from time to time, in its reasonable discretion, request that the location of the Existing ATM within a particular Store be changed. In such event, Customer shall notify SchoolsFirst FCU in writing to schedule the relocation and pay all costs associated with the relocation. Should the Parties be unable to agree upon a new location for the Existing ATM within a particular Store within forty five (45) days after SchoolsFirst FCU's receipt of Customer's written request that the Existing ATM location be changed, this Agreement shall terminate as to that particular Store provided, however, that such termination shall be ineffective and void if during said forty five (45) day period the Parties agree on the new location for the Existing ATM. In the event of any such termination, Customer shall pay all expenses of removing the Existing ATM and all related signage and improvements, and all costs of repairing damage caused by such removal.

#### 5.0 Signs.

- 5.1 Exterior. SchoolsFirst FCU shall not have the right to install any exterior building signs unless SchoolsFirst-FCU first obtains (i) Customer's prior written approval which Customer may withhold in its reasonabl( discretion and (ii) the prior written approval of any third parties (including, without limitation, governmentalagencies) who have approval rights over the same. In connection therewith, SchoolsFirst FCU acknowledges that it shall be Customer's sole responsibility to determine which, if any, third parties have approval rights over SchoolsFirst FCU's proposed signage, it being understood that Customer makes no representation as to which, if any, third party approvals are necessary. SchoolsFirst FCU shall pay all costs associated with the installation, operation, and maintenance of all approved exterior signs, except electrical power costs which shall be paid by Customer.
- 5.2 Interior. SchoolsFirst FCU may provide and install a sign or signs, on or above each ATM that identifies it as an ATM owned by SchoolsFirst FCU and, while SchoolsFirst FCU is a participant in any EFT System, as an ATM available to such EFT System's cardholders. Such signs may include SchoolsFirst FCU and system logos as appropriate. SchoolsFirst FCU shall pay all costs associated with the installation, operation, and maintenance of all interior signs, except electrical power costs which shall be paid by Customer.

#### 6.0 Surcharging.

It is the current intent that Members of SchoolsFirst FCU or another credit union that is a member of The CO-OP Network will not pay a service charge for using an ATM. Other fees and/or surcharges may be assessed for users who have their accounts with other banks and financial institutions, or as otherwise determined by SchoolsFirst FCU, in its sole discretion.

#### 7.0 Responsibilities.

- 7.1 During the term of this Agreement, Customer shall be responsible, at its expense, for:
  - 7.1.1 Appointment of a representative to serve as a liaison between Customer and SchoolsFirst FCU. The name of the representative shall be submitted to SchoolsFirst FCU and any changes in the designation of the representative shall be immediately reported to SchoolsFirst FCU in writing;
  - 7.1.2 The cost of electrical power sufficient to operate each Existing ATM and/or New ATM and each approved sign;

- 7.1.3 The sole responsibility for and control and maintenance of the Facilities, including but not limited to the access area to the Existing ATM and any New ATM, walkways or sidewalks on the Property within fifty (50) feet of the Existing ATM and any New ATM, and the parking area;
- 7.1.4 Providing custodial services for such areas and will maintain the areas as may be reasonably necessary or required by law to promote the safety of persons on the property using the ATM System;
- 7.1.5 Reserving a minimum of one (1) parking space near the Existing ATM and any New ATM for maintenance and servicing
- 7.1.6 If the ATM System is external to the Store, Customer shall reserve an additional space near the ATM System. The parking spaces shall be reserved for, and conspicuously marked for use by persons using the ATM System, and shall be lighted adequately during hours of darkness. The parties acknowledge that the parking spaces so provided may comprise a portion of a larger parking area that is controlled by the Customer. SchoolsFirst FCU shall have no responsibility for the operation or maintenance of the parking area and spaces provided;
- 7.1.7 Expeditiously reporting vandalism and/or exterior damage to SchoolsFirst FCU's central network control site;
- 7.1.8 Providing SchoolsFirst FCU's maintenance personnel access at all times to the ATMs, including without limitation telephone access for local or toll free calls while servicing the ATMs;
- 7.1.9 Direct customers' to the ATMs; and
- 7.1.10 Illuminating the ATMs during the Store's business hours.
- 7.2 During the term of this Agreement, SchoolsFirst FCU or its designated agent shall be responsible for performing all necessary maintenance and service of the ATMs in order to keep the ATMs in good working condition at all times (said maintenance and service to be performed, to the extent practicable, between the hours of 8 a.m. through 9 p.m. local time each day) including, without limitation:
  - 7.2.1 Appointment of a representative to serve as a liaison between SchoolsFirst FCU and Customer. The name of the representative shall be submitted to Customer and any changes in the designation of the representative shall be immediately reported to Customer in writing;
  - 7.2.2 Regularly scheduled and unscheduled emergency equipment diagnosis, servicing, repair, and maintenance, including replacement of parts;
  - 7.2.3 Maintenance of communication lines and communications' links to SchoolsFirst FCU's computer and to any applicable EFT System;
  - 7.2.4 Clearing and settlement of transactions;
  - 7.2.5 Providing cash, receipts, ribbons and other supplies as required;
  - 7.2.6 Comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances as it relates to the installation, operation, and maintenance of ATM System; and
  - 7.2.7 SchoolsFirst FCU shall not subcontract or assign the performance of any of the services in this Agreement without prior written approval of Customer, except for those services required for the normal operation of an ATM System.
- 7.3 SCHOOLSFIRST FCU will use its best efforts to ensure that the ATMs are operational and available for use at all times when each Store is open for business to the public. An ATM is operational when it is capable of performing:
  - 7.3.1 The following functions for SchoolsFirst FCU's customers: (i) cash withdrawals from checking and savings, (ii) deposits to checking and savings, (iii) cash advances from credit accounts, (iv) transfers between checking, savings, and credit accounts, and (v) balance inquiries on checking, savings, and credit accounts; and
  - 7.3.2 The functions allowed by other ATM networks belonging to an EFT System in which SchoolsFirst FCU is a participant.

SchoolsFirst FCU will use its best efforts to ensure that no ATM shall be incapable of performing the functions described in subsections 7.3.1 and 7.3.2 above for any reason (other than reasons described in Section 28.0

hereof, Force Majeure, and for performance of standard maintenance and cash replenishment) for more than three percent (3%) of the time any Store is open for business to the public during any three (3) month period.

#### 8.0 Utilities.

SchoolsFirst FCU shall pay all telephone charges for telephone lines involved in operating the ATMs and all other telecommunication expenses resulting from operation of the ATMs, including, without limitation, payment of all line fee and charges. Customer shall furnish, at its sole cost and expense, all lighting, air conditioning, heat, and electricity for each Store. Where such services are the responsibility of a third party, Customer will use due diligence, at no cost or liability to SchoolsFirst FCU, to obtain conformance with this paragraph. If for any reason any utility services are disconnected or suspended, SchoolsFirst FCU shall not be entitled to any reimbursement, compensation, damages or abatement of any fees payable by SchoolsFirst FCU hereunder because of such discontinuance or suspension, nor shall Customer be liable to SchoolsFirst FCU for any interruption of its operations occasioned by such suspension or discontinuance or by any other means beyond Customer's reasonable control.

#### 9.0 Security.

SchoolsFirst FCU acknowledges that Customer is not an insurer of the ATMs and that Customer has no obligation to provide security for the ATMs except as expressly provided herein or required by applicable law. SchoolsFirst FCU hereby releases Customer from and against any Costs as defined below, which SchoolsFirst FCU might sustain by virtue of a robbery or theft of the ATMs or its contents or any failure of Customer to provide security (for robbery, theft, or fire) at the Facilities. SchoolsFirst FCU further agrees to indemnify, defend and hold Customer harmless for any Costs relating to a robbery or theft of the ATM or an attempted robbery or theft. The foregoing notwithstanding, SchoolsFirst FCU shall not release Customer from liability nor indemnify Customer, to the extent any such Costs result from Customer's breach of this Agreement or failure to comply with applicable law.

#### 10.0 Personal Property; Taxes.

All equipment and other personal property used or placed upon the ATM site by SchoolsFirst FCU and each part thereof is and for all purposes shall remain SchoolsFirst FCU's personal property and shall not become or be considered real property or a part of a building, regardless of whether or by what means it is or may become attached or affixed to such building, and SchoolsFirst FCU may place on the ATM site a statement to this effect or any other statement SchoolsFirst FCU deems necessary or desirable to disclose and protect its interest in the ATM site and in the personal property. SchoolsFirst FCU shall pay during the term of this Agreement all taxes and assessments against all personal property placed in each Store by SchoolsFirst FCU pursuant to this Agreement, including, without limitation, all license fees, taxes, and other charges which may be required to be paid by any city, county, state, or federal authorities for the use, operation, or maintenance of ATMs placed on such premises.

#### 11.0 Indemnity.

- 11.1 Customer agrees to indemnify, defend and hold harmless SchoolsFirst FCU, its agents, contractors and employees from and against all liabilities, claims, damages or loss, including, without limitation, attorney fees, costs and expenses (collectively "Costs"), arising out of or resulting from Customer's negligence or willful misconduct except to the extent, if any, said Costs result from the willful misconduct or negligence of SchoolsFirst FCU, its agents, contractors or employees.
- 11.2 Customer shall obtain and maintain a policy of commercial general liability insurance insuring Customer against claims for personal and advertising injury, bodily injury, and property damage. Such insurance shall be in an amount of not less than \$1,000,000 for personal and advertising injury and not less than \$1,000,000 for bodily injury and property damage. Such insurance may be provided through a program of self-insurance.
- 11.3 SchoolsFirst FCU agrees to indemnify, defend and hold harmless Customer, its agents, contractors and employees from and against all Costs arising out of or resulting from:
  - 11.3.1 SchoolsFirst FCU's negligence or willful misconduct, except to the extent, if any, said Costs in subsection 11.3.1 or 11.3.2 of this Paragraph 11.3 result from the willful misconduct or negligence of Customer, its agents, contractors or employees; or
  - 11.3.2 A claim that Customer is engaged in banking operations by virtue of this Agreement.
- 11.4 Excluded from the above provisions of indemnity shall be any claim or liability of either Party to the other for loss of damage caused by fire, earthquake, flood, or other natural casualty, strike, facilities lockout or governmental actions, or malfunctioning or tampering with the ATM System, for which neither party will be liable to the other. In the event of such fire, earthquake, flood or other natural casualty, the Parties agree that SchoolsFirst FCU shall have the right to terminate this Agreement as to such Store at any time upon notice to Customer, should Customer fail to complete reconstruction of the Store within 180 days of such calamity. All rent shall be abated during the time SchoolsFirst FCU is unable to operate the ATM System.

#### 12.0 Insurance.

SchoolsFirst FCU agrees to carry and maintain from the Effective Date of services until the expiration of the Initial Term or any subsequent Renewal Term of this Agreement the following insurance policies:

- 12.1 Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence;
- 12.2 Statutory Workers' Compensation Insurance;
- 12.3 Thirty (30) day written notice to customer of cancellation or reduction in coverage.
- 12.4 An endorsement to said policies naming Customer and their officers, agents, and employees as additional insured's.

#### 13.0 Advertising.

- 13.1 SchoolsFirst FCU will make a reasonable and good faith effort to advertise the location of the ATMs in the Facilities through means such as media advertising, direct mailings (e.g., statement stuffers) and demonstration and usage programs, as SchoolsFirst FCU deems appropriate. Customer represents that it is the owner of the Store name and logo. SchoolsFirst FCU hereby agrees that it acquires no license or other interest to use Customer's marks or logos (i) to advertise or identify its business or services, or (ii) in a manner stating or implying its services or business are sponsored, endorsed, or connected with Customer. Customer may, in its sole and absolute discretion, advertise the location of the ATMs in the Facilities through means such as media advertising, incentives (e.g., coupons) and in-store advertising (e.g., bag stuffers and advertisements on bags). SchoolsFirst FCU shall have access to each ATM during normal business hours for demonstrating the ATM to customers.
- 13.2 Subject to Customer's prior written approval, SchoolsFirst FCU shall be entitled to use the exterior portions of the ATM for the placement of sales material designed to promote SchoolsFirst FCU's products and services.
- 13.3 SchoolsFirst FCU may use the Customer's name solely for the purpose of advertising the location of the ATMs, provided Customer has given prior written approval of such use. Customer may use the names of SchoolsFirst FCU and any EFT System in which SchoolsFirst FCU may, from time to time, be a participant, provided SchoolsFirst FCU has given prior written approval of each such use, for the purpose of advertising the existence and locations of the ATMs.

#### 14.0 Liens.

SchoolsFirst FCU agrees to pay in full when due and discharge all claims for labor performed (or alleged to have been performed) and materials and services furnished (or alleged to have been furnished) in connection with the installation or operation of the ATMs so as to prevent the assertion of claims of lien against the Facilities or the land upon which the Store is located. SchoolsFirst FCU shall have the right, at it sole expense, to contest, in good faith, the validity of any such lien; provided, however, SchoolsFirst FCU shall, within thirty (30) days after notice from Customer to do so, and sooner as necessary to prevent foreclosure and/or enforcement of the same, procure the release of any such lien in a manner satisfactory to Customer, whether by payment, posting of bond, obtaining an appropriate court order, or otherwise.

#### 15.0 Bonds.

SchoolsFirst FCU shall for the term of the Agreement, bond all of its employees engaged in providing services under this Agreement. SchoolsFirst FCU shall at times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in providing the services required under this Agreement. SchoolsFirst FCU shall also provide identification cards, patches or badges to all employees engaged in providing services under this Agreement.

#### 16.0 Right of Exclusivity.

Customer shall not permit the installation of any other institution's ATM System inside or outside of the Facilities during the Initial Term or any subsequent Renewal Term of this Agreement.

#### 17.0 Not a Partnership.

SchoolsFirst FCU shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which services required of SchoolsFirst FCU by the terms of this Agreement are performed. The employees and agents of SchoolsFirst FCU shall not be considered for any purposes to be employees of Customer. Nothing herein contained shall be construed as creating the relationship of employeer and employee, or principal and agent, between Customer and SchoolsFirst FCU's agents or employees. SchoolsFirst FCU assumes exclusively the responsibility for acts of its employees or agents as they relate to the services to be provided under this Agreement.

#### 18.0 Governing Law.

The Parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of California, through California State courts with venue in Orange County, California.

#### 19.0 Notices.

All notices or demand to be given under this Agreement by either Party to the other, shall be in writing and given either by: (i) personal services; or (ii) by U.S. Postal Mail, mailed either by registered or certified mail, return receipt requested with postage prepaid. Notice shall be considered given and received if personally served or, if mailed on the third (3<sup>rd</sup>) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section.

At the commencement date of this Agreement the address of the Parties are as follows:

#### SchoolsFirst FCU Mailing Address:

SchoolsFirst FCU P.O. Box 11547 Santa Ana, CA 92711 ATTN: Sean Hardeman 714.466.8501 Customer Mailing Address: Coastline Community College 11460 Warner Avenue Fountain Valley, CA 92708 ATTN: Shirley Spencer ٩.

#### 20.0 Waiver.

The waiver by either party of any covenant or obligation contained herein shall not be considered to be a waiver of any subsequent breach of the same or any other covenant or obligation, nor shall such waiver affect or prejudice the Party's rights or remedies hereunder with regard to any subsequent breaches.

#### 21.0 Termination/Expiration.

In the event either Party exercises any right it has hereunder to terminate this Agreement as to one or more of the Facilities or in the event this Agreement otherwise terminates as to one or more Facilities, or in the event the Parties mutually agree to add any Facilities, beyond those Facilities listed on Exhibit A attached hereto, to the scope of this Agreement, both Parties shall, upon the request of the other Party, execute an amendment to this Agreement substituting a revised and current Exhibit A which omits the terminated Facilities or lists the additional Facilities, as the case may be. Within thirty (30) days after the expiration or earlier termination of this Agreement (as to one or more Facilities), SchoolsFirst FCU shall, at it sole expense (except as otherwise provided herein), remove from each Store with respect to which the Agreement has terminated or expired all ATMs and trade fixtures related thereto and shall fully repair any damages caused hereby so as to restore the affected area to its condition as it existed prior to the placement of an ATM therein, ordinary wear and tear excepted. If SchoolsFirst FCU fails to remove all ATM machines and related trade fixtures within said thirty (30) day period, the ATM machines and related trade fixtures may be removed and stored by Customer at SchoolsFirst FCU's sole cost and expense.

#### 22.0 Holding Over.

After the termination of this Agreement any holding over by SchoolsFirst FCU without the consent of Customer will create a tenancy at will, which shall be terminable at any time by Customer upon written notice to SchoolsFirst FCU.

#### 23.0 Condemnation/Damage and Destruction.

In the event of a taking by eminent domain of any part of the Store or the premises of which it is a part, or of any damage to or destruction of a Store, either Party may terminate this Agreement with respect to such Store by delivery of written notice to the other Party at any time within thirty (30) days of the date (i) title vests pursuant to the taking (in the case of condemnation) or any transfer in lieu thereof, or (ii) the date of the damage or destruction. In the event any taking by condemnation, or any transfer in lieu thereof, of all or any part of a Store, SchoolsFirst FCU shall not be entitled to any of the award for such taking or transfer. In no event shall SchoolsFirst FCU be entitled to receive any insurance proceeds, which are received by Customer (or to which Customer is entitled) in the event of damage or destruction to, or condemnation of, any of the Facilities.

#### 24.0 Default.

- 24.1 In the event SchoolsFirst FCU is in default in the performance of any obligations to be performed by SchoolsFirst FCU pursuant to this Agreement, and if said default continues uncured for a period of twenty (20) days, after the delivery to the defaulting Party of written notice of such default, Customer may:
  - 24.1.1 Declare this Agreement terminated (with respect to any or all of the Facilities), and/or
  - 24.1.2 Pursue all remedies permitted by law.

In the event Customer is in default in the performance of any obligations to be performed by Customer pursuant to this Agreement, and if said default continues uncured for a period of twenty (20) days after delivery to Customer of written notice of such default, SchoolsFirst FCU may:

24.1.3 Declare this Agreement terminated as to any or all of the Facilities, and/or

24.1.4 Pursue all remedies permitted by law.

In the event either Party initiates legal proceedings to enforce any of the terms of this Agreement, the prevailing Party shall recover its costs of suit, including reasonable attorneys' fees at trial and on any appeal as fixed by the court, from the other Party.

#### 25.0 Assignment.

SchoolsFirst FCU may not assign or transfer its rights under this Agreement unless such assignment is to a subsidiary or affiliate of SchoolsFirst FCU, or to any surviving entity into which SchoolsFirst FCU is merged or reorganized. Any other such assignment shall require mutual consent, in writing, from both Parties.

#### 26.0 Compliance with Law.

SchoolsFirst FCU shall at all times comply with all requirements, laws, rules, regulations and ordinances applicable to the operation of the ATMs in the Facilities and shall not conduct or permit to be conducted any unlawful business in the Facilities nor shall SchoolsFirst FCU use the ATMs or exercise its rights hereunder for any unlawful business or purpose. The Parties agree that if any ATMs must be made inoperable because of legislative, judicial or administrative law, rule or order or other governmental action which, in the reasonable opinion of SchoolsFirst FCU or Customer makes this Agreement illegal or creates a reasonable doubt of the legality of this Agreement or the placement and operation of the ATMs hereunder, or makes the continued operations of the ATMs unprofitable or undesirable, either Party may, upon thirty (30) days' prior written notice to the other Party, terminate this Agreement as to the Facilities affected by such laws.

#### 27.0 Facility Closing.

SchoolsFirst FCU expressly acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, Customer shall have the right, at any time, to temporarily or permanently close any of the Facilities (and discontinue Customer's business in the Facilities), for any reason whatsoever in its sole and absolute discretion, without liability or further obligation to SchoolsFirst FCU. Customer agrees to give SchoolsFirst FCU thirty (30) days' prior written notice of such closure ("Closure Notice"). The Closure Notice shall specify whether the Facility closure is anticipated to be temporary (which for purposes of this Agreement is less than three (3) months) or permanent (which for the purpose of this Agreement is three (3) months or more); however, SchoolsFirst FCU acknowledges and agrees that, notwithstanding a statement by Customer that the Facility closure is temporary, Customer shall have the right at any time to notify SchoolsFirst FCU that such closure is permanent. If the Facility closure is permanent, this Agreement shall terminate as to the closed Facility as of the date of cessation of Customer's business therein. If the Facility closure is temporary, this Agreement shall continue in full force and effect except that any applicable License Fees due hereunder shall abate during the period of Facility closure and SchoolsFirst FCU shall, during the period of Facility closure, be relieved from obligation to operate the ATM in the Facility.

#### 28.0 Force Majeure.

The Parties shall be excused from the performance of any obligation imposed herein for any period and to the extent that a Party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other Party or third parties, an act of God, fire, strike, loss of transportation, facilities lockout, or commandeering of materials, products, plants, or facilities by the Government, war, civil disturbance, court order, or other cause (other than financial) beyond its reasonable control, including failures of fluctuations in electrical power, heat, light, air-conditioning, or telecommunications equipment, and such performance will not be a default hereunder or a ground for termination of this Agreement.

#### 29.0 Modification.

Except as specifically provided herein, this Agreement may not be modified without the prior written consent of both Parties.

#### 30.0 Severability.

The invalidation of any of the covenants, conditions, restrictions or other provisions contained herein, or of the application thereof to any person or entity by judgment or court order, shall in no way affect any of the other covenants, conditions, restrictions or other provision hereof, or the application thereof to any other person or entity, and those covenants, conditions, restrictions or provisions not invalidated shall remain in full force and effect.

#### 31.0 Confidentiality.

31.1 Confidential Information shall mean nonpublic information that a party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, (i) any trade secrets relating to either party's product plans, research and development, or know-how; (ii) any information that the disclosing parties identify as being proprietary and/or confidential; (iii) the terms and conditions of this Agreement, including financial transaction volumes. "Confidential Information" shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party; (iv) is lawfully obtained from a third party that has the right to make such disclosure; or (v) is made generally available by the disclosing party without restriction or disclosure.

31.2 Each party shall protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information, but in no event shall either party use less than reasonable care in protecting the other's Confidential Information. Neither party will use the other's Confidential Information for the purposes other than those contemplated by this Agreement, or disclose such information to any third parties, except in furtherance of the purposes of this Agreement, or as otherwise required or permitted by law. Each party shall limit access by its employees and agents to the other party's Confidential Information to only those who require such access on performing their duties hereunder, and shall further restrict such access to only such of the Confidential Information as may be required by such persons to perform such duties. Except as expressly provided in this Agreement, no ownership or license rights is granted in any Confidential Information.

#### 32.0 Warranties of Authority.

Customer and SchoolsFirst FCU each warrant and represent to the other that the execution and delivery of this Agreement and any related documents and the performance of the provisions hereof have been duly authorized by all necessary corporate action on its part, and that this Agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding agreement, enforceable against it in accordance with its terms.

#### 33.0 Facility Operations.

No provision of this Agreement shall be interpreted to restrict or prevent Customer from opening, closing, selling, purchasing, remodeling, rearranging or taking any other action with respect to the ownership or operation of its Facilities and SchoolsFirst FCU expressly acknowledges and agrees that this Agreement is subject to Customer's right to engage in the same.

#### 34.0 Entire Agreement.

This Agreement contains the entire agreement between Customer and SchoolsFirst FCU regarding the services and any agreement hereafter made shall be ineffective to modify this Agreement in whole or in part unless such agreement is embodied in an amendment to this Agreement which has been signed by both Parties. This Agreement supercedes all prior negotiations, understandings, representations, and Agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

SchoolsFirst Federal **CREDIT UNION** Authorized Signature ALAYNE CHARLTON

SERVICE

CUSTOMER

Authorized Signature

Printed Name

Title

Date

#### Exhibit A

#### ATM Site Locations

Location Name	Location Address	Location City	Location State	Location Zip Code
Coastline Community College	11460 Warner Avenue	Fountain Valley	California	92708
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## SOUTHERN CALIFORNIA WORLD WATER FORUM

INNOVATIVE WATER CONSERVATION RESEARCH & TECHNOLOGY GRANTS FOR COMMUNITY COLLEGES AND UNIVERSITIES



# **FUNDING AGREEMENT**

BETWEEN

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AND

COLLEGE: GOLDEN WEST COLLEGE

PROJECT TITLE: MOBILE WATER EDUCATION PROJECT

SUB AWARD AGREEMENT NUMBER: \_\_\_\_\_99477\_\_\_

The World Water Forum College Grant Program is sponsored by the cash and in-kind contributions of the family of Southern California water agencies and:





SANITATION DISTRICTS OF LOS ANGELES COUNTY







Agreement No. 99477



# FUNDING AGREEMENT

FROM:		The Metropolitan Water District of Southern California
		700 North Alameda Street
		Los Angeles, CA 90012
		Attn: Ms. Benita Lynn Horn, Agreement Administrator
		For information: (888) 42-WATER or waterforum@mwdh2o.com
	TO:	Golden West College
	10.	Department of Arts & Letters
		15744 Golden West Street
		Huntington Beach, CA 92647
		Attn: Dr. Marius Cucurny, Professor
	· ·	For information: (714) 892-7711 x52180 or mcucurny@gwc.cccd.edu
	FOR:	\$10,000.00
	CC:	Dr. Marius Cucurny, Professor
		Department of Arts & Letters
		1

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Agreement No. 99477.

#### THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

"Southern California World Water Forum College Grant Program on Innovative Water Conservation Research and Technology"

#### Agreement No. 99477

This Sub award Agreement, hereinafter referred to as Agreement, is between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public agency of the State of California, organized and existing under The Metropolitan Water District Act of the State of California, hereinafter referred to as Metropolitan, and the GOLDEN WEST COLLEGE, hereinafter referred to as GOLDEN WEST.

#### Explanatory Recitals

- Metropolitan is a public agency of the State of California engaged in transporting, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura, within the State of California.
- Metropolitan has been awarded funding from the United States Department of the Interior, Bureau of Reclamation (USBR or Bureau), identified as: Assistance Agreement 06FC350200; Program Statutory Authority: Soil and Moisture Conservation Program under Soil and Moisture Conservation Act of 1935, Pub. L. 74046 (16 U.S.C. 590a-590i); Catalog of Federal Domestic Assistance Number 15.530 (LC-3104 AND LC-7012), Water Conservation Field Services Program (WCFSP).
- 3. The Southern California World Water Forum College Grant Program, hosted by Metropolitan in partnership with its Member Agencies and co-funding agencies, USBR and Sanitation Districts of Los Angeles County, is providing an opportunity for various

college students to research, develop, and communicate water-use efficiency technology that can be employed cost-effectively in water-stressed regions, locally or internationally. Record dry conditions and 2008 water shortages provide an opportunity for hundreds of college students throughout Southern California to help address regional and global water issues. Participating students, through a competitive grant process, are being challenged to develop:

- Conservation technology prototypes and communication strategies to save water
- New approaches and policies that help people think about using or allocating water differently
- Innovative ways to communicate and educate people about ways to access, clean, use and save water in their everyday lives

Metropolitan desires to retain GOLDEN WEST and GOLDEN WEST desires to perform the services required by Metropolitan according to the terms set forth hereinafter.

Municipal Water District of Orange County (MWDOC) has agreed to serve as the non-fiscal, local partner for GOLDEN WEST and will be referred to as the "Member Agency." MWDOC is not required to provide financial assistance for the Project but rather, at their discretion and strictly on an as-needed basis, MWDOC will provide in-kind resources and technical assistance for GOLDEN WEST, pending availability of requested resources or personnel (subject matter experts).

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, the Parties do agree as follows:

4.

#### Terms of Agreement

#### 1. <u>Scope of Work</u>

Metropolitan hereby engages GOLDEN WEST to participate in the USBR project entitled: "Southern California World Water Forum Innovative Conservation Technology Grants for Colleges." The services to be provided by GOLDEN WEST are described in detail in: 1) Bureau's Assistance Agreement No. 06FC350200); and 2) GOLDEN WEST's Proposal attached hereto as Exhibits A and B, respectively.

#### 2. <u>Time and Term</u>

This Agreement is in effect from July 1, 2008 through June 30, 2009, subject to earlier termination pursuant to <u>Section 20. Termination</u>. Metropolitan reserves the right to revise the term of Agreement upon written notice to GOLDEN WEST.

#### 3. Key Personnel

In performing services under this Agreement, GOLDEN WEST shall coordinate all contact with Metropolitan through the appropriate parties.

- For purposes of this Agreement, Metropolitan designates Benita Lynn Horn of the External Affairs Department as the Agreement Administrator responsible for guiding the overall conduct of the grant project and GOLDEN WEST services under this Agreement. Metropolitan reserves the right to change these designations upon written notice to GOLDEN WEST.
- GOLDEN WEST has designated Dr. Marius Cucurny of the Department of Arts
   & Letters as their Agreement Administrator, who shall administer all work under this Agreement and coordinate directly with Metropolitan. Any substitution of

key personnel must have prior written approval from Metropolitan's Agreement Administrator.

- 4. <u>Sub Consultants</u>
  - a. GOLDEN WEST shall be responsible to Metropolitan for all services to be performed under this Agreement. All subconsultants and their billing rates shall be approved by the Agreement Administrator. GOLDEN WEST shall be liable and accountable for any and all payments or other compensation to all subconsultants performing services under this agreement. Metropolitan shall not be liable for any payment or other compensation for any subconsultants.
  - All work performed by the subconsultant shall be in accordance with the Scope of
     Work outlined in Exhibits A and B of this Agreement.
  - c. GOLDEN WEST's contract with subconsultants shall require subconsultant to maintain Workers Compensation and Automobile Liability insurance as required by the State of California, and abide by the applicable terms of the agreement between the Bureau and Metropolitan, attached as Exhibits A and B of this Agreement, including, but not limited to, any provisions concerning rights in intellectual property, disclosure of information, and publication rights.
- 5. <u>Compensation</u>

For the services performed and the costs incurred by GOLDEN WEST under this Agreement and on approval by the Metropolitan's Agreement Administrator, Metropolitan shall make payment to GOLDEN WEST as follows:

Page 4

# <u>Milestone</u>

# Payment Amount

Execution of Agreement Project Completion (report, prototype, etc.) \$9,000.00 (90% of agreement award) \$1,000.00 (10% of agreement award)

Grants funds may not be used for travel or related expenses.

6. <u>Maximum Amount</u>

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$10,000.

7. Billings and Payments

GOLDEN WEST shall submit two invoices in accordance with the schedule established in <u>Article 5: Compensation</u>, to Metropolitan's Accounts Payable Section, whose mailing address is P.O. Box 54153, Los Angeles, California 90054-0153.

Pursuant to Attachment 3:

Each invoice shall indicate GOLDEN WEST's name and mailing address, name of Metropolitan's Agreement Administrator, Metropolitan's name and agreement number, title of grant project, and the beginning and ending billing dates.

Any mailing address change must be submitted in writing to Metropolitan's Corporate Resources - Professional Services Contracting Team, at the above address. Without proper notification of an address change, GOLDEN WEST invoice payments may be delayed.

GOLDEN WEST's invoices shall be signed and certified to be true and correct to the best of GOLDEN WEST's knowledge and shall include the following information: the

Page 5

maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, and total amount previously invoiced.

Subject to the approval of Metropolitan's Agreement Administrator, Metropolitan shall make payment to GOLDEN WEST within 30 days of the receipt of the invoice.

## 8. Prime Award Provisions and Attachments

GOLDEN WEST shall abide by the applicable terms and conditions of the Agreement between The United States Bureau of Reclamation (Bureau) and Metropolitan as set forth in Exhibit A, incorporated by this reference, including, but not limited to, any provisions concerning rights in intellectual property, disclosure of information, and publication rights. Such provisions are also applicable to GOLDEN WEST's lower-tier sub agreements, if applicable.

GOLDEN WEST shall provide, at Metropolitan's request, any information necessary to ensure timely compliance with any Bureau provisions outlined in Exhibits A, and B. This includes, but is not limited to, financial data, technical data and related progress reports, and other information associated with reporting requirements agreed to by Metropolitan.

# 9. <u>Responsibilities and Ownership</u>

a. All materials and supplies necessary to implement the Research Project shall be the exclusive property of GOLDEN WEST. Metropolitan shall have no ownership, right, title, security interest, or other interest in any Project facilities, materials, or supplies, nor any rights, duties, responsibilities for operation or maintenance thereof.

- GOLDEN WEST is responsible for assuring that the Project complies with all federal, state, and local requirements. GOLDEN WEST is solely responsible for the performance of its staff or representatives in complying with the terms of this Agreement and for the proper allocation of funds provided by Metropolitan under this Agreement.
- 10. Intellectual Property and Copyrights
  - a. GOLDEN WEST owns all intellectual property pursuant to this individual agreement. However, Metropolitan; its member public agencies and funding partners (as outlined below) have right to use at no cost all intellectual property conceived or developed in the course of project development and operation under this Agreement by GOLDEN WEST or any contractor and consultant working for GOLDEN WEST. As used herein, the term "intellectual property" includes, but is not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software. This right of use of the intellectual property is limited to producing potable water by Metropolitan and/or its member public agencies within their respective service areas.
  - In accordance with USBR policy, GOLDEN WEST may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The federal and local awarding agencies (as outlined below)
     reserve a royalty-free, non-exclusive and irrevocable right to reproduce, publish

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Agreement No. 99477

or otherwise use the work for federal purposes and to authorize the following others to do so:

- United States Bureau of Reclamation
- The Metropolitan Water District of Southern California
- Los Angeles County Sanitation Districts
- c. GOLDEN WEST shall notify Metropolitan, in writing, of all intellectual property conceived or developed in the course of Project development and operation under this Agreement.
- GOLDEN WEST shall cooperate in the execution of all documents necessary to protect Metropolitan's and its member public agencies' right to intellectual property under this Agreement, as requested by Metropolitan. When requested by Metropolitan or its member public agencies, or upon termination of this Agreement, GOLDEN WEST shall furnish a copy of all documents and other tangible media containing intellectual property developed by GOLDEN WEST during the course of this Agreement, including all prototypes and computer programs.

# 11. Successors and Assignment

This Agreement covers research of a specific and unique nature. Except as otherwise provided herein, GOLDEN WEST shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without obtaining prior written approval from Metropolitan and without amending this Agreement.

# 12. Legal Requirements

GOLDEN WEST shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

# 13. Guarantee and Warranty

GOLDEN WEST guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work.

Metropolitan's representatives shall at all times have access to the work for purposes of inspecting same, and determining that the work is being performed in accordance with the terms of this Agreement. Pursuant to <u>Attachment 2: Timeline</u>, Metropolitan will schedule campus site visits to ensure adherence to said procedures.

### 14. <u>Indemnity</u>

GOLDEN WEST assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property. GOLDEN WEST shall defend, indemnify, and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to GOLDEN WEST's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of GOLDEN WEST or their subconsultants relating to his or her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.

# 15. Insurance

GOLDEN WEST shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by GOLDEN WEST; its agents, representatives, or employees.

GOLDEN WEST shall sustain proof of insurance coverage in an updated form during the term of this Agreement. Failure to provide the updated insurance form annually may result in the withholding of GOLDEN WEST COLLEGE's invoice payment. GOLDEN WEST shall forward the ACORD form, attached hereto as Exhibit D and incorporated by reference, as follows:

> The Metropolitan Water District of Southern California P.O. Box 54153 Los Angeles, CA 90054 Attention: Professional Services Contracting Team/Union Station

# a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial Liability coverage (occurrence Form CG0001).
- ii. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1, (any auto).
- Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

# b. Minimum Limits of Insurance

GOLDEN WEST shall maintain limits no less than:

- General Liability: Including operations, products and completed operations as applicable, \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or location, or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Workers' Compensation: Shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.

# c. Deductibles and Self-Insurance Retentions

Any deductibles or self-insured retentions must be declared to and approved by Metropolitan. At the option of Metropolitan, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Metropolitan, its officers officials, employees, agents and volunteers; or GOLDEN WEST shall provide a financial guarantee satisfactory to Metropolitan guaranteeing payment of losses and related investigations, claim administration and defense expenses.

# d. Verification of Coverage

GOLDEN WEST shall furnish Metropolitan with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements and certificates are to be received and approved by Metropolitan prior to the commencement of work. Metropolitan reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage, and coverage binders required by these specifications at any time.

# e. Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A: VIII. A non-admitted carrier may be used with prior approval from Metropolitan, with an A.M. Best rating of no less than A: X. An exception to these standards will be made for the State Compensation Insurance Fund when not specifically rated.

# f. General Liability and Automobile Liability Endorsements

The commercial general liability policy and automobile policies are to contain, or be endorsed to contain, the following provisions:

 Metropolitan its officers, officials, employees and agents are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of GOLDEN WEST; or automobiles owned, leased, hired or borrowed by GOLDEN WEST.

- For any claims related to this project, GOLDEN WEST's insurance coverage shall be primary insurance as respects Metropolitan, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Metropolitan, its officers, officials, employees or agents shall be in excess of GOLDEN WEST's insurance and shall not contribute with it.
- iii. Each insurance policy required by this clause shall be endorsed to state
  that coverage shall not be canceled by either party, except after thirty (30)
  days' prior written notice by certified mail, return receipt requested, has
  been given to Metropolitan.
- iv. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

# g. Other Endorsements and Insurance Provisions

- i. All rights of subrogation under the property insurance policy (if any) have been waived against Metropolitan.
- The workers' compensation insurer, agrees to waive all rights of subrogation against Metropolitan for injuries to employees of the insured (GOLDEN WEST) resulting from work for Metropolitan or use of Metropolitan's premises or facilities.

- iii. If General Liability, Pollution and/or any Asbestos Pollution Liability coverage's are written on a claims-made form:
  - The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
  - (2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
  - (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, GOLDEN WEST must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
  - (4) A copy of the claims reporting requirements must be submitted to Metropolitan for review.

# 16. <u>Audit</u>

a. GOLDEN WEST shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below. GOLDEN WEST shall also abide by any applicable Office of Management and Business (OMB) circulars or other federal regulations relating to GOLDEN WEST's institution. Any costs incurred by GOLDEN WEST and found to be unallowable in accordance with federal regulations must be repaid by GOLDEN WEST. Examples of circulars and regulations are:

- Cost Principles: 2 CFR Part 220 (formerly OMB Circular A-21), Educational Institutions; 2 CFR Part 225 (formerly OMB Circular A-87), State, Local and Indian Tribal Governments; 2 CFR Part 230 (formerly OMB Circular A-122), Non-Profit Organizations; Hospitals - 45 CFR Part 74; or 48 CFR Part 31, Commercial (For Profit) Organizations and selected Non-Profit Organizations (identified in OMB Circular A-122,);
- Administrative Requirements: A-102, State and Local Governments; or 2 CFR Part 215 (formerly OMB Circular A-110), Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; and
- Audit Requirements: A-133, States, Local Governments, and Non-Profit
   Organizations
- Metropolitan will have the right to audit GOLDEN WEST's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three (3) years following completion of services under this Agreement.
- c. Upon reasonable notice from Metropolitan, GOLDEN WEST shall cooperate fully with any audit of its billings conducted by Metropolitan and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

# 17. Nondiscrimination Practices

GOLDEN WEST shall abide by all State and Federal rules pertaining to discrimination against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation.

- 18. Conflict of Interest and Gift Restrictions
  - a. GOLDEN WEST represents that it has advised Metropolitan in writing prior to the date of signing of this Agreement of any known relationships with a third party, Metropolitan's Board of Directors, or employees which would (1) present a conflict of interest with the rendering of services under this Agreement, (2) prevent GOLDEN WEST from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
  - GOLDEN WEST agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between Metropolitan's interest and the interests of such person, firm or corporation or any other third party. GOLDEN WEST shall immediately inform Metropolitan, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or potential conflict of interest.
  - GOLDEN WEST is hereby notified that Sections 7130 and 7131 Metropolitan's
     Administrative Code, the California Political Reform Act ("PRA") and
     regulations of the Fair Political Practices Commission ("FPPC") prohibit
     Metropolitan Board members, officers and employees from receiving or agreeing

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to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of Metropolitan's business, except as specifically provided in the Administrative Code Sections 7130 and 7131, the PRA and FPPC regulations. GOLDEN WEST agrees not to provide any prohibited compensation, reward or gift to any Metropolitan Board member, officer or employee.

# 19. <u>Release of Information</u>

GOLDEN WEST shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from Metropolitan's Agreement Administrator.

20. <u>Termination</u>

Metropolitan may terminate this Agreement with or without cause by providing written notice to GOLDEN WEST not less than ten days prior to an effective termination date. Metropolitan's only obligation in the event of termination will be payment of fees and expenses (not previously reimbursed or funded) incurred up to and including the effective date of termination.

21. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows:

# **<u>GRANTOR</u>**:

The Metropolitan Water District of Southern California Attention: Ms. Benita Lynn Horn, Agreement Administrator 700 N. Alameda Street Los Angeles, CA 90012

## GRANTEE:

Golden West College Attention: Dr. Marius Cucurny, Professor Department of Arts & Letters 15744 Golden West Street Huntington Beach, CA 92647

# MEMBER / LOCAL AGENCY:

Municipal Water District of Orange County (MWDOC) Attention: Ms. Jessica Hanley 18700 Ward Street Fountain Valley, CA 92708

Pursuant to the Explanatory Recital, MWDOC is a non-fiscal partner. Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

# 22. <u>Severability</u>

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

# 23. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.

# 24. <u>Waiver</u>

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

### 25. Debarment and Suspension

GOLDEN WEST certifies that to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

GOLDEN WEST also certifies that it shall not knowingly enter into lower-tier transactions involving work under this Agreement with organizations that cannot certify to the above statements.

26. Funding

Funds provided to GOLDEN WEST under this Agreement may not be used as a match or cost-sharing provision to secure other federal monies without prior written approval of Metropolitan.

# 27. Working on Metropolitan Premises

Due to the highly specific nature of Metropolitan's source water and treatment requirements, some of GOLDEN WEST's research services may be conducted at Metropolitan facilities. The protocol that shall be used for GOLDEN WEST's students or faculty that may be assigned to conduct research services at Metropolitan's premises, should they become applicable, are as follows:

a. Faculty or students shall not drive Metropolitan vehicles at any time;

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- Faculty or students shall check-in with Metropolitan's designated staff upon onsite arrival;
- Faculty or students shall not work alone (unsupervised) at Metropolitan's worksite;
- d. Faculty or students shall check out with Metropolitan's designated staff upon completion of work for the day, and before leaving Metropolitan's worksite;
- e. Faculty or students shall wear appropriate protective gear when working with chemicals or hazardous materials as prescribed by Metropolitan's designated staff; and
- Faculty or students shall attend a specialized safety training session(s) to be conducted by Metropolitan that will be applicable to research-related services to be performed on Metropolitan's premises.

# 28. <u>Entire Agreement</u>

This writing contains the entire agreement of the parties relating to the subject matter hereof, and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

# 29. Joint Drafting

Both parties have participated in the drafting of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

# APPROVED AS TO FORM:

# THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Karen L. Tachiki General Counsel Jeffrey Kightlinger General Manager

By:

By:

Setha E. Schlang Senior Deputy General Counsel Linda Waade Deputy General Manager, External Affairs

Date:

Date:

APPROVED AS TO FORM:

GOLDEN WEST COLLEGE

By:	By:
Name (print)	Name (print)
Title:	Title:
Date:	Date:

In Triplicate:

- Golden West College
- Municipal Water District of Orange County
- MWD Education Programs Unit

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

## APPROVED AS TO FORM:

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Karen L. Tachiki General Counsel Jeffrey Kightlinger General Manager

By:

By:

Linda Waade Deputy General Manager, External Affairs

Date:

Date:

APPROVED AS TO FORM:

Setha E. Schlang

Senior Deputy General Counsel

GOLDEN WEST COLLEGE

 By:
 By:

 Name (print)
 Name (print)

 Title:
 Title:

 Date:
 Date:

In Triplicate:

- Golden West College
- Municipal Water District of Orange County
- MWD Education Programs Unit

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

APPROVED AS TO FORM:

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Karen L. Tachiki General Counsel Jeffrey Kightlinger General Manager

By:

By:

Setha E. Schlang Senior Deputy General Counsel Linda Waade Deputy General Manager, External Affairs

Date:

Date:

APPROVED AS TO FORM:

GOLDEN WEST COLLEGE

By:

Name (print)

Name (print)

Title:

By:

Date:

Date:

Title:

In Triplicate:

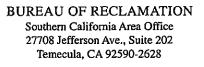
- Golden West College
- Municipal Water District of Orange County
- MWD Education Programs Unit

# Exhibit A: Copy of USBR Agreement



IN REPLY REFER TO: SCAO-7200 ADM-13.00

# United States Department of the Interior





SEP 1 3 2007

Ms. Benita Horn Metropolitan Water District of Southern California 700 N Alameda Street Los Angeles, CA 90012

Subject: Modification No. 002 to Federal Grant Agreement 06FC350200 – Southern California World Water Forum Innovative Conservation Technology Grants for Colleges

Dear Ms. Horn:

Enclosed please find a duplicate original of the executed Modification No. 002 providing additional Federal funding in the amount of \$20,000, which will increase the total amount of the agreement to \$100,000.

If you have any questions, please feel free to contact Debra Whitney, Water Conservation Specialist at 951-695-5310.

Sincerely,

veland

Leslie Cleveland Water Resources Manager

Enclosure

cc: Director, Management Services

 Attention: D-7734 (w/original)
 Regional Director, Boulder City NV
 Attention: LC-3104 and LC-7012 (w/ copy of encl)

7-2278(02-02) Bureau of Reclamation

# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

# MODIFICATION OF ASSISTANCE AGREEMENT

PAGE 1 OF 1 **Ja. AGREEMENT NUMBER** 2. TYPE OF AGREEMENT 06FC350200 1. MODIFICATION NUMBER [] GRANT [X] COOPERATIVE AGREEMENT B/11/2006 3b. AGREEMENT DATE 002 5. RECIPIENT (NAME, ADDRESS, TELEPHONE) A. ISSUING OFFICE (NAME ADDRESS) Metropolitan Water District of Southern California Bureau of Reclamation 700 N Alameda Street Southern California Area Office Los Angeles, CA 90012 Phone: 213-217-6000 27708 Jefferson Avenue, Ste. 202 Temecula, California 92590 EIN# 95-6002071 DUNS# 063842975 7. RECIPIENT PROJECT MANAGER (NAME, ADDRESS, TELEPHONE, E-MAIL) 5. ADMINISTRATIVE POINT OF CONTACT (NAME, ADDRESS, TELEPHONE, E-MAIL) Ms. Benita Horn Lestie Cleveland 27708 Jefferson Avenue, Ste. 202 Metropolitan Water District of Southern California 700 N Alameda Street Temecula, California 92590 Los Angeles, CA 90012 951-695-5310 Phone: 213-217-6739 Icleveland@lc.usbr.gov bhorn@mwdh2o.com 9. EFFECTIVE DATE OF MODIFICATION 8. TECHNICAL REPRESENTATIVE (NAME, ADDRESS, TELEPHONE, E-MAIL) See Block 18a Debra-Whitney 27708 Jefferson Avenue, Ste. 202 10. COMPLETION DATE OF AGREEMENT Temecula, California 92590 951-695-5310 dwhitney@lc.usbr.gov June 30, 2008 11. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Agreement Special Provision entitled, "Modification" nt as set forth in Block 3. it modifies the above-numbered assistance ag 13. REQUISITION NUMBER RECIPIENT/OTHER RECLAMATION 12. FUNDING INFORMATION 0735010051 \$ 20,000 \$20,000 THIS OBLIGATION 14. ACCOUNTING AND APPROPRIATION DATA PREVIOUS OBLIGATION \$ 80,000 \$80,000 A10-1971-6400-100-10-0-0 \$100,000 \$ 100,000 TOTAL OBLIGATION 3501000 50% 411C COST SHARE RATIO 50% 15. DESCRIPTION OF MODIFICATION (Attach additional pages if needed) The purpose of this modification is to obligate FY07 funds in the amount of \$20,000 for a total obligation total of \$100,000. There is no change to the original scope of work or the completion date of this agreement. Except as provided herein, all terms and conditions of the document referenced in Block 3, as heretofore changed, remain unchanged and in full force and effect. COPIES TO THE ISSUING OFFICE. , REQUIRED TO SIGN THIS DOCUMENT AND RETURN \_\_\_\_\_ , IS NOT <u>XX</u> 16. RECIPIENT IS 18a. Acceptance of this Modification in accordance with the terms and conditions 17a. Acceptance of this Modification in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient contained herein is hereby made on behalf of the United States of America, Bureau of Reclamation 9-13-07 DATE DATE BY BY 18b. NAME OF GRANTS AND COOPERATIVE AGREEMENTS OFFICER (Type or print) 17b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER (Type or print) Dennis Wolfe Additional signatures are attached Grants and Cooperative Agreements Officer 951-695-5310

DOCUMENTS INCORPORATED HEREIN BY REFERENCE:

# 1. SCHEDULE 3 1. Statement of Joint Objectives Article 3 2. Project Management Plan Article 3 3. Financial Support Article 3 4. Payment Article 3 5. Term of the Agreement Article 3 7. Property Management and Disposition Article 3

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3.	Reporting Requirements And Distribution (Reclamation 08/03)	3
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5.	Payment Method (Reclamation 11/03)	
6.	Funds Available for Payment (Reclamation 08/03)	
7.	Budget Revisions (Reclamation 08/03)	
8.	Reimbursable Costs and Limitations (Reclamation 08/03)	
9.	Procurement Standards (Reclamation 08/03)	
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4.	Assurances Incorporated by Reference	
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# I. Schedule

# 1. Statement of Joint Objectives Article

The Bureau of Reclamation funds projects for activities in support of the Water Conservation Field Service Program (WCFSP). The WCFSP focuses on water conservation methods and practices. Competition was solicited through a Request for Proposals No. 06-SF-35-0186 in the Government Point of Entry World Wide Web site for this financial assistance agreement. This recipient was selected after the proposals were evaluated and approved, including budget, budget narratives, scope of work, outcomes, and relationship to the WCFSP.

The Recipient's project fulfills Reclamation's initiative to support and encourage such projects and intentions of the Soil and Moisture Conservation Act of 1935, Public Law 74-6. Reclamation is authorized to spend funds appropriated for soil and moisture conservation programs for demonstration measures on private lands in connection with reclamation projects to demonstrate methods of applying water and other irrigation practices for the purpose of improving the efficiency of water use, to reduce siltation and to prevent seepage injury to public lands. (Solicitor Gardner Opinion, 58 I.D. 449 (1943).

# 1.1 Purpose and Objectives

The United Nations proclaimed the "International Decade of Fresh Water" for 2005 – 2015 to raise awareness about global water issues. To underscore the importance of water quality and conservation issues, Metropolitan Water District of Southern California (MWD) along with other partners will establish a grant competition for community colleges and universities. The Southern California World Water Forum Innovative Conservation Technology Grants for Colleges (Challenge Grant Program) will be offered for research and development on the implementation of water-use efficient concepts or technology that can be cost-effectively implemented in water-stressed regions, locally or internationally. All of the college research projects will focus on evaluating emerging water saving technologies or evaluating best-management practices. The Challenge Grant Program will award up to \$10,000 for each team.

# 1.2 Benefits

There are many benefits to the Challenge Grant Program. Various partnerships will be formed with local, national and international agencies in order to implement the program. The program inventions and research outcomes have the potential to benefit thousands of residents of Southern California and citizens of the world. The Challenge Grant will help to generate student interest in science, civil and environmental engineering and related careers in the water industry.

### 1.3 Scope

The Challenge Grant Program is open to public and private post-secondary institutions, community colleges, trade schools and universities. School teams can represent sole disciplines or interdisciplinary approaches including, but not limited to schools with the following areas of emphasis: Water Resource Management, Environmental Studies, Urban Planning, International Relations, Environmental or Civil Engineering, Economics, Biology, Agriculture, Political Science and Geography. College teams must:

- Design a report, rendering or prototype of an: (1) Applied research concept (i.e., local watersheds' water quality) or (2) Water-use efficient technology or process and
- Develop a business plan for implementation that includes: (1) Budget, (2) Timeline and (3) Analysis of environmental, financial, societal, and public policy implications of the proposed concept, technology or process

See 2.1, Schedule for Task Completion for detailed Timeline for the Challenge Grant Program.

# 2. Project Management Plan Article

Respective roles and responsibilities each will assume in the effort to achieve the stated objective to promote the benefits of water conservation efforts by funding the project.

In support of this Agreement, the MWD shall comply with the General and Special Provisions which are attached hereto and by reference made a part hereof, and perform the following activities:

- 1. For any portion of the project which MWD may sub-grant out, MWD will develop and draft an RFP and submit to Reclamation for approval prior to public posting
- Will ensure the RFP and potentially awarded sub-grants are in accordance with US Government Allowable Cost Principles under either OMB Circular A-87 (State, Local or Indian Tribal Government); OMB Circular A-122 (Private non-profit entities); or OMB Circular A-21 (Non-Government based educational institutes.)
- 3. Will ensure the RFP reaches the public domain for a sufficient amount of time in order to support and encourage application and provide open competition for sub-grant program funds
- 4. Obtain Reclamation concurrence and approval prior to award of any sub-grant
- 5. Ensure every sub-grant includes any clauses required by Federal Statute, executive orders and their implementing regulations as per 43 CFR 12.77
- 6. Ensure no sub-grants are awarded to debarred or suspended parties under Executive Order 12549, "Debarment and Suspension" as per 43 CFR 12.75
- 7. Secure funds in the amount of \$80,000
- 8. Clearly mark public literature, such as but not limited to, newsletter, fact sheets, which identifies Reclamation as the a funding agency; identify Reclamation funding in professional papers which may be prepared as a result of this activity; and include Reclamation's logo in signs or other artwork
- 9. Perform the work and accomplishments in accordance with the Scope of Work (Schedule 1, Scope 1.3 and 2.1 Schedule for Task Completion),
- Report progress to Reclamation's Grants and Cooperative Agreements Officer on a semi-annual basis as outlined in Section II, Special Provisions, part 3, Reporting Requirements and Distribution, of this agreement.
- 11. Immediately advice Reclamation's Grants and Cooperative Agreements Officer Representative (GCAOR) for this agreement of any issues, problems and other matters that may affect the successful implementation of this project.

In support of this agreement, Reclamation will:

- 1. Provide funds of \$50,000 in Fiscal Year 2006
- 2. Review and approve the MWD's RFP prior to publication
- 3. Provide all necessary information and ensure MWD compliance to 43 CFR 12.77 and 43 CFR 12.75 regarding subgrants
- 4. Participate in the selection and approval of sub-grantees as per evaluation criteria in the MWD RFP
- 5. Complete the appropriate level of the National Environmental Policy Act prior to award

# 6. Review financial reports and program performance reports

# 7. Provide Reclamation graphics and logos

# 2.1 Schedule for Task Completion

: • • Reclamation will use the following Schedule for Task Completion to measure and evaluate the meeting and/or achievement of specific objectives.

Date	Description	
June – August 2006	Marketing and outreach to southern California colleges	
	<ul> <li>Issue fivers to colleges to market the grant program</li> </ul>	
	<ul> <li>Conduct site visits to So Cal campuses to increase submission of applications</li> </ul>	
	- Confirm and receive funding from sponsoring partners	
	<ul> <li>Confirm availability of honorary co-chairs Assemblywoman liu and Senator Scott (they are leaving office; we may need to recruit new co-chairs)</li> </ul>	
	- Re-visit proposed expansion to Northern California	
	<ul> <li>Reclamation – Straight From the Tap Interviews (William Steele; Marion Mackenzie Pyle)</li> </ul>	
September 2006	Grant applications available online at <u>www.mwdh2o.com</u> .	
October 2006	Informational and technical assistance workshop for all colleges (prospective applicants) in MWD Boardroom	
November 2006	Completed grant proposals due to MWD Headquarters	
December 2006	Evaluate proposal (panel comprised of funding partners, professors and board members)	
January 2007	- Submit funding recommendations to executives officers and/or board members	
	- Notify selected colleges	
February 2007	- Issue Checks at Awards Ceremony	
March 2007	- Prepare Funding Agreements / Contracts (have legal counsel from MWD and colleges review and approve draft before it is issued)	
April – August 2007	SITE VISITS	
	MWD Staff, along with member agency representatives, will conduct site visits to the college campuses (pending mutual availability). The honorary co-chairs and the media may be invited to the site visits; however, the school administration will receive advance notification.	
April 2007	MID-SESSION SEMINAR at MWD www.worldwaterforum.us	
	In preparation for a national water conference, each college will provide a delegate for the panel presentation.	
lay 8 – 11, 2007 (tentative)	ACWA WATER CONFERENCE (tentative) Sacramento, CA	
	Four delegates may be selected to attend and/or facilitate a workshop at this conference.	
pril 2007	STATE OF CALIFORNIA SITE VISIT	
	The California Department of Water Resources Educational Advisory Council may conduct a site visit to one of the participating colleges.	
arch 2008	COMPLETED PROJECTS DUE TO MWD	
oril 2008	MWD COLLEGE AND TECHNOLOGY EXPO	

	All college teams must prepare an exhibit for the Expo, which will highlight the world water forum research projects, reports and technology prototypes. The projects will be displayed in a "science fair" format in the lobby / rotunda area (electrical outlets available). In addition, delegates from each team will make a 10-minute presentation to water professionals from MWD, member agencies and water technology firms. 10:00 a.m 2:00 p.m.
May 2008	MWD BOARD MEETING World Water Forum Colleges Honored at MWD Board Meeting. Pending availability, the honorary co-chairs, Senator Jack Scott and Assemblywoman Carol Liu, will present resolutions. 10:30 a.m. – 1:30 p.m.
June 2008	MWD CABLE SHOW Media Interviews for International Conference Delegates (date TBD)
June 2008	CRA FIELD TRIP Pending date availability, Director Brick will host a 2-day all-expenses paid field trip / inspection tour to the Colorado River Aqueduct. Each college may send up to four delegates (student or faculty). MWD has a dormitory with two beds per room – two guests are assigned to each room.
June 15, 2008	GRANT AWARD A check for the 10% grant award balance will be mailed to the colleges, pending receipt of final report and participation in culminating activities.
June 30, 2008	Submit final report.

# 3. Financial Support Article

# 3.1 Allowable Project Costs and Budget Revisions

The MWD shall provide all personnel, services, materials and supplies, and perform all travel which may be necessary and appropriate for the proper performance of this Agreement. Costs so incurred will be paid for as provided herein. Reclamation's obligation to provide funding to the MWD for costs incurred shall be limited to the budgeted costs associated with this Agreement.

All such direct and indirect costs must be determined to be allowable under the regulations contained in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, which is incorporated herein by reference.

The MWD shall follow the requirements 43 CFR 12.70(c) when making revisions to budget and program plans. Additionally, approval shall be requested for transfers of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.

# 3.2 Estimated Expenditures

The estimated costs for the Project are:

Entities	FUNDING	%
Reclamation MWD	\$50,000	38%
	\$80,000	62%
TOTAL	\$130,000	100%

# 3.3 Proposed Budget:

The total obligation of Reclamation under this Agreement is in the amount of \$50,000

The Federal cost principles listed below will be used as a guideline to determine the allowability of costs in performance of the project:

(i) OMB Circular A-87 for State, local and Indian Tribal recipients covered by OMB Circular A-102.

(ii) OMB Circular A-21 for Institutions of Higher Education recipients and OMB Circular A-122 for nonprofit organizations covered by OMB Circular A-110.

# 4. Payment Article

For recipients covered by OMB Circulars A-102 and A-110, 43 CFR 12.61 and 43 CFR 12.922, respectively will normally be used.

# 5. Term of the Agreement Article

The term of this agreement shall be from the date of execution identified on page 1, Block 17a, through June 30, 2008. The length of this agreement may only be changed in accordance with Special Provision 2, Modifications.

# 6. Project Information System Article

All programmatic and financial reporting shall be subject to the requirements set forth in Special Provision 3, Reporting Requirements and Distribution.

# 7. Property Management and Disposition Article

Applicable Property Management Standards in the agreement (43 CFR 12.71, 12.72, and 12.73 for recipients covered by OMB Circulars A-102; 43 CFR 12.930 - 12.937 for recipients covered by OMB Circular A-110)

# II. Special Provisions (July 2004)

# 1. Grants And Cooperative Agreements Officer's Representative (GCAOR) (Reclamation 08/03)

The GCAOR for this agreement will be:

Paula J SundePaula J. Sunde SC-4000 Southern California Area Office Bureau of Reclamation 27708 Jefferson Ave, Ste. 202 Temecula, CA 92590 Phone: 951-695-5310, E-mail: psunde@lc.usbr.gov

The GCAOR is authorized to act only on technical matters during the term of this Agreement. The GCAOR and the Recipient's Project Manager shall work closely to insure that all requirements of the Agreement are being met. The GCAOR's responsibilities include, but are not limited to, the following:

(a) Assist the Recipient concerning the accomplishment of the tasks described in the Agreement;

(b) Provide information to the Recipient which assists in the interpretation of the tasks; and

(c) Review, and where required, approve reports and information to be delivered to the Government.

Technical assistance must be within the general scope of the Agreement. The GCAOR does not have the authority to, and may not, issue any technical assistance which:

(a) Constitutes an assignment of additional work outside the general scope of the Agreement;

(b) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or

(c) Changes any of the expressed terms, conditions, or specifications.

# 2. Modifications (Reclamation 08/03)

Any changes to this agreement shall be made by means of a written modification. Reclamation may make changes to the agreement by means of a unilateral modification to deal with administrative matters, such as changes in address, no-cost time extensions, the addition of previously agreed upon funding, or deobligation of excess funds at the end of the agreement. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR 12.83 or 43 CFR 12.961, as applicable.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the GCAO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GCAO. Any request for project extension shall be made at least 45 days prior to the expiration date of the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of

performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

# 3. Reporting Requirements And Distribution (Reclamation 08/03)

Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the agreement, recovery of funds paid under the agreement, withholding of future awards, or other legal remedies.

(1) Financial Reports.

All financial reports shall be signed by an Authorized Certifying Official for the recipient's organization. The following forms are available at http://www.whitehouse.gov/omb/grants/grants\_forms.html.

(a) SF-269 or SF-269a, Financial Status Report. This form is utilized to report total expenditures for the reporting period. The SF-269 must be used if the recipient is accountable for the use of program income; otherwise, the SF-269a may be used.

A final SF-269 or SF-269a shall be submitted within 90 days following completion of the agreement.

(b) SF-272, Report of Federal Cash Transactions. This report shall be submitted by recipients that draw down cash advances by means of electronic funds transfer or Treasury check. Recipients shall identify in the "Remarks" section the amount of cash advances received in excess of 3 days prior to disbursement and explain actions taken to reduce excess balances.

An original and two copies of this form shall be submitted on a quarterly basis within 15 days following the end of the reporting period.

(2) Program Performance Reports.

(a) Interim Reports. Recipients shall submit an original and two copies of program performance reports on a semi-annual basis. The start date for the reporting period begins six months after the agreement has been finalized and thereafter. Program performance reports shall contain the following:

(i) A comparison of actual accomplishments with the goals and objectives established for the reporting period;

(ii) Where project output can be quantified, a computation of the cost per unit of output;

(iii) When appropriate, reasons why goals and objectives were not met; and

(iv) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(v) Pictures electronically

(b) Final Report. An original and two copies of the final program performance report shall be submitted no later than 90 days following the expiration or termination of the agreement.

(3) Significant Developments.

During the term of the agreement, the recipient must immediately notify the GCAO if any of the following conditions become known:

(a) Problems, delays or adverse conditions which will materially impair their ability to meet the objectives of the agreement;

(b) Favorable developments which enable the recipient to meet time schedules and objectives sooner than or at less cost than projected or to produce more beneficial results than originally planned.

This notification is to include information on the actions taken or contemplated to resolve problems, delays, or adverse conditions, and any assistance needed from Reclamation to help resolve the problem.

(4) Report Distribution. Copies of reports shall be distributed as follows:

	To the GCAO at the address in Block 6, Page 1
Financial Reports	1
Performance Reports	1
Significant	1
Developments	

# 4. Payment Policy (Reclamation 11/03)

Acceptance of a financial assistance agreement from Reclamation creates a legal responsibility on the part of the recipient organization to use the funds and property provided in accordance with the terms and conditions of the agreement. Reclamation has a reversionary interest in the unused balance of funding and in any funds improperly applied.

Payments to recipients are made in accordance with the basic standards and methods stated in the payment regulations at 43 CFR 12.61 or 43 CFR 12.922, as applicable to this agreement. These requirements are intended to minimize the time elapsing between the transfer of funds from the Federal government and the disbursement of these funds by the recipient.

Payment will be made in advance or by reimbursement as follows:

(1) Advance Payment. Recipients shall be paid in advance provided (i) they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and their disbursement by the recipient, (ii) they comply with reporting requirements for timely submission of financial status reports, and (iii) they impose these same standards on subrecipients.

Advances to recipients shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the agreement. The timing and amount of cash advances shall be as close as administratively feasible (generally no more than 3 days) to actual disbursements for direct program costs and the proportionate share of allowable indirect costs.

(2) Reimbursement. Reimbursement shall be the preferred method of payment when a recipient (i) does not meet the requirements for advance payment stated above; (ii) does not have financial management systems that meet the standards in 43 CFR 12.60 or 43 CFR 12.921, as applicable; or (iii) has been

converted to payment restrictions for non-compliance with the terms and conditions of the agreement. Reimbursement is also the preferred method of payment for agreements involving construction.

# 5. Payment Method (Reclamation 11/03)

Electronic Funds Transfer. Payments under this agreement will be made to recipients by electronic funds transfer (EFT) unless the recipient qualifies for exemption from this payment method. Reclamation utilizes the Automated Clearinghouse (ACH) Vendor Express payment system for EFT. Whether funds are paid in advance or as a reimbursement, the actual payment will be made through Vendor Express. Vendor Express allows the Government to transfer funds to a recipient's financial institution along with explanatory information regarding the payment.

Enrollment. Upon award, recipients will receive a copy of the SF-3881, ACH Vendor/Miscellaneous Payment Enrollment Form. This form is required to implement the Vendor Express system and to notify Reclamation of any change or corrections to financial institution information.

Requesting Payments. Requests for advance or reimbursement may be made by the following methods:

(1) SF-270, Request for Advance or Reimbursement. On a monthly basis, recipients may submit an original and two copies of a properly certified SF-270 form to the address identified in Block [6], page 1 of this agreement. For advance payments, this form may be submitted on a monthly basis, at least two weeks prior to the date on which funds are required, and on the basis of expected disbursements for the succeeding month and the amount of Federal funds already on hand. Requests for reimbursement may be submitted on a monthly basis, or more frequently if authorized by the GCAO. Requested funds are delivered to the recipient via ACH Vendor Express. This form is available on the Internet at http://www.whitehouse.gov/omb/grants/grants\_forms.html.

(2) SF-271, Outlay Report and Request for Reimbursement for Construction Programs. The SF-271 shall be used for construction agreements paid by the reimbursement method, letter of credit, electronic funds transfer, or Treasury check advance, except where the advance is based on periodic requests from the recipient, in which case the SF-270 shall be used. This request may be submitted on a quarterly basis, but no less frequently than on an annual basis. Recipients may submit an original and two copies of a properly certified SF-271 form to the address identified in Block [6], page 1 of this agreement. This form is available on the Internet at http://www.whitehouse.gov/omb/grants/grants\_forms.html.

(3) Automated Standard Application for Payments (ASAP). Recipients may utilize the Department of Treasury ASAP payment system to request advances or reimbursements. ASAP is a recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. Once a request is made through ASAP, funds are provided to the recipient either through ACH or Fedwire. Further information regarding ASAP may be obtained from the ASAP website at http://www.fms.treas.gov/asap. Upon award, you will be provided with information regarding enrollment in the ASAP system.

# 6. Funds Available for Payment (Reclamation 08/03)

The Government's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the GCAO for this Agreement, and until the Recipient receives notice of such availability, to be confirmed in writing to the Recipient by the GCAO.

Pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all commonly known as Reclamation Law, funds for payment under the first year of this agreement are included in the fiscal year FY06 Energy and Water Development Appropriations Act,

Public Law 109-103. Funding for any optional year of the agreement is contingent upon subsequent Congressional funding.

# 7. Budget Revisions (Reclamation 08/03)

The Recipient shall follow the requirements at 43 CFR 12.70(c) or 43 CFR 12.925, as applicable, when making revisions to budget and program plans. Additionally, approval shall be requested for transfers of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.

# 8. Reimbursable Costs and Limitations (Reclamation 08/03)

(1) The Recipient shall provide all personnel, services, facilities, equipment, materials and supplies, and perform all travel which may be necessary and appropriate for the proper performance of this Agreement. Costs so incurred will be paid for as provided herein. Reclamation's obligation to provide funding to the Recipient for costs incurred in these connections shall be limited to the Recipient's direct and indirect costs associated with this Agreement. All such direct and indirect costs must be determined to be allowable under the regulations contained in 48 CFR Subpart 31.2 or an OMB Cost Principle Circular, as applicable, which are incorporated herein through the General Provisions of this agreement.

(2) The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report.

(3) Reclamation shall not be obligated to provide funding to the Recipient and the Recipient shall not be obligated to continue performance under the Agreement or to incur costs in excess of the costs set forth in the annual project budget unless the GCAO has furnished the Recipient a modification to increase the available funding for the Agreement.

# 9. Procurement Standards (Reclamation 08/03)

When utilizing Federal funds for the procurement of supplies and other expendable property, equipment, real property, and other services under this agreement, the Recipient shall utilize the Procurement Standards set forth at 43 CFR 12.76 or 43 CFR 12.940 -12.948, as applicable. The Recipient may be required to submit evidence that its procurement procedures are in compliance with the standards stated therein. Additional guidance for contracting with small and minority firms, and women's business enterprises is included in the General Provisions section of this agreement.

# 10. Property Standards (Reclamation 08/03)

All property, equipment and supplies acquired by the Recipient with Federal funds shall be subject to usage, management, and disposal in accordance with the Property Standards at 43 CFR 12.72 - 12.73, or 43 CFR 12.930 - 12.937, as applicable.

# 11.Inspection (Reclamation 08/03)

Reclamation has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a subrecipient, the Recipient shall furnish and shall require subrecipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

# 12. Audit (Reclamation 09/03)

Recipients are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at http://www.dot.gov/ost/m60/grant/sincontact.htm. Additional information on single audits is available from the Federal Audit Clearinghouse at http://harvester.census.gov/sac/.

# 13. Enforcement (Reclamation 08/03)

In accordance with 43 CFR 12.83 or 43 CFR 12.962, as applicable, if the recipient materially fails to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, Reclamation may take one or more of the following actions as appropriate:

(1) Temporarily withhold cash payments pending correction of the deficiency by the recipient or subrecipient or more severe enforcement action by the awarding agency;

(2) Disallow (deny both use of funds and any matching credit for) all or part of the cost of the activity or action not in compliance;

(3) Wholly or partly suspend or terminate the current award for the recipient's or subrecipient's program;

(4) Withhold further awards for the program; or

(5) Take other remedies that may be legally available.

# 14. Termination (Reclamation 08/03)

In accordance with 43 CFR 12.84 or 43 CFR 12.961, as applicable, and except as provided for in the provision entitled, "Enforcement," this agreement may be terminated in whole or part only as follows:

(1) By the awarding agency with the consent of the recipient or subrecipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(2) By the recipient or subrecipient upon written notification to Reclamation, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either the Provision entitled "Enforcement" or paragraph (1) of this Provision.

# 15. Copyrights (Reclamation 08/03)

(1) For recipients subject to the administrative standards set forth in OMB Circular A-110, the following copyright provision, as implemented by 43 CFR 12.936(a), shall apply:

"The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserves a royalty-free,

nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so."

(2) For recipients subject to the administrative standards set forth in OMB Circular A-102 and the Grants Management Common Rule, the following copyright provision, as implemented by 43 CFR 12.74, shall apply:

"The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support."

#### 16. Rights to Data (Reclamation 08/03)

For recipients subject to the administrative standards set forth in OMB Circular A-110, the following provision, as implemented by 43 CFR 12.936(c), shall apply:

"The Federal Government has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes."

## **III.General Provisions (December 2003)**

#### 1. Regulations and Guidance

The regulations at 43 CFR, Part 12, Subparts A, C, E, and F, are hereby incorporated by reference as though set forth in full text. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by 43 CFR Part 12, are also incorporated by reference and made a part of this agreement. Failure of a recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support. Copies of OMB Circulars are available on the Internet at http://www.whitehouse.gov/omb/grants/grants\_circulars.html. The implementation of the circulars at 43 CFR Part 12 is available at http://www.access.gpo.gov/nara/cfr/cfr table search.html#page1.

a. Agreements with colleges and universities shall be in accordance with the following circulars:

Circular A-21, revised August 8, 2000, "Cost Principles for Educational Institutions"

Circular A-110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

b. Agreements with State and local governments shall be in accordance with the provisions of the following circulars:

Circular A-87, as amended August 29, 1997, "Cost Principles for State, Local, and Indian Tribal Governments"

Circular A-102, as amended August 29, 1997, "Grants and Cooperative Agreements with State and Local Governments" (Grants Management Common Rule, Codification by Department of Interior, 43 CFR 12)

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

c. Agreements made with nonprofit organizations shall be in accordance with the following circulars and provisions:

Circular A-110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

Circular A-122, revised May 19, 1998, "Cost Principles for Non-Profit Organizations"

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

d. All agreements with organizations other than those indicated above shall be in accordance with the basic principles of OMB Circular A-110, and cost principles shall be in accordance with 48 CFR Subpart 31.2 titled "Contracts with Commercial Organizations" which is available on the Internet at http://www.access.gpo.gov/nara/cfr/cfr table search.html#page1.

#### 2. Debarment and Suspension

The Department of the Interior regulations at 43 CFR 42—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the recipient agrees to comply with 43 CFR 42, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at http://www.access.gpo.gov/nara/cfr/cfrhtml\_00/Title\_43/43cfr42\_00.html .

#### 3. Drug-Free Workplace

The Department of the Interior regulations at 43 CFR 43—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the recipient agrees to comply with 43 CFR 43, Subpart 8, if the recipient is not an individual, or with 43 CFR 43, Subpart C, if the recipient is an individual. These regulations are available at http://www.access.gpo.gov/nara/cfr/cfrhtml\_00/Title\_43/43cfr43\_00.html .

#### 4. Assurances incorporated by Reference

a. The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this agreement shall apply with full force and effect to this agreement as if fully set forth in these General Provisions. Such Assurances include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

b. When required by 43 CFR 18—New Restrictions on Lobbying, recipients shall complete a Certification Regarding Lobbying form. This certification is incorporated by reference and made a part of this agreement. These regulations are available at

http://www.access.gpo.gov/nara/cfr/cfrhtml\_00/Title\_43/43cfr18\_00.html .

#### 5. Covenant Against Contingent Fees

The recipient warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the recipient for the purpose of securing agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

# 6. Contracting with Small and Minority Firms, and Women's Business Enterprises

It is a national policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

a. The grantee and subgrantee shall take all necessary affirmative steps to assure that minority firms, and women's business enterprises are used when possible.

b. Affirmative steps shall include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in b.(1) through (5) above.

#### 7. Notice Regarding Buy American Act

In accordance with the annual Energy and Water Development Appropriations Act, please be advised that it is and has been the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made. This provision shall remain in effect unless revoked by a future specific act of Congress.

#### 8. Resolving Disagreements

When entering into a cooperative agreement with a recipient, Reclamation commits itself to working with the recipient in a harmonious manner to achieve the objectives of the project successfully. When disagreements arise between the parties, they must be resolved according to the procedures discussed below:

a. Reclamation shall attempt first to resolve disagreements with the recipient through informal discussion among the Grants or Contract Specialist, the Program Officer, and the recipient's Project Director.

b. If the disagreement cannot be resolved through informal discussion between these parties, the Grants Specialist and the Program Officer shall document the nature of the disagreement and bring it to the attention of the Grants Officer.

c. After reviewing the facts of the disagreement, as presented by the Grants and Program Offices, the Grants Officer will arrange a formal meeting. If agreement still cannot be reached, the parties will collectively decide on any varied approaches which might be used to resolve the disagreement. The parties shall be responsible for their individual expenses related to any approach utilized to resolve the disagreement. If attempts at resolving the disagreement fail, the Chief, Acquisition and Assistance Management Services, or the Regional Director, whichever is applicable, shall make a decision which shall be final and conclusive.

d. Nothing herein shall be construed to delay or limit Reclamation=s right to take immediate and appropriate action, as set forth at 43 CFR Subpart 12.83 or 12.962, as applicable, in the event of material noncompliance by the recipient, and no attempts at informal resolution shall be necessary.

Any post award issue will be open for resolution in accordance with the above procedures, with the exception of disagreements regarding continuation of the agreement (termination must be in accordance with 43 CFR 12), or other matters specifically addressed by the agreement itself.

#### 9. Lobbying Restrictions

In accordance with the annual Energy and Water Development Appropriations Act, please be advised that it is and has been the sense of Congress that none of the funds appropriated by this Act may be used in any way, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This provision shall remain in effect unless revoked by a future specific act of Congress.

## **10. Electronic Funds Transfer (EFT)**

In accordance with the Debt Collection Improvement Act of 1996, 31 CFR 208, effective January 2, 1999, all Federal payments to recipients must be made by EFT unless a waiver has been granted in accordance with 31 CFR 208.4. Upon award of a financial assistance agreement, Reclamation will provide the recipient with further instructions for implementation of EFT payments or a certification form to request exemption from EFT.

## 11. Endorsement of Commercial Products and Services

In accordance with 43 CFR 12.2(d), this provision applies to grants and cooperative agreements whose principal purpose is a partnership where the recipient contributes resources to promote agency programs, publicize agency activities, assists in fund-raising, or provides assistance to the agency. If the agreement is awarded to a recipient, other than a State government, a local government, or a federally-recognized Indian tribal government, and the agreement authorizes joint dissemination of information and promotion of activities being supported, the following provision shall be made a term and condition of the award:

Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to any subrecipient, except for a subaward to a State government, a local government, or to a federally-recognized Indian tribal government.

## Exhibit B: Project Proposal

Please refer to the attached 15-page document submitted by:

Golden West College

Mobile Water Education Project

## "Water for People" Mobile Education Project

## Southern California WORLD WATER FORUM Innovative Conservation Research and Technology College Grants for Universities and Community Colleges 2007-2009

Sponsored by The Metropolitan Water District of Southern California

## Marius Cucurny / Tom Hersh Golden West College

December 14, 2007

### Southern California WORLD WATER FORUM Innovative Conservation Research and Technology College Grants for Universities and Community Colleges 2007-2009

#### Α.

College	Golden West College
Address	15744 Golden West Street
City, State, Zip Code	Huntington Beach, CA 92647-2748
Website	www.goldenwestcollege.edu
Make Check Payable To:	Golden West College Foundation

#### В.

Applicant	Check One
First Time – Local Project	XX
First Time – Global Project	
Existing Project – Local Focus	· · · · · · · · · · · · · · · · · · ·
Existing Project – Global Focus	

#### C.

Student Project Manager	Zehava Purim-Adimor	
Undergraduate or Graduate	Undergraduate	
Department	Environmental Studies	
School Address	15744 Golden West Street, Huntington Beach, CA 92647	
Telephone	(714) 892-7711 ext. 52180	
Mobile Phone		
Email Address	zehava@cox.net	
Home Address (optional)		

#### D.

Faculty Project Manager	Marius Cucurny/Tom Hersh	
Department	Environmental Studies	
School Address	15744 Golden West Street, Huntington Beach, CA 92647	
Telephone	(714) 892-7711 ext. 52180	
Mobile Phone	(714) 717-6207	
Email Address	mcucurny@gwc.cccd.edu, thersh@gwc.cccd.edu	
Home Address (optional)		

#### E. ORGANIZATIONAL BACKGROUND

Located in the coastal community of Huntington Beach in Southern California, Golden West College (GWC) was founded in 1965 and is part of the California Community College system. On 120 acres of beautifully landscaped grounds, GWC serves over 13,000 students and is considered a medium-size, two-year college.

GWC provides an Associate degree in most subjects, a strong university transfer program, in addition to a wide variety of short-term vocational [Certificate] options--offering over 60 major areas. It provides a safe and secure location, a multicultural environment, an active student body and is proud of its newly developed honors program. The college is highly regarded for academic quality and innovation. In its earliest years, the college was recognized for its pioneering leadership in designing learning-centered programs and services for its student body and continues in that tradition to this day.

The mission of Golden West College is to support students' goals and interests in higher education, develop their employment skills, prepare them to be productive citizens, and respond to community needs by providing a range and variety of educational programs; two year degrees; transfer preparation; career and technical training, and remedial activities. We encourage all members of our learning communities to grow to their maximum potential as they contribute to the well-being of our diverse society.

The Environmental Studies (ES) program at GWC is concerned with the challenging issues that affect environmental quality, including air, water and soil pollution, preservation of biological diversity and ecological and community sustainability. The program introduces a wide range of career and transfer opportunities including environmental law, planning, site analysis, resource conservation, watershed management, renewable energy efficiency, biotechnology, hazards management, geographic information systems management, and ecotourism. Energy and engineering courses offered at Golden West College can lead students to specialization certificates in the fields of solar thermal energy, photo-voltaic, electrical process control, and energy efficiency. Many of the ES courses may also be applied toward an Associate in Arts degree and are transferable to four-year universities. The ES program curriculum is designed with the advice and counseling from an advisory committee whose members volunteer their time to keep the programs current with industry trends and technology advancements.

The GWC Environmental Studies program has been awarded two Federal Department of Education International Student Mobility grants, with institutional and industry participation from Canada, Mexico and the European community. The ES program also successfully organized and hosted two Earth Day Expo events for the City of Huntington Beach involving several hundred organizations and vendors. Over five thousand people participated. The City of Huntington Beach presented an award to the program for its outstanding efforts to preserve, conserve and protect the environment.

US Bureau of Reclamation, Sanitation Districts of LA County, American Society of Civil Engineers, Friends of the UN; Water for People DRAFT Page 2 of 11

#### F. PROJECT DESCRIPTION

#### **Project Title: "Water for People" Mobile Education**

The *Water for People Mobile Education* (WPME) project is based upon the principle of using mobile education as a communicative strategy to reach a target population in urban and/or rural environments anywhere in the world. The project proposes to educate and to empower local communities, and beyond, to act responsibly using best management practices (BMP) as applied to two key water conservation/quality topics -- capturing rain water and storm water infiltration.

Water for People Mobile Education will develop a portable/mobile education prototype to demonstrate the use and implementation of these BMPs, using the local Orange County communities served by Golden West College as a target audience. The presentations will provide simple yet effective ways for students and community members to respond to the need for action regarding water quality and conservation. The portable unit will include off the shelf materials and renewable products, making it easily replicated.

As water management and applied renewable energy go hand in hand in a sustainable community, the WPME prototype will integrate renewable energy technology into the demonstrated BMPs. The *Water for People Mobile Education* project will develop several instructional modules focusing on the project's topics of water infiltration, capturing rainwater, water use and water sanitation locally and in the developing world.

#### **Objectives**

- 1. To build a portable educational unit to demonstrate the use and implementation of BMPs specifically applied to the topics of capturing rainwater and storm water infiltration.
- 2. To develop an outreach campaign to educate students and community members about water quality and conservation issues in the Orange County area.
- 3. To increase understanding and awareness of water use and water sanitation problems locally and in the developing world.
- 4. To demonstrate the benefits of using renewable material for sustainable design and construction.
- 5. To demonstrate the incorporation of renewable energy technology into the BMPs used by the project.

#### Need

Community Colleges need to expand their educational model by reaching out to the community they serve. Often the educational programs offered by the colleges do not have the appropriate facilities to serve the students and the surrounding community. The Environmental Studies program at Golden West College is growing, but as yet has no significant geography on campus. The mobile education unit will allow the ES program to expand by reaching out to the community, by incorporating new modules into its curriculum and by delivering instruction at any site, on or off campus.

US Bureau of Reclamation, Sanitation Districts of LA County, American Society of Civil Engineers, Friends of the UN, Water for People DRAFT Page 3 of 11

The cost of providing a usable water supply is increasing rapidly around the world. Other issues include decaying infrastructures and storm water system pollution. The problems not only contribute to a polluted ecosystem, but a valuable source of water is literally going down the drain.

The Australian company Atlantis, a leader in water management notes that, "Centuries of urbanization and industrialization have put extreme pressure on natural water systems and their related ecosystems. In nature, almost ninety per cent of the earth's surface is pervious, letting rainfall infiltrate where impurities can be remedied and moisture retained to support life. Conversely, in urban areas almost ninety percent of surface area is impermeable and, during rainfall, both air and surface pollutants are trapped and accumulate in water flow. It is imperative to design water management technology that not only meets human needs, such as preventing flooding, but also restoring nature's water purification system and conserving resources for future use."

The Water Environment Research Foundation indicates that storm water regulations have identified public education and participation as key features of holistic storm water programs though this aspect is often overlooked. Typically, storm water education focuses on the impacts of urban runoff and human behaviors that contribute to storm water pollution. Rarely do education efforts describe and showcase storm water best management practices. Facilitating public awareness of the function and benefits of BMPs can increase buy-in and create public demand for these features.

The *Water for People Mobile Education* project will demonstrate to the community the innovative technologies and systems available to capture, purify and reuse all rainwater on site, providing solutions that mimic the water cycle of nature. Also, capturing, filtering, and cleaning storm water where it falls, encourages retention and infiltration as opposed to runoff and drainage. Installation of drainage cells, infiltration tanks, purification units and bioremediation soils can help restore natural water purification processes.

According to Orange County Coastkeeper, many storm water regulations in urban areas encourage the use of infiltration BMPs but they are directed at large scale projects and developers. The residents in the community are not engaged in water conservation and storm water management programs. Most often water conservation, water quality, water supply, and energy objectives can only be achieved by engaging the members of the targeted local community. The WPME project involves students and the community for its development and implementation.

#### **Key Individuals**

<u>Marius Cucurny</u> and <u>Tom Hersh</u> are full time professors at GWC. They will serve as Faculty Project Managers for the project. They have been responsible for the development and restructuring of the Environmental Studies instructional program at the college since joining the faculty there in 2002. Marius Cucurny also teaches for the Spanish Department and Tom Hersh for the Engineering Technology program. Between the two instructors, they have been teaching Environmental/Studies, Renewable Energy Technology, Engineering Technology, and Spanish

US Bureau of Reclamation, Sanitation Districts of LA County, American Society of Civil Engineers, Friends of the UN, Water for People DRAFT Page 4 of 11 courses for the Coast Community College District for over 40 years. They have been awarded and co-directed three FIPSE International Consortium Student Mobility grants with institutional and industry participation from Canada, Mexico and the European community. Marius Cucurny has participated as advisor in translating some of the California State Water Board educational materials from English into Spanish. Tom Hersh has been Master Teacher at the National Renewable Energy Laboratories (NREL) in Golden, Colorado for the past three summer terms. Both instructors have years of collaboration with O.C. Coastkeeper and with the Citizens Water Monitoring Program through the California State Water Board.

<u>Zehava Purim-Adimor</u> is a student currently enrolled at the Environmental Studies program at GWC. She will serve as the student project manager for WPME. She holds a BA in Chemistry and has over six years of experience in field analysis of chemical components, hazardous chemical disposal, site investigation, citizen interaction and project analysis. Monitoring sites inspections as well as nurseries. She has worked for the Southern California Coastal Water Research Program (SCCWRP) as a Research Assistant in Environmental Microbiology. In this position she worked in an epidemiological study of swimming related illness at Doheny State Beach in Dana Point and in Catalina Island. She joined O.C. Coastkeeper in May, 2004, as Field Supervisor of the "Coastal Watershed Citizen Volunteering Monitoring" Project. Her duties include:

- Water quality monitoring procedures including sample processing, chemicals analysis, site inspections, analysis of physical properties, and microbiology.
- Biological assessment including the collection and identification of macro invertebrates utilizing California Fish and Game Streamside Biosurvey.
- Management of project chemicals including proper storage, handling and disposal, logging chemical usages, interacting with vendors, trouble shooting, arranging hazardous chemical transfer and upkeep of Material Safety Data Sheets.
- Implement quality control measures related to field analysis, laboratory standards, data entry and data analysis. These measures included calibration sessions, duplicates, arranging certified laboratory testing, and verification of stored data.
- Produce project reports which included compiling and analyzing monitoring results, site descriptions, verification of quality control testing, and analysis of performance measures.
- Maintenance and calibration of project equipment and supplies including Hach Colorimeter, Oakton submersible probes, Idexx Quatitrays products, and various incubators.

Zehava has been instrumental as a liaison in the ES student internship program collaboration between GWC and O.C. Coastkeeper during the past four years. International students from Golden West College's partner institutions in the Three Dimensional Environmental Education (3DEE) Consortium funded by the Fund for Improvement in Postsecondary Education (FIPSE) Department of Education, have also interned at O.C. Coastkeeper under Zehava's supervision.

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#### **Project Participants/Cooperating Agencies**

Ray Hiemstra

Orange County Coastkeeper 3151 Airway Ave. Suite F-110 Costa Mesa, CA 92626 www.coastkeeper.org

Ray Hiemstra is the Associate Director-Programs at O. C. Coastkeeper and will provide technical advice on BMPs details for the project. Ray Hiemstra has been an active member of the GWC Environmental Studies Program advisory committee since the restructuring of the program took place in 2002. Mr. Hiemstra has years of experience managing large projects involving public outreach and participation along with research projects. Public outreach projects have included two large scale monitoring projects over five years utilizing citizen volunteers to collect water quality data at 42 sites across three counties along with many smaller projects and events as part of O..C. Coastkeeper's mission. He is currently managing two research projects documenting water and sediment contamination in Newport Bay. This combination of extensive public outreach experience along with research capabilities fits well with the scope of the proposed project.

#### Tony Pham

Creasian Overseas Trade, Inc 5061 Warner Ave., Suite B Huntington Beach, CA 92649 www.bamboocreasian.com

Tony Pham is the president of Creasian Overseas Trade, Inc. He will be a consultant in the design and construction of the portable educational structure for the PWME project. Mr. Pham grew up in a family of craftsmen in North Vietnam, where in many poverty-stricken villages like in many other parts of the world, bamboo is often considered a roof. He discovered a market niche for the grass material that he imports from his native village in Vietnam, where his factory has provided jobs for more than 80 people. For Tony Pham, a resident of Little Saigon of Westminster, bamboo "relates to my life".

Additionally, the Municipal Water District of Orange County and the Orange County Water District support the project and may assist in its implementation.

<u>Greg Woodside</u> /Orange County Water District Planning and Watershed Management Director 10500 Ellis Ave. Fountain Valley, CA 92708 (714)378-3200 phone (714)378-3373 fax gwoodside@ocwd.com

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#### **Project Schedule**

The project will begin in August 2008. The Table below outlines the project timeline, deliverables and measurable outcomes.

Task	Description	Deliverable	Date
	Project start date	One signed contract	5/08
1	Design prototype structure	One prototype structure designed	6/08
2	Build prototype structure	One prototype structure built	7/08
3	BMP identification Design educational campaign	List of BMPs to be demonstrated identified Educational campaign designed	8/08-9/08
4	BMP installation and documentation RET installation	BMP installed and documented RET Installed and documented	10/08
5	Develop educational campaign materials in English, Spanish and Vietnamese	Educational campaign materials designed	10/08
6	Implement the educational campaign Implement the instructional modules	Educational campaign implemented a minimum of four times at weekly GWC Swap Meet and/or other community events.	11/08-2/09
		Other organizations will have access to the mobile unit for local water related events. Instructional modules implemented in a minimum of two course offerings in GWC	
7	Project end	Final Report	3/09

The design and building of the educational unit prototype structure will be accomplished as a collaboration between the WPME project team and Tony Pham of Creasian Overseas Trade, Inc. Bamboo will be used for the construction of the mobile unit to demonstrate the benefits of its simplicity, structural properties, cost, and sustainability as a building material.

The WPME project team and Ray Hiemstra, who has served as project manager in several watershed management programs conducted in the Southern California area, will collaborate to identify BMPs and to design the educational campaign. Equipment and materials for the BMPs selected, will be purchased and installed by the WPME project team. The GWC ES program will contribute some of the renewable energy technology components to be incorporated in the unit.

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The WPME project team will develop the educational campaign materials in English, Spanish and Vietnamese. The materials will be printed for distribution.

The project team will develop the related instructional modules. The modules will be produced and presented in GWC classroom/courses.

The educational campaign will be implemented by the WPME team at the Golden West College Aquatic Lab and Swap Meet Community events. The weekly GWC Meet on Saturdays and Sundays attracts approximately 10,000 people each day. Members of the WPME project will be available for demonstrations, to answer questions and to distribute information materials. Additionally, the mobile unit can be shared with local organizations that express interest in demonstrating it at other water conservation/quality events in the community.

#### Benefits

Some of the benefits to regional water supply include:

- Water conservation, reducing the cost of alternative water supplies and management programs
- Flood mitigation, erosion and sedimentation control
- Potable water supply and safe aquifer recharge

Golden West College will benefit by:

- Expanding and incorporating its educational mission at one of the largest Community College's Swap Meets in the area
- Attracting potential students to the ES program
- Expanding and enhancing of the ES curriculum with instructional equipment and teaching modules
- Enhancing the college's existing collaboration and partnership with local businesses, industry, and the community.

The overall impact and final results of the educational campaign will be reported at the end of the project, indicating the benefit to be replicated and/or expanded.

## G. PROJECT MANAGEMENT TEAM

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	NAME	TITLE .	ADDRESS	PHONE & EMAIL
1	Marius Cucurny	Project Co-Manager	15744 Golden West Street, Huntington Beach, CA 92647	mcucurny@gwc.cccd.edu
2	Tom Hersh	Project Co-Manager	SAME	thersh@gwc.cccd.edu
3	Zehava Purim- Adimor	Student Project Manager	SAME	zehava@cox.net
4	Whitney Allen	Student Assistant	SAME	whitneyrallen@yahoo.co
5	Eddie Garcia	Student Assistant	SAME	garciajakaeddie@bcglobal.net

#### H.1. BUDGET

DESCRIPTION	AMOUNT	NOTES
GRANT FUNDS REQUESTED FROM MWD	\$10,000	
ADDITIONAL SOURCE OF FUNDS	N/A	DATE ISSUED (if applicable):
ADDITIONAL SOURCE OF FUNDS	N/A	DATE ISSUED (if applicable):
PROJECT TOTAL	\$10,000	
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H.2.

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LINEJTEM	AMOUNT	DESCRIPTION
STIPENDS	N/A	
LAB FEES	N/A	
OFFICE SUPPLIES	N/A	EE
CONSULTANT	N/A	   
OVERHEAD FEE	N/A	
CONFERENCE REGISTRATION	N/A	
EQUIPMENT	\$9,500	Protoytpe structure, rainwater and storm water equipment for demonstration BMP's
OTHER (Define)	\$500	Production and printing materials for educational campaign
TOTAL	\$10,000	

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## Matching Funds:

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Grants	N/A	
In-Kind Contributions	Industry Advisors (20 hours)	\$1,600
In-Kind Contributions	ES Program RET Equipment	\$1,500
Volunteer Time – Faculty	80 hours	\$3,200
Volunteer Time – Student/Community	200 hours	\$2,400
Donated Equipment	N/A	
TOTAL		\$8,700

#### I. SIGNATURE BLOCK

	NAME	SIGNATURE	DATE
Faculty Project Manager (s)	Marius Cucurny	11.27	12/13/07
ivianagei (s)	Tom Hersh	a.II	
		SAN	12/13/07
Student Project	Zehava Purim-Adimor		
Manager		2-38 123	18-12-07
Member	Greg Woodside		
Agency Representatives	Darcy Burke	See Support Letter	12/13/07
		<i>V I</i>	

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Directors CLAUDIA ALVAREZ PHILIP L. ANTHONY WES BANNISTER KATHRYN L. BARR DENIS R. BILODEAU JAN DEBAY SHAWN NELSON IRV PICKLER STEPHEN R. SHELDON ROGER C. YOH



Officers

STEPHEN R. SHELDON President

WES BANNISTER First Vice President

DENIS R. BILODEAU Second Vice President

ORANGE COUNTY WATER DISTRICT Orange County's Groundwater Authority

MICHAEL R. MARKUS, P.E. General Manager

December 11, 2007

Mr. Marius Cucurny Arts and Letters Golden West College 15744 Golden West Street Huntington Beach, CA 92647

# Subject: Support for Grant Proposal to Metropolitan Water District of Southern California

The Orange County Water District (OCWD) is pleased to support your proposal to the Southern California World Water Forum sponsored by the Metropolitan Water District of Southern California.

As you indicated, your proposal for Water for People on Wheels (WPW) will educate and empower people in the use and implementation of simple and effective Best Management Practices (BMP) for capturing rain water and stormwater infiltration. WPW will focus in the Orange County communities served by Golden West College. The project is based on the principles of mobile education as a communicative strategy to reach a target population in urban and/or rural environments anywhere in the world. WPW will develop a portable educational prototype to demonstrate the use and implementation of BMPs rain water capturing and stormwater infiltration. The portable educational unit will include off the shelf materials and products, making it easily replicated in other locales. The amount of money to be requested from Metropolitan through the grant proposal is \$10,000.

Please contact Greg Woodside at (714) 378-3275 or <u>gwoodside@ocwd.com</u> if you need further information.

Sincerely,

Michael R. Markus, P.E. General Manager

P.O. Box 8300, Fountain Valley, CA 92728-8300 + 18700 Ward Street, Fountain Valley, CA 92708





3151 Airway Avenue, Suite F-110 Costa Mesa, CA 92626 Phone 714-850-1965 Fax 714-850-1592 Website www.Coastkeeper.org

12/12/07

Dear Sirs,

I am writing this letter in support of GoldenWest Colleges' Water for People Mobile Education Project. Orange County Coastkeeper has worked with Golden West College for many years as part of our water quality program, and they have an excellent record of reaching out to their students and the community. O.C.Coastkeeper has focused a major part of our efforts into the implementation of capture and infiltration Best Management Practices (BMP's) on residential property. It is our opinion that convincing residential property owners to install appropriate BMP's will make a major difference in water use and vastly reduce the flow of urban runoff that carries the majority of pollutants to our local streams and ocean.

The GoldenWest College proposal to develop a portable prototype home that will demonstrate a variety of BMP's will provide both the students and local homeowners with a valuable resource that will allow them to visualize how new technologies to capture and infiltrate dray weather and stormwater runoff can save them money while conserving water and reducing pollution. Every weekend thousands of people come to GoldenWest College for a large regional swap meet. By displaying this prototype to the public attending the swap meet a much larger audience can be reached than by using traditional education methods. Also this prototype will be a valuable resource for O.C.Coastkeepers' educational outreach to promote BMP implementation county wide. We look forward to the creation of the proposed prototype and working together with GoldenWest College to encourage residents to make the proper improvements to their property to conserve water and reduce water pollution.

Sincerely,

Raymond Hiemstra Associate Director-Programs Orange County Coastkeeper

## Exhibit C: Insurance

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Insurance document shall be provided by GOLDEN WEST.

Golden West College

Agreement No. 99477

## Attachment 1: Progress and Expenditure Report

All reports (not to exceed 10 pages) must be submitted in a narrative format:

- One original
- Four copies
- One CD-Rom (no flash drives)

Use this template as a guideline only – do not submit any reports on this form. The due dates are

as follows:

#### - MIDTERM REPORT - November 21, 2008

#### - FINAL REPORT - March 30, 2009

1.	Cover Page	<ul> <li>1 PAGE         <ul> <li>College; Project Title; Reporting Period; Faculty Liaison; Student</li> <li>Project Manager</li> </ul> </li> </ul>
2.	Progress Report	<ul> <li>1 - 3 PAGES <ul> <li>Project Description (1 paragraph)</li> <li>Achievements / Milestones</li> <li>Location of research (Lab, Watershed etc.)</li> <li>Challenges &amp; Resolution of Challenges</li> <li>Describe interviews or meetings with resource experts, member agency representatives or partner colleges (if any)</li> </ul> </li> </ul>
3.	Photo Journal	<ul> <li>1 – 3 PAGES</li> <li>- Include photos, charts or graphics (not to exceed 3 pages)</li> </ul>
4.	Technical Assistance	<ol> <li>PAGE (if applicable)</li> <li>Describe technical assistance needed by MWD or Member Agency</li> </ol>
5.	Possible Media Opportunities	<ol> <li>PAGE (if applicable)         <ul> <li>Our media team is interested in unique anecdotes and human-interest stories. Be sure to include prospective dates, times and locations of the event (Note: There is no guarantee that the media will be available)</li> </ul> </li> </ol>
6.	Total Expenditures to Date	<ul> <li>1 – 2 PAGES         <ul> <li>Include spreadsheet and narrative description outlining expenses, including but not limited to: Stipends, Materials, Supplies, Equipment; Mileage, Parking and Conference / Workshop Registration</li> </ul> </li> </ul>

#### Attachment 2: Metropolitan Timeline of Proposed Media Events

**Note:** The times, dates and events are subject to change, based upon availability of colleges, dignitaries and Metropolitan personnel. All colleges will receive a minimum of ten days advance notice for all events.

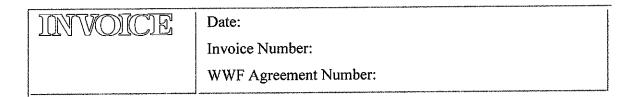
DATE	DESCRIPTION	MEDIA INVOLVEMENT
Summer 2008	Meeting with colleges to discuss contracts and provide technical assistance. As needed, colleges may send delegates representing: - Faculty Liaison - Student Agreement Administrator - Grants Administrator	Metropolitan Staff and Member Agencies
Fall 2008 / Winter 2009	Campus Site Visit or Metropolitan Meeting with Honorary Chair	Invite local media
Spring 2009	Metropolitan EXPO and / or Awards Ceremony featuring College Projects (April 2009)	Invite local media

#### <u>Notes:</u>

- 1. Where possible, Metropolitan requests that all colleges maintain a photograph and / or video journal of the project. This will be helpful for our in-house publications and general media requests for photos or stock video footage.
- In effort to assist colleges with regional and global validity of their research, schools <u>may</u> be partnered with colleges in other countries. The global partnerships may occur pending:
  - Availability of international college teams and / or
  - Access to expertise as it pertains to the research topic of the local colleges

#### Attachment 3: Invoice Procedures for College

This is a guideline only -- all invoices must be submitted on official college letterhead. Be sure to include the word "invoice" and similar terminology as outlined below. The first invoice, due upon contract execution, shall be for \$9,000.00 (not to exceed 90% of the grant award). The final invoice, due upon project completion and submission of the Final Report shall be for \$1,000.00 (not to exceed 10% of the grant).



To: The Metropolitan Water District	Ship To: Faculty Name
Accounts Payable Section	College
P.O. Box 54153	Address
Los Angeles, California 90054-0153	City, State Zip Code

DESCRIPTION	AMOUNT
	•
SUBTOTAL	
TOTAL DUE	

#### Attachment 4: CD-ROM of Funding Partner Logos

Where possible, please include the logos of MWD, USBR and LACSD in all marketing and outreach materials. If space is limited, the **priority** is as outlined below.

- The Metropolitan Water District of Southern California
- United States Bureau of Reclamation
- Los Angeles County Sanitation Districts
- World Water Forum Logo
- American Society of Civil Engineers
- Friends of the United Nations
- Water for People

Note: Please refer to the attached clear envelope containing one CD-ROM.



# TRANSFER CENTER PLAN (2008-09)

Jerry B. Castillo/Transfer Center Director/Articulation Officer/Counselor Thao Tran/Transfer Center Coordinator



15744 Golden West Street Huntington Beach, CA 92647 (714) 895-8794



OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON(S)</b>	TIME FRAME
Provide potential transfer students	Counselor Appointments:	Counselor	Fall and Spring
with appropriate academic	Counselor is available to counsel students in the		· · ·
planning.	Transfer Center. Mainly for certification		
	evaluations for students referred by Counselors.		
	Counselor is available to counsel Spanish		
	Speaking students. Mainly for ESL students.		
	(this is a new assignment added to Counseling		
	responsibilities)		
	Counselor Walk-in & Drop-in:		
	Provide Counseling at Transfer Center and		
	Counseling Center. (this is a new assignment		
	added to Counseling responsibilities)		
	Provide college group orientations		
	(Matriculation): (this is a new assignment added		
	to Counseling responsibilities)		
	Transfer guidance provided on-line:		
	Refer students to e-Counseling		
	Transfer Center Walk-in Information:	Transfer Coordinator	On-going
	Transfer Center staff are available to provide	Transfer Counselor Aide	
	transfer information to students, including		
	college catalogs, GWC transfer option plans,		
	brochures and handouts provided by the		
	receiving institutions.		
	Transfer Applications:		During
	Assist students with filling out the CSU and UC		Application
	applications hardcopy and on-line.	· · · · · · · · · · · · · · · · · · ·	Periods
	University Representative Appointments:	University Representatives	Fall and Spring
	Individual appointments are available for	Transfer Coordinator	
	students to meet with representatives from the	Transfer Counselor Aide	
	CSU, UC, and Private Institutions before		
	transferring.		

## GOAL I (cont.): Increase the number of Golden West College Students eligible for admission to four-year university (transfer-ready).

:



GOAL II: Improve the identification, retention, and preparation for potential transfer students.

OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON (S)</b>	TIME FRAME
Provide a resource library of college and university catalogs.	In-state/out-of-state college & university catalogs library. On-line College Sources (over 4000 college catalogs online). Participate in Region 8 college catalog exchange	Transfer Coordinator Transfer Counselor Aide	On-going
Have available in the Transfer Center transfer related information (publications/materials) used by students and counselors.	University general education requirements, articulation and transfer agreements on file: (CSU GE-Breath, IGETC and Major Sheets: Over 50 transfer-by-majors are articulated with the CSU, UC, and Private Institutions).	Transfer Coordinator Transfer Counselor Aide	On-going
Provide the necessary resources to equip students, faculty, and staff with current information necessary for the transfer transition.	Selection of reference books and materials: (e.g., Medical Schools, Law Schools, Studying Abroad, Scholarships, etc.,) CSU/UC Application & Testing information: (e.g., CBEST, SAT, ACT, MCAT, PCAT, LSAT, etc.,) Provide scholarship & grant information. Update CSU, UC and Independent University Binders		
Improve and strengthen the communication channels with potential transfer students.	in the Walk-in Station Through mass mailings we provide the majority of the students, staff, and faculty with a variety of transfer related information/events. (Letters/flyers/postcards/ Newsletters) Transfer Center Webpage: Student Information Request Form		
Transfer Admission Programs	Coordinate services (i.e., program information, representative appointments or contact information) with UC campuses which we have transfer agreements (TAG) with. Counselor to be liaison for UCSC, UCD.	Counselor Transfer Coordinator Transfer Counselor Aide	

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## GOAL II: Improve the identification, retention, and preparation for potential transfer students.

OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON (S)</b>	TIME FRAME
Lower Division Transfer Patterns (LDTP) Program	Provide information to students, staff, and faculty when it becomes available. Courses are still being articulated.	Transfer Coordinator Transfer Counselor Aide	



GOAL III: Student preparation and outreach – this deals with the college's relationship with it's feeder schools.

OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON(S)</b>	TIME FRAME
Provide community college transfer	High School Preview Day:	Outreach Program Staff	Spring
information to high school students.	Provide high schools with appropriate	Transfer Center Staff	
	publications describing the Transfer Center	Counselor/Director	
	services.		
	Provide community college transfer information		Spring
	to high school students.		
	Chicano Latino College Conference:	Counselor	Spring
	Assist with the development of the conference		-FQ
	program, including workshops aimed at		
	recruitment and retention of potential		
	underrepresented high school students to the		
	college.		
	Counselors' Breakfast. High school counselors from	1	Dec
	feeder schools participate.		



GOAL IV: Develop and adopt transfer publications.

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OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON(S)</b>	TIME FRAME
To inform students, staff, and faculty of updated transfer information and services provided on a continuous basis. To inform students, staff, and faculty of updated transfer information and services provided	<ul> <li>Transfer Center Brochure/Newsletter</li> <li>Developed and utilized by students, staff, and faculty during orientations and classroom presentations.</li> <li>Transfer Center Events Calendar:</li> <li>Monthly calendar of the Transfer Center</li> </ul>	Transfer Coordinator Transfer Counselor Aide Web-site Designer Transfer Director Transfer Coordinator Transfer Counselor Aide	Fall/Spring Fall/Spring Fall
on a continuous basis.	activities. (Distributed to GWC faculty) Transfer Center Web-site: Web-site is updated on a semester basis. Future development will link students to other transfer related sites.	Transfer Coordinator Transfer Counselor Aide Web-site Designer Transfer Director	Fall/Sp
	Transfer Center Planning Guide: To assist students with transfer information. Hardcopy and online version posted on the GWC Transfer Center web-site and GWC home page. Transfer information to be updated by Transfer Center Director/Articulation Officer in conjunction with the graphic and web-site designers. (this is a new assignment added to TCD responsibilities)	Transfer Director/Articulation Officer Transfer Coordinator Web-site Designer Graphic Designer	Fall/Sp
	College Catalog: Update information in sections of catalog pertaining to Transfer and Articulation. Including CSU/GE, IGETC, AP and transfer information.	Transfer Center Director/Articulation Officer	Sp



OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON(S)</b>	TIME FRAME
To consult with CCI and faculty on	Project Assist:	Transfer Director	On-going
issues related to articulation of	Train CCI faculty on the function of ASSIST		
courses	related to articulation and course approval-		
	Promote the use of ASSIST in college materials		
	and presentations.		
To increase Transfer staff and	Encourage attendance at AICCU, Ensuring Transfer	Counselor/Articulation Officer	Fall and Spring
counselors involvement in getting	Success, CSU and UC Counselor Conferences and any	Transfer Coordinator	
updated transfer information.	other transfer related conferences:	Transfer Counselor Aide	
	Counselors and Transfer Center staff participate		
	in these conferences to gain more knowledge of		
	transfer information.		
	Attend and present updates at the counseling meetings.	Transfer Director/Articulation	
		Officer	
To update counselors, staff, and		Transfer Coordinator	On-going
faculty on current transfer		Transfer Counselor Aide	
information	status of application, and other pertinent information.		1
	Weekly campus e-mail to faculty and staff on Transfer		
	Events.	]	

## GOAL V: Enhance Faculty and Staff of Transfer Awareness.

Goal VI: Increase on-campus and off-campus networking.

OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON(S)</b>	TIME FRAME
Collaborate with community	CIAC Meeting:	Transfer Director/Articulation	Fall/Spring
college and university staff	Member of the California Intersegmental	Officer	
(particularly staff and faculty) in	Articulation Council (CIAC), a state-wide		
activities that strengthen transfer	networking organization of Articulation		
curriculum and course articulation.	Officers who gather to share and obtain updated		
	articulation information.		



## Goal VI: Increase on-campus and off-campus networking.

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OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON(S)</b>	TIME FRAME
Collaborate with community college and university staff (particularly staff and faculty) in activities that strengthen transfer	SCIAC Meeting: Member of the Southern California Intersegmental Articulation Council. (pay yearly dues)	Transfer Director/Articulation Officer	Fall/Spring
curriculum and course articulation.	Consult with representatives in Student Outreach, Counseling, and Articulation Officers from the local universities.		
	SCHEC Meeting: Participate in SCHEC (South Coast Higher Educational Council) made up of articulation officers, transfer center directors and representatives from four-year local universities and community colleges in the Region VIII. (pay yearly dues) Region VIII Meeting: Meet with the Region VIII community college Transfer Center Coordinators or Directors and		
	Articulation Officers. Transfer Center Directors Association: (pay yearly dues)		
Develop closer networking with special needs programs, e.g. underrepresented and non- traditional students.	Puente Project: Work closely with Puente Counselor to assist underrepresented students and inform them of the transfer process. Encourage Puente students to utilize transfer center services.	Transfer Director/Articulation Officer Transfer Coordinator	On-going
	Intercultural Center: Work closely with the staff at the center to promote visibility of transfer services.	Transfer Director Transfer Coordinator Transfer Counselor Aide	



Goal VI (cont.): Increase on-campus and off-campus networking.

OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON(S)</b>	TIME FRAME
Develop closer networking with	Disabled Student Services, EOPS and Re-Entry	Transfer Director	On-going
special needs programs, e.g.	Program/Cal WORKS:	Transfer Coordinator	
underrepresented and non-	Develop closer working relations with these	Transfer Counselor Aide	
traditional students.	programs to encourage collaboration of		
	services. Also to promote the use of the		
	Transfer Center by students from those		
	programs.		
	Honors Program:		
	Work closely with the Honors Program		
	students, faculty and Honors Counselor, to		
	promote use of transfer center services.		
	Career Center:	1	
	Work closely with the Career Center staff to		
	promote the services provided.		

## GOAL VII: Student Tracking, Data Collection, Evaluation and Research

OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON(S)</b>	TIME FRAME
Identify and track students from	The electronic database is available in the Transfer	Campus Researcher	Fall and Spring
Golden West College to the four-	Center to identify in coming transfer students, facilitate	Transfer Center Coordinator	
year universities.	contacts, track and report progress toward transfer,		
	referral/participation in services, and outcomes.		
	A data collection form has been developed to track	Transfer Center Coordinator	
	CSU/UC application given to students.	Transfer Counselor Aide	



## GOAL VII (cont.): Student Tracking, Data Collection, Evaluation and Research

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OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON(S)</b>	TIME FRAME
Monitor effectiveness of services provided by the Transfer Center	<ul> <li>Transfer Center Plan</li> <li>Provide yearly to Coast Community College</li> <li>Board of Trustees Transfer Center goals and objectives.</li> <li>End-of-the-year Report to VP of Student Services</li> <li>Provide a summary report of the goals and objective completed – relative to the Transfer</li> <li>Center Plan. Develop &amp; collect data for SLO.</li> </ul>	Transfer Center Director Transfer Center Coordinator	September
	California Community Colleges Chancellor's Office Articulation Grant Funding Allocation & Certification Form: Provide a summary report of how funds were spent relative to articulation goals	District Budget Office (Raine Hambly) Transfer Center Coordinator	September
	Program Review	Transfer Center Director Transfer Center Coordinator	October
	California Community Colleges Chancellor's Office Transfer Center Report and Supplemental Information (Articulation Addendums)	Transfer Center Coordinator Transfer Center Director/Articulation Officer	September to October
	Transfer Center Budget	Transfer Center Coordinator	On-going

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### **GOAL VIII: Articulation**

OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON(S)</b>	TIME FRAME
Review current articulation agreements with all UC and CSU schools.	Check articulation on ASSIST. Respond to articulation requests by the universities. Initiate articulation agreements with the universities for major prep.	Articulation Officer	Fall/Spring
Review new data being inputted into the ASSIST database. Respond to any inaccuracies in the system.	Review reports (new courses and corrections) submitted to ASSIST Maintenance by the Transfer Center staff.	Articulation Officer Transfer Coordinator Transfer Counselor Aide	Fall/Spring/ summer
Review current articulation agreements with Independent universities.	Check hard copies in binder. Respond to articulation requests by private universities.	Articulation Officer	Fall/Spring
Review and update lower division major preparation requirements for principle transfer schools.	Check new catalogs of transfer schools and ASSIST.	Articulation Officer	Ongoing
Inform counseling staff of preparation for major changes.	Update GWC major preparation Advisement Sheets	Articulation Officer	Ongoing. New articulation begins in Summer
Make changes to articulation materials	Update Articulation, Advisement Sheets, Transfer Planning Guide on overload hrs per funding from the Chancellor's Articulation Grant	Articulation Officer	Summer, Winter



## GOAL VIII (cont.): Articulation

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OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON(S)</b>	TIME FRAME
Assist GWC faculty in establishing new articulation.	Maintain dialogue with faculty and be available as resource.	Articulation Officer	Ongoing
	Serve as regular member of Curriculum Committee (CCI).	Articulation Officer	Meetings 2 x Monthly
	CCI responsibilities: Review course outlines and provide feedback to instructors. Research information pertaining to course outlines.	Articulation Officer	Fall/Sp
	Provide consultation & training to CCI members regarding placement of new courses in the UC TCA, CSU GE, IGETC and LDTP transfer patterns.	Articulation Officer	Fall/Sp
	Participate in Tech Review Meetings. (this is a new assignment added to AO responsibilities)	Articulation Officer	Meetings 2 x Monthly
Assist GWC Admissions & Records with Certification	Assist Admissions & Records Graduation Evaluator with CSU/IGETC certification.	Articulation Officer	Fall/Sp
Maintain positive relations with articulation personnel of transfer institutions.	Participate actively in Regional and Intersegmental Articulation Officer meetings.	Articulation Officer	Fall/Sp
Expand articulation with transfer	Respond to GWC faculty requests for new articulation.	Articulation Officer	Fall/Sp
institutions.	Respond to new articulation requests from universities.	Articulation Officer	
	Meet and communicate with Articulation Officers regarding new articulation agreements.	Articulation Officer	
	Update yearly the "Summary of Curricular Changes". Distribute to the CIAC network of Community Colleges, CSU and UC. Also distributed to GWC faculty	Articulation Officer	





OBJECTIVE	ACTVITIES/PROCEDURES	<b>RESPONSIBLE PERSON(S)</b>	TIME FRAME
Maintain accurate CSU/UC general education agreements.	Update CSU GE and IGETC certification forms annually	Articulation Officer	Fall
Monitor accuracy of transfer	Update/correct Counseling AA Degree check lists		Fall and Spring
information in GWC publications.	Update College Catalog, particularly in the areas related to transfer and articulation.		
Facilitate dissemination of accurate transfer information by GWC counseling staff.	Serve as referral source to counselors for students with unusual transfer situations, such as out-of-state articulation/certification questions.		
CAN	Monitor and update annually (currently on-hold)		
CSU Lower Division Transfer Patterns (LDTP) in ASSIST	Monitor the progress of the articulation project for CSU Lower Division Transfer Patterns (LDTP). Inform faculty and students of new requirements. Continue articulation of courses for TCSU through OSCAR.		On-going
Increase articulation for courses accepted as UC transferable courses (TCA)	Submit courses for Review by the UC Office of the President through OSCAR.	Articulation Officer	September
Increase articulation for IGETC courses	Submit courses for review by the CSU Chancellor's Office and UC Office of the President through OSCAR.		Fall
Increase articulation for courses accepted in CSU GE	Submit courses for review by the CSU Chancellor's Office through OSCAR.		
Provide articulation updates to staff and faculty	Distribute "Articulation Update" to faculty, staff and Instructional Office (to distribute to academic units). Updates on various types of articulation including TCA, IGETC, CSU/GE, LDTP and major prep.		Fall/Spring

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#### AMENDMENT NO. [1] TO ORANGE COAST COLLEGE AGREEMENT

THIS AMENDMENT NO. [1] to the **ORANGE COAST COLLEGE** Agreement (hereinafter referred to as this "Amendment") is entered into by and between Presbyterian Intercommunity Hospital, Inc., a California nonprofit public benefit corporation (hereinafter referred to as "Hospital") and Coast Community College District, a public educational form agency (hereinafter referred to as "District") District operates ORANGE COAST COLLEGE (hereinafter referred to as "College").

#### RECITALS

**ORANGE COAST COLLEGE** Agreement dated **March 2, 2008** (hereinafter referred to as the "Agreement"), whereby College agreed to provide **Allied Health Professions Students**.

WHEREAS, Hospital and College desire to amend the Agreement to set forth additional contractual terms and conditions;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is understood and agreed that the Agreement is hereby amended as follows:

#### AMENDMENT

- Term and Termination. This Agreement shall be effective March 2, 2008 through March 1, 2010. Either party may cancel this Agreement without cause or penalty, upon written notice, provided the notice to terminate is mailed to the other party by certified or registered mail not less than thirty (30) days in advance of termination.
- 2. Qualifications.
  - 2.1. CPR requirements are for American Heart Association (Health Care provider) only.
  - 2.2. Drug Screening requires a panel that includes:
    - 2.2.1. Amphetamines
    - 2.2.2. Barbiturates
    - 2.2.3. Benzodiazepines
    - 2.2.4. Cocaine
    - 2.2.5. Marijuana Metab
    - 2.2.6. Methadone
    - 2.2.7. Opiates
    - 2.2.8. PCP
    - 2.2.9. Propoxyphene
  - 2.3. Background check to include:
    - 2.3.1. Office of Inspector General (OIG)
    - 2.3.2. Criminal
    - 2.3.3. Social Security

- 3. This Amendment shall apply and have full force and effect as of **November 1, 2008**, notwithstanding any of the provisions of the Agreement or Amendments to the contrary.
- 4. The Agreement, except as modified and amended pursuant hereto, shall remain in full force and effect.

[Signatures on next page]:

February 2008

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#### Executed on the 1st day of November, 2008 at Whittier, California.

PRESBYTERIAN INTERCOMMUNITY HOSPITAL, INC. "Hospital" A California Nonprofit Public Benefit Corp.

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ORANGE COAST COLLEGE "College"

By: \_\_\_\_\_\_ James R. West President and Chief Executive Officer

Date: \_\_\_\_\_

By: Kevin Ballinge

Dean Consumer & Health Sciences

Date: 10/10

By:

Richard Pagel, Vice President Administrative Services

Date: \_\_\_\_\_

Coast Community College District

By:\_\_\_\_\_

C. M. Brahmbhatt, Vice Chancellor Administrative Services

Date:\_\_\_\_\_

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Microsoft Volume Licensing

# Campus and School Agreement

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

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

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

# Terms and Conditions

#### 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 <u>http://microsoft.com/licensing/contracts</u> 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 <u>http://microsoft.com/licensing/contracts</u> 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);

at user identified educational а qualified that is entity means the "Institution" 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 <u>http://microsoft.com/licensing/contracts</u> 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

"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

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-

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

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,

It Institution encodes the one vehicle encodence and the submits about the anexten tien on on predict excitation of the Subscription. Millionsoft will not increase the file once process (or an annual excitation of the resultation of the subscription encodes) in the second encodes (or an annual excitation of the resultation of the resu

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.

## 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 <u>http://microsoft.com/licensing/contracts</u>. 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.

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

### (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 rig! Or the version licensed apply If the or lier version includes e earlier version apply to Institution's use of them. apply

# (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

prosoft makes available after the Enrollment or GXL. STELL.

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

- phts for different language version. If Institution is using any different language **b.** \_\_\_\_\_\_ 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
- c. Fixes. Use of any Fixes is befined by the Product use rights for the affected Products or, if the Fix is not provided a specific Products, any other use terms Microsoft provides. All

#### 6, How arder Products.

Initia or Products must be submitted within 30 days of the effective date Institution can add new Products not previously ordered in-in-copies of Product or evices is ordered by reporting the inclusion the Eproliment ditiona on nummore a. Pr

the initial order. Orders must be submitted for Produc active date of the Enrollment. within 30 days of the

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 ne eviously or reaction to submitte an Products that were not part of the initial arc and and an arc and copies are first run. The Licensed Period for additional orders will be the same as the

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 <u>https://licensing.microsoft.com</u> 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 upsize 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. It institution uses third patters in make copies institution is responsible for them. Institution can make a social dumber of complimentary copies for evaluation. Incertain circumstances: Institution has responsible for the source of source institution has responsible for them.

- 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
- (iii) The Product type (e.g. upgrade or full License) must be identical to the Product type from

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

#### 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 eeby volume licensing media acquired from a approved miniment source for distribution to facelity and staff users only

- 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 Microsoftapproved 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
- 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 <u>http://www.microsoft.com/education/StudentMedia.mspx</u>); 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(s)") solely for the purpose of fulfilling orders placed under the Enrollment. Institution's designated reseller may purchase from the Microsoft Authorized Replicators media only for those Products available under the Enrollment.

### 10. Redistribution of software updates to students.

Institution has limited paints to distribute software updates for its studients. If it does so, it must use one of the distribution methods and comply, with the limitations described below, institution has obligations with regarding the distributes of the distributes of the distribution methods and comply, with the limitations described below, institution has obligations with regarding the distributes of the

- 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.

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.

- Limitation of liability. With respect to Institution's redistribution of the software updates, the f. 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
- 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

#### 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 pot 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 of services that feedback of products of products of services that feedback of products of services that feedback of products of services that feedback of products of products of services that feedback of products of services that feedback of products of

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

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

- 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
- 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
- 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

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 core ments says in place until terminated. The term of each Enrollment is stated in the Enrollment Buker control and error the intermediated the term of each Enrollment is stated in the Estonneaus to support of the intermediate intermediated which will not affect any existing holders in the enror of the allowed and the intermediated weither path breaches the agreement and does

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. Enrollment(s) will be for the Licensed Period as specified in such Enrollment(s). The terms of any **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 <a href="http://microsoft.com/licensing/contracts">http://microsoft.com/licensing/contracts</a>. 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.

DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, C. 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

# 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 (it something Institution has done has caused the claim and Microsoft is If Microsoft believes that it is necessary to avoid an infringement claim. Microsoft may replace or modify the Products Institution is using all someone enjoins institution is 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
- 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
  - (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
  - (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

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 noninfringing, 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, on to damages institution incurs because of Microsoft's breach of its confidentiality obligations or because of Microsoft's gross negligence or Wilfful 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 others 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 FOR LOST PROFITS 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.

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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 

- 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
- 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
- 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

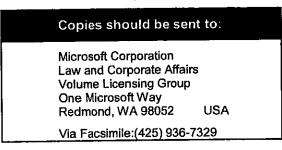
deleted when the Licensed Period expires or is otherwise earlier terminated, whichever is first;

- (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 <u>http://microsoft.com/licensing/</u>;
- (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.



- **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

- 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
- Survival. Provisions regarding Product use rights, restrictions on use, transfer of Licenses, i. 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 Enroliment.
- Advisor fee. Microsoft, or its Affiliates, sometimes pays fees to software advisors or other i. 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.
- Institution's export obligations. U.S. export laws and regulations apply to Products and I. 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,

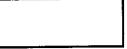
# Microsoft Volume Licensing

# **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)



# 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 3<sup>rd</sup> 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 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 Contact email*	Last
Street address* City* , State/Province* Country*	Postal code*
Phone* Fax	

d. Language preference. Select the language for notices. English

e. Microsoft account manager. Provide the Microsoft account manager contact for this

Microsoft account manager name: Shawn Ammons Microsoft account manager Email address: Shawn.Ammons@microsoft.com

## **Reseller** information

 $\{ e_i \}$ 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 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\*

f.

Street address (PO boxes will not be accepted)\* City and postal code\* Country\* USA Contact name\* Phone\* Fax Email address\*

# 2. Designate Institution participation and Users.

Please select only one of the following two options:

Entire Institution is participating in this Enrollment (please continue on to Section 3)	$\boxtimes$	Only specific departments are included in this Enrollment (please continue below)	
			-

If Institution is enrolling less than the entire Institution, provide the department names. Include all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as individual departments under the Campus subscription program.

<b>st of participating departmen</b> ease fill with the names of the departme	nts participating i	n this Enrollmen	)	
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## 3. Designate faculty and staff count.

Please indicate the full time equivalent (FTE) faculty and staff count in Institution. Institution may exclude non-PC users such as maintenance, groundskeepers, cafeteria, etc. Total FTE count consists of all full-

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

# Faculty and staff FTE count

Faculty and Staff FTE Count

#### Student full-time equivalent (FTE) option. 4.

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:

	Institution selects the student FTE option (please complete table below)	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 enrolled

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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:

		T		
	Unit count is at least 300 units (Price Level A for all Products)		Unit count is at least 300 units and total	
ł			FTE Count is greater than 3,000 (Price Level B for some Products)	

#### 6. Licensed period.

Please select only one of the following two options:

	One Year Licensed Period	$\boxtimes$	Three Year Licensed Period	
1				

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.

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# Microsoft Volume Licensing

# Campus and School Agreement and Campus Subscription Enrollment

# Amendment ID G20

000-lorihorn-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 subscription Enrollment to any Participants, Institution will verify that it has received an originally executed Participation Agreement from those Participants. Institution will maintain the and for one year thereafter. During this time Institution shall make copies of the Participation Agreements by Microsoft at Microsoft's request. Institution assumes participants which, if taken or omitted by Institution as a licensee, would amount to a breach of

*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.

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# Microsoft Volume Licensing

# 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 Designr All Lng Lic/SA Pack MVL	25%	53,421
Visual Studio Pro All Lng Lic/SA Pack MVL Project Pro Win32 All Languages Lic/SA Pack MVL w/1 ProjectSvr CAL	25%	53,421
	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%

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Only valid if attached to an amendment cover page.

INTRODUCTION (Board of Trustees)

10-2-1 Approved 12/11/91 Revised 2/5/03 Revised 9/5/07

# CODE OF ETHICS FOR MEMBERS OF THE BOARD OF TRUSTEES

#### PREFACE

As elected representatives of the community, Members of the Board of Trustees of the Coast Community College District have been granted a position of "Trusteeship" over the District and its three colleges. Trustees and governing boards have the responsibility to be fair, legal, ethical and accountable. Trustees shall be independent, impartial and responsible in their judgment and actions in the governance of the District. District Trustees shall conduct themselves in an ethical manner that does not present the appearance of a Conflict of Interest.

In recognition of these goals, the Board of Trustees has set forth the following:

#### ETHICAL RESPONSIBILITIES

The Board of Trustees shall:

- 1. Recognize that the primary responsibility of the Board of Trustees is to govern in the best interest of the education needs of the entire District. Trustees shall be aware that they are responsible to all citizens of the community served by the District.
- 2. Use the powers of the office honestly and constructively, communicating and promoting the needs of the community to the college, and the needs of the college to the community.
- 3. Protect the interests of students in every decision and assure the opportunity for high-quality education for every student. Maintain consistent and vigilant oversight of the District as a policy-setting Board with emphasis on instructional quality, operational efficiency, and fiscal stability.
- 4. Recognize that a Trustee is a member of an educational team, and that the strength and effectiveness of the Board is as a Board, not as individuals. Trustees have authority only when the Board is in official meetings; an individual member cannot bind the Board outside of such meetings; and that majority decisions of the Board shall be abided by.
- 5. Recognize that deliberations of the Board in closed session are confidential and not for release or discussion outside the Closed Session to anyone or in public without the prior approval of the Board by majority vote. Maintain confidentiality of privileged information. Privileged information means all confidential information, including items subject to the Ralph M. Brown Act and items subject to attorney-client privilege.

10-2-1 Cont'd

- 6. Confine Board action to policy determination, planning and budget, performance evaluation and maintaining the fiscal stability of the District. Delegate administrative authority to the Chancellor as the Board Executive Officer. Support District personnel in the appropriate performance of their duties and ensure that they have the requisite responsibility, adequate resources, and necessary authority to perform effectively. The Board will hold the Chancellor accountable for the administration of the educational program and the conduct of District business.
- 7. Create a positive climate by encouraging and supporting innovation and creativity in District programs and operations. Recognize that the Board sets an example for the entire institution; therefore, act with integrity and reflect the values of trustworthiness, respect, fairness, team, and caring at all times when performing Trustee responsibilities. Maintain an atmosphere in which controversial issues can be debated openly and fairly, protecting the dignity of individuals.
- 8. Focus requests for information and discussions at Board meetings on topics that address the fulfillment of the District mission, the future of the District, and long-term strategies. Seek pertinent information by asking timely and substantive questions, request data and information through protocols established by the Board and the Chancellor.
- Accurately account for Trustee expenses; establish and uphold fair and prudent expense standards and reporting procedures.
- 10. Avoid any conflict of interest or the appearance of impropriety that could result because of the Trustee's position, and avoid intentionally using the Trusteeship for personal gain.

## STEPS IN ADDRESSING ETHICAL VIOLATIONS

- 1. The Board of Trustees has responsibility for monitoring itself.
- 2. The President of the Board plays a key role in ensuring that laws and codes of ethics are followed.
- 3. Violations of the Board's Code of Ethics will be addressed by the President of the Board, who will first discuss the violation with the Trustee in question to reach a resolution.
- 4. If resolution is not achieved and further action is deemed necessary, the President may appoint an ad hoc committee to examine the matter and recommend further courses of action to the Board, which may include a recommendation for censure of the Trustee in question.
- 5. If the President is perceived by another Trustee to have violated the Code, the Vice President is authorized to pursue resolution.
  - If the violation is perceived to be a criminal or legal offense, the matter will be referred by the Board to the Orange County Department of Education General Counsel and/or the District Attorney.

INTRODUCTION (Board of Trustees)

10-2-1 Cont'd

#### TRUSTEE STANDARDS OF PRACTICE

In support of effective community college governance, the governing board of the Coast Community College District believes:

- That it derives its authority from the community and that it must always act as an advocate on behalf of the entire community;
- That it must clearly define and articulate its role;
- That it is responsible for creating and maintaining a spirit of true cooperation and a mutually supportive relationship with its CEO;
- That it always strives to differentiate between external and internal processes in the exercise of its authority;
- That its trustee members should engage in a regular and ongoing process of in-service training and continuous improvement;
- That its trustee members come to each meeting prepared and ready to debate issues fully and openly;
- That its trustee members vote their conscience and support the decision or policy made;
  That its behavior, and that of its members are also been als
- That its behavior, and that of its members, exemplify ethical behavior and conduct that is above reproach;
  That it endeavors to remain always accounts is to the
- That it endeavors to remain always accountable to the community;
  That it openly debates the issues affecting its community.
- That it openly debates the issues affecting its community and speaks with one voice once a decision or policy is made.

Accreditation Standard IV.B.I.a, e, & h

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