
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, November 18, 2009
5:00 p.m. Closed Session 6:30 p.m. Regular Meeting
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

- 1.00 Procedural Matters
- 1.01 Call to Order
- 1.02 Roll Call
- 1.03 Public Comment (Closed Session – Items on Agenda)

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

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1.04 Recess to Closed Session

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

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

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

Position: Chancellor, Coast Community College District

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

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

5. Classified Staff
 - a. Typist Clerk, Sr.
 - b. Division/Area Office Coordinator
 - c. Workforce Specialist
 - d. Cosmetology Dispensary Tech
 - e. Staff Aide
 - f. Special Assignment
 - g. Student Financial Aid Acct. Fiscal Specialist
 - h. Matriculation Office Assistant
 - i. Warehouse Coordinator

6. Classified Temporary Assignments

7. Hourly Staff

8. Substitute Classified

9. Educational Administrators
 - a. President
 - b. Vice Chancellor
 - c. Interim President
 - d. Vice President
 - e. Dean
 - f. Interim Dean
 - g. Administrative Dean
 - h. Associate Dean
 - i. Executive Dean
 - j. Director
 - k. Coordinator
 - l. Interim Associate Vice Chancellor

10. Classified Managers
 - a. Special Assignment

11. Student Workers

12. Clinical Advisor/Summer

- 1.04.03 Conference with Legal Counsel: Anticipated Litigation
(Pursuant to sub-section "b" of Government Code Section 54956.9)

Threatened litigation by Vicki Williams

- 1.04.04 Conference with Legal Counsel: Anticipated Litigation
(Pursuant to sub-section "c" of Government Code Section 54956.9)

Potential initiation of litigation - 1 case

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

Morgenstern v. Orange Coast College et al.,
Orange County Superior Court Case No. 30-2008-00109222
Coast Federation of Educators v. Coast Community College District
(CFE Arbitration)
Faber v. Coast Community College District et al.,
Orange County Superior Court Case No. 30-2009-00126090
Jacobson v. Coast Community College District (Arbitration)

1.04.06 Public Employee Discipline/Dismissal/Release (Pursuant to Section 54957)

1.04.07 Public Employee Performance Evaluation (Pursuant to Section 54957)

Position:

- a. President
- b. Vice Chancellor
- c. Interim President
- d. Vice President
- e. Dean
- f. Interim Dean
- g. Administrative Dean
- h. Associate Dean
- i. Executive Dean
- j. Director
- k. Coordinator
- l. Interim Associate Vice Chancellor

1.04.08 Conference with Labor Negotiator (Pursuant to Government Code 54957.6)

Agency Negotiator: Joseph Quarles Ed.D., Vice Chancellor, Human Resources

Employee Organizations: Coast Federation of Classified Employees (CFCE),

Coast Community College Association - California Teachers Association/

National Education Association (CCCA-CTA/NEA),

Coast Federation of Educators/American Federation of Teachers (CFE/AFT)

Unrepresented Employees: Association of Confidential Employees (ACE)

Unrepresented Employees: Educational Administrators

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

1.06 Pledge of Allegiance –Trustee Walter Howald

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session - Items on Agenda)

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1.09 Approval of Employment Agreement for Chancellor,
Coast Community College District

1.10 Presentations, Ceremonial Resolutions and Public Hearings

1.10.01 Resolution to Honor and Accept the Retirement of Helen Dorosh

2.00 General Information and Reports

2.01 Informative Reports

(Oral reports shall be limited to a maximum of three minutes. If requested and provided to the Board during the oral report, a written report shall be included as part of the public record. These reports generally will cover issues such as past and upcoming activities, student enrollment, budgetary issues, student concerns, and employee concerns)

2.01.01 Report from the Chancellor

2.01.02 Reports from the Presidents

2.01.03 Reports from the Officers of Student Government Organizations

2.01.04 Reports from the Academic Senate Presidents

2.01.05 Reports from Employee Representative Groups

2.01.06 Reports from the Board of Trustees

2.01.07 Reports from the Board Committees

2.02 Matters for Review, Discussion and/or Action

2.02.01 Review of Board Meeting Dates

2.02.02 Review of Board Committees' Meeting Dates

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

2.02.04 Opportunity for the Board to Review the Board Directives Log

- 2.02.05 Financial Investigative Report Regarding ASOCC Bookstore and Food Service Revenues
- 2.02.06 Golden West College Bookstore Independent Study Report and Recommendations from Holthouse, Carlin and Van Trigt, LLP
- 2.02.07 Opportunity for the Board of Trustees to Discuss State Assembly Bill 656, Higher Education Oil and Natural Gas Extraction Tax
- 2.03 Review of Buildings and Grounds Reports
 - Orange Coast College Child Care Afterschool Classroom
 - Orange Coast College Softball Field
 - Orange Coast College New Consumer Health & Science Lab Building
 - Orange Coast College Student Center Renovation
 - Golden West College Learning Resource Center
- 2.04 Review of Internal Audit Report
- 2.05 Review of Material Fees
- 3.00 Consent Calendar
- 3.01 Curriculum Approval
- 3.02 Authorization for Attendance at Meetings and/or Conferences
 1. Meetings for the Board of Trustees
 2. Meetings for Faculty and 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
 - Leadership Institute Spring Workshop
 - Parliamentary Procedures Workshop for SAC Executive Board and Elected Officers
 - Foundation Holiday Reception
 - Classified Council Holiday Boutique Scholarship Fundraiser
 - 3.03.02 Authorization for Special Projects – Golden West College
 - High School Preview Day
 - GWC Theater Department presents Student Directed plays
 - Fall Athletic Home Games
 - Coaching for Retention and Success in Health Care Workshop
 - Golden West Baseball Camp
 - Student Recognition Luncheon
 - GWC Throwing Clinic
 - Free Mammogram Screening
 - 3.03.03 Authorization for Special Projects – Orange Coast College

Holiday Ceramic Sale
Classroom Activities
Student Government Town Hall Meetings
"An Evening with Carl Wilkens, Witness to Genocide"
Volunteer Income Tax Assistance Program (VITA)
All Campus Holiday Gathering

- 3.03.04 Authorization for Special Projects – District
Newport Beach Boat Parade
- 3.03.05 Authorization for Disposal of Surplus
- 3.03.06 Authorization to Apply for Funded Programs
- 3.03.07 Authorization to Enter Standard Telecourse Agreements – Coastline Community College
- 3.03.08 Approval of Clinical Contracts – Orange Coast College
- 3.03.09 Approval of Standard Agreements – Coastline Community College
- 3.03.10 Approval of Standard Agreements – Golden West College
- 3.03.11 Approval of Standard Agreements – Orange Coast College
- 3.03.12 Approval of Standard Agreements – District
- 3.03.13 Authorization for Purchase of Institutional Memberships – Coastline Community College
- 3.03.14 Authorization for Purchase of Institutional Memberships – Golden West College
- 3.03.15 Authorization for Purchase of Institutional Memberships – Orange Coast College
- 3.03.16 Authorization for Purchase of Institutional Memberships – District
- 3.03.17 Authorization for Sailing Program – Orange Coast College
- 3.03.18 Authorization for Off-Campus Assignment – Coastline Community College
- 3.04 Personnel Items
 - 3.04.01 Authorization for Leaves of Absence
 - 3.04.02 Authorization for Changes in Assignments, Academic Staff
 - 3.04.03 Certificated Staff Seniority Number Confirmation
 - 3.04.04 Authorization for Professional Experts
 - 3.04.05 Approval of Classified Staff Longevity Payments
- 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 Independent Contractors – District
- 3.05.05 Authorization for Professional Development Program
- 3.05.06 Authorization for Staff Development - Golden West College
- 3.06 Financial Approvals
 - 3.06.01 Approval of Purchase Orders
 - 3.06.02 Ratification/Approval of Checks
 - 3.06.03 Check List for General Obligation Bond Fund
 - 3.06.04 Authorization for Special Payments – Orange Coast College
- 4.00 Action Items
 - 4.01 Approval of Agreements – Coastline Community College
 - 4.01.01 Approve Agreement between the Coast Community College District and Old Dominion University to Provide Services in Support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE)
 - 4.02 Approval of Agreements – Golden West College (NONE)
 - 4.03 Approval of Agreements – Orange Coast College
 - 4.03.01 Approve Non-Standard Agreement between the EMC Corporation and the Coast Community College District for the purpose of offering instruction in the EMC Academic Alliance Program for Students Enrolled in the Convergence Technology and Network Administration Programs
 - 4.03.02 Approve Non-Standard Agreement between Hurley International, LLC and the Coast Community College District to authorize Orange Coast College to sell Hurley Merchandise in the OCC Frank M. Doyle Gallery Store
 - 4.04 Approval of Agreements – District
 - 4.04.01 Approval of New District Standard Agreement for Use of Weapons Firing Facility for Use by the Golden West College Criminal Justice Training Center
- 4.05 Buildings and Grounds Approvals
 - 4.05.01 Authorization to File Notice of Completion
 - 4.05.02 Approve Independent Contractor Agreement with Bundy Finkel Architects; Orange Coast College Student Center Temporary Swing Space
 - 4.05.03 Approve Independent Contractor Agreement with IDS Group, Inc.; Orange Coast College Seismic Assessment of Book Store Building

- 4.05.04 Approve Addendum No. 1 for C.W. Driver; Orange Coast College Softball Field
- 4.05.05 Approve Addendum No. 4 for AEPC Group, LLC; Orange Coast College Student Center Remodel
- 4.06 General Items of Business – Coastline
 - 4.06.01 Substantive Change Proposal
- 4.07 General Items of Business – Golden West College (NONE)
- 4.08 General Items of Business – Orange Coast College (NONE)
- 4.09 General Items of Business – District
 - 4.09.01 Authorization for Systems Technology Associates (STA) to Replace District Office Storage Area Network (SAN) Utilizing WSCA contract B27164
 - 4.09.02 Authorization to Amend the Agreement with Townsend Public Affairs for District Legislative Advocacy and Public Relations Services
- 4.10 Policy Implementation
 - 4.10.01 Adoption of Policy 010-2-5, Board Meetings, Public Participation and Decorum Guidelines
- 4.11 Resolutions
 - 4.11.01 Coast Community College District Board of Trustees Resolution # 09-47
Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meeting
- 4.12 Approval of Minutes
 - Regular Meeting of: November 4, 2009
 - Special Meeting of: November 9, 2009
- 5.00 Public Comment (Items not on the Agenda)
- 6.00 Adjournment

1.00 Procedural Matters

Meeting: 11/18/2009 Regular Meeting
 Category: 1. Procedural Matters
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content

1.00 Procedural Matters

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 - Position: Chancellor, Coast Community College District

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

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1.04.03 Conference with Legal Counsel: Anticipated Litigation
(Pursuant to sub-section "b" of Government Code Section 54956.9)

Threatened litigation by Vicki Williams

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(Pursuant to Section 54957)

1.04.07 Public Employee Performance Evaluation (Pursuant to Section 54957)

Position:

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Agency Negotiator: Joseph Quarles Ed.D., Vice Chancellor, Human Resources
Employee Organizations: Coast Federation of Classified Employees (CFCE),
Coast Community College Association - California Teachers Association/
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Coast Federation of Educators/American Federation of Teachers (CFE/AFT)
Unrepresented Employees: Association of Confidential Employees (ACE)
Unrepresented Employees: Educational Administrators

- 1.05 Reconvene Regular Meeting at 6:30 p.m.
- 1.06 Pledge of Allegiance - Trustee Walter Howald
- 1.07 Report of Action in Closed Session (if any)
- 1.08 Public Comment (Open Session - Items on Agenda)

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- 1.09 Approval of Employment Agreement for Chancellor,
Coast Community College District

Additional Administrative Content

Action Agenda Details

Motion:

Created on: Yesterday at 09:27 AM by Jodi Rodriguez. Last update on 11/18/2009 by Jodi Rodriguez.

1.10 Presentations, Ceremonial Resolutions and Public Hearings

Meeting: 11/18/2009 Regular Meeting
Category: 1. Procedural Matters
Agenda Type: Information
Public Access: Yes

Agenda Item Content

1.10 Presentations, Ceremonial Resolutions and Public Hearings

1.10.01 Resolution to Honor and Accept the Retirement of Helen Dorosh

Whereas, Helen Dorosh is retiring effective the thirtieth of December 2009, after 25 years of service as the medical assistant of the Orange Coast College Student Health Center; and

Whereas, Helen Dorosh began her career with Orange Coast College in May 1982 as a Student Assistant and two months later became a Substitute Medical Assistant; and

Whereas, in July 1983 Helen Dorosh worked as a part-time hourly Medical Assistant then as a full-time Medical Assistant in August 1992 where she remained until retirement; and

Whereas, even the doctors and nurses of the OCC Student Health Center admit that it was Ms. Dorosh that trained them; and

Whereas, those who worked with Helen say that through the many and constant changes throughout her career, she remained loyal and faithful; and

Whereas, Helen Dorosh and her husband John purchased property on the Big Island of Hawaii many years ago and just completed construction on their "Dream Home" to which they will retire to. Though she will be missed, her colleagues take pleasure in the thought of Helen sitting on her porch with a cold drink and looking out at the sunset over the ocean waves.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Ms. Helen Dorosh on this day, the eighteenth of November in the year 2009.

Additional Administrative Content

Action Agenda Details

Motion:



2.00 General Information and Reports

Meeting: 11/18/2009 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

2.00 General Information and Reports

Additional Administrative Content

Created on 11/02/2009 at 08:38 AM by JGD Rodriguez. Last updated on 11/12/2009 by JGD Rodriguez.

2.01 Informative Reports

Meeting: 11/18/2009 Regular Meeting
 Category: 2. General Information and Reports
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content**2.01 Informative Reports**

(Oral reports shall be limited to a maximum of three minutes. If requested during the oral report, a written report shall be included as part of the public record.)

- 2.01.01 Report from the Chancellor
- 2.01.02 Reports from the Presidents
- Coastline Community College
 Golden West College
 Orange Coast College
- 2.01.03 Reports from the Officers of Student Government Organizations
- Coastline Community College
 Golden West College
 Orange Coast College
- 2.01.04 Reports from the Academic Senate Presidents
- Coastline Community College
 Golden West College
 Orange Coast College
- 2.01.05 Reports from Employee Representative Groups
- 2.01.06 Reports from the Board of Trustees
- 2.01.07 Reports from the Board Committees
- Audit Committee
 Accreditation Committee
 Career Technical Education Committee
 Land Development Committee

2.02 Matters for Review, Discussion and/or Action

Meeting: 11/18/2009 Regular Meeting
 Category: 2. General Information and Reports
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content

2.02 Matters for Review, Discussion and/or Action

2.02.01 Review of Board Meeting Dates

<u>Date</u>	<u>Topics</u>
December 9, 2009	Regular/Organizational Meeting

2010 Board Meeting Dates for Review

January 20, 2010	Regular Meeting
February 3, 2010	Regular Meeting
February 17, 2010	Regular Meeting
March 3, 2010	Regular Meeting
March 17, 2010	Regular Meeting/Budget Study Session
April 7, 2010	Regular Meeting
April 21, 2010	Regular Meeting/Service Awards
May 5, 2010	Regular Meeting
May 19, 2010	Regular Meeting
June 16, 2010	Regular Meeting
July 21, 2010	Regular Meeting
August 4, 2010	Regular Meeting/Study Session
August 18, 2010	Regular Meeting
September 1, 2010	Regular Meeting
September 15, 2010	Regular Meeting
October 6, 2010	Regular Meeting
October 20, 2010	Regular Meeting/Study Session
November 3, 2010	Regular Meeting
November 17, 2010	Regular Meeting
December 8, 2010 *	Regular/Organizational Meeting
* (tentative)	

2.02.02 Review of Board Committees' Meeting Dates

Accreditation Committee	December 7, 2009	Board Conference Room	3:00 p.m.
Land Development Committee	December 8, 2009	Board Conference Room	10:00 a.m.
Accreditation Committee	February 24, 2010	Board Conference Room	3:00 p.m.

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

November 19-21, 2009	Burlingame, CA, CCLC Annual Convention
January 22-24, 2010	Sacramento, CCLC Effective Trustee Workshop
January 23, 2010	Sacramento, CCLC Board Chair Workshop
January 24-25, 2010	Sacramento, CCLC Annual Legislative Conference
January 27-30, 2010	St. Petersburg, FL AACC Workforce Development Institute
February 7-10, 2010	Washington D.C., ACCT National Legislative Summit
February 22-24, 2010	Sacramento, CCLC Effective Trustees Workshop
April 17-20, 2010	Seattle, WA AACC Convention
April 30 - May 2, 2010	Long Beach, CCLC Annual Trustee Conference
August 4-6, 2010	Washington D.C., ACCT Governance Leadership Institute for New Trustees
October 20-23, 2010	Toronto, Ontario, ACCT Leadership Congress

2.02.04 Opportunity for the Board to Review the Board Directives Log

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



11-18-09 Meeting.pdf

2.02.05 Financial Investigative Report Regarding ASOCC Bookstore and Food Service Revenues

Board Vice President Prinsky and Board Clerk Patterson have placed this item on the Board Agenda for Board discussion, and staff response to the questions posed herein, regarding the handling of the OCC Student Bookstore remodel which was just completed, and the food services operations, specifically the Starbucks coffee concession and income from that operation.

A. OCC Student Bookstore. The District's contract with Follett requires that Follett provide a \$300,000 capital investment in the OCC Student Bookstore, that the District have the responsibility to direct the renovations, and that any unused funds be retained by the District. In other words, the District was to have the authority and discretion to direct the renovations and to keep any unused funds.

1. What was the planning and approval process for the renovations? Did this ever come to the Board of Trustees? If so, what action did the Board take?
2. What renovations were done, who made the decisions, and what were the costs of renovations/remodel?
3. Were there any unused funds remaining from the original \$300,000? If so, how were the remaining and unused funds allocated or distributed?

B. Food Services/Starbucks building. Records indicate that in 1999, the ASOCC

provided a significant contribution of student funds to the construction of this building, and also provided start-up operation funds. In return, the ASOCC was to receive profits from the operation.

1. What was the total amount of funds from the ASOCC that was allocated to this project?
2. What is the amount of the profits, gross or net receipts, or other measure of income which was received from 1999 to the present time?
3. How were/are these profits allocated or distributed?

The Chancellor has requested that the Director of Internal Audit Services review this matter and provide a report to the Board of Trustees.

(See Attachment #2 from the October 21, 2009 Board Meeting as previously distributed)

2.02.06 Golden West College Bookstore Independent Study Report and Recommendations from Holthouse, Carlin and Van Trigt, LLP

On September 30, 2009, the Board authorized Holthouse Carlin & Van Trigt LLP to conduct an independent assessment and evaluation of the Golden West College Bookstore operations. On November 17, 2009, the report was presented to the Board of Trustees Audit Committee. At this time, Trustees shall receive a presentation from the staff of Holthouse Carlin & Van Trigt LLP summarizing the key findings of the assessment and evaluation of the Golden West College bookstore operations.

2.02.07 Opportunity for the Board of Trustees to Discuss State Assembly Bill 656, Higher Education Oil and Natural Gas Extraction Tax

At the request of Board Clerk Patterson and Student Trustee Lane, Trustees shall have the opportunity to discuss State Assembly Bill 656 (AB 656), Higher Education Oil and Natural Gas Extraction Tax, authored by State Assembly Member Alberto Torrico. Documentation summarizing key aspects of AB 656 is attached to each Trustee's Agenda (See Attachment 9)

Additional Administrative Comment

Action Agenda Details

Motion:

Created on 11/12/2009 at 08:33 AM by C369/asc. Last updated on 11/22/2009 by Joe Rodriguez

2.03 Review of Buildings and Grounds Reports

Meeting: 11/18/2009 Regular Meeting
 Category: 2. General Information and Reports
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content**2.03 Review of Buildings and Grounds Reports****Orange Coast College Child Care Afterschool Classroom**

Architect: Taylor Architects
 Construction Start: December 2008
 Est. Completion: January 2010
 Funding Source: OCC Foundation

Project Status: The Board approved the "Takeover Agreement" between CCCD and Allegheny Casualty Insurance ("Surety") on October 13, 2009 which enables the surety to perform the remaining project scope in place of the prior terminated contractor. The Surety immediately mobilized to finish the project with an anticipated completion date on or before January 1, 2010. **The project is back in full-swing with many of the unfinished trades coming back to finish their remaining scope. The next major element of this project will be the installation of the temporary windows, which is scheduled for November 13, 2009. Temporary windows are being utilized to weatherproof the building in order for work on the interior finishes to progress. This is necessary as the permanent windows have an 8-10 week lead time and will otherwise impede the ability to progress on this project.**

Orange Coast College Softball Field

Architect: tBP Architecture
 Construction Manager: CW Driver
 Construction Start: April 2009
 Est. Completion: September 2009
 Funding Source: Measure C Obligation Bond

Project Status: The Notices of Completion have been submitted for approval on the 11/18/09 Board of Trustees Agenda, as we have moved beyond "substantial completion" on this project. Repairs to the "non-compliant" concrete walkways were scheduled to be completed on November 13, 2009. This project is in the final close-out phase.

Orange Coast College New Consumer Health & Science Lab Building

Architect: LPA Architecture
 Construction Manager: CW Driver
 Est. Completion: October 2010
 Funding: Measure C General Obligation Bond and State Capital Outlay Funds

Project Status: This project is under construction six days per week in an effort to make up for the delayed start date resulting from Division of State Architects' clarifications. **The construction site is constantly occupied by cranes and cement trucks as all three building structures are being erected. In addition, rough mechanical, electrical, and plumbing has begun on the largest of the three buildings, Building A. Some recent feedback from faculty and staff in the surrounding buildings indicates that while the construction is obviously noticeable that the disturbance on classroom activity is minimal.**

Orange Coast College Student Center Renovation

Architect: AEPC Architecture
Construction Manager: CW Driver
DSA Approval: Pending (Estimated September 2009)
Construction Start: June 2010
Est. Completion: January 2011
Funding: Measure C General Obligation Bond

Project Status: This project has been postponed from the originally anticipated December 2009 start and tentatively rescheduled to begin in June 2010. **The first component of this project is the coordination of temporary site utilities for the “swing space.” This plan will be developed to accommodate the needs of the transitional space while considering future reuse for the Interdisciplinary Building project. It is anticipated that the site preparation work will be bid in December - January. Also in development is a “swing space” needs analysis and subsequent plan that will accommodate the student service and instructional program needs during the Fall 2010 semester.**

Golden West College Learning Resource Center

Architect: Steinberg Group
Construction Manager: URS
DSA Approval: March 2008
Construction Start: July 2008
Est. Completion: August 2010
Funding Source: Measure C General Obligation Bond

Project Status: The project is currently tracking 81 work days behind schedule, however a recent recovery strategy meeting has yielded a number of solutions to recover some of this time. It is projected that the sum of these “project coordination” solutions will recover 44 schedule days, with a substantial completion date of July 6, 2010. **The third floor of this project is currently under construction and the building is quickly becoming a predominant structure as you drive down Golden West Street. As per our recovery meeting, no cost and low cost solutions have been implemented in order to achieve the campus goal of opening the building to students in Fall 2010.**

Additional Administrative Content

Coast Community College District Board of Trustees Meeting - November 18, 2009

2.04 Review of Internal Audit Report

Meeting: 11/18/2009 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content**2.04 Review of Internal Audit Report**

The following Activity Report for the period July 1, 2009 through September 30, 2009, is submitted by: Richard Kudlik, CPA, Director of Internal Audit Services.

A. STATUS OF AUDIT WORK PERFORMED DURING THE QUARTER ENDED SEPTEMBER 2009

1. Change Fund Audit – 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. Review of Bank Reconciliations – During the reporting period, Internal Audit Services reviewed account reconciliations for open bank accounts for the quarter ended June 2009. No significant issues were noted.
3. Payroll – During the reporting period, Internal Audit Services reviewed changes made to each payroll report from April 1, 2009 through June 30, 2009 and selected a random sample of changes to ensure that proper authorization existed to justify the change made to the respective payroll report. No significant issues were noted.
4. GASB 35 Facilitation (Capital Assets) – 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 year 2009/2010 at each campus and verified as being tagged with the assigned asset number. During the reporting period, Internal Audit Services assisted in the preparation of a year-end reconciliation to ensure the completeness of the information previously entered into the system.
5. Construction Project Audits – 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.
6. Bookstore Inventory Observation – During the reporting period, Internal Audit Services performed random counts of assets during the bookstore physical inventory at Coastline and Golden West Colleges. No exceptions were noted.
7. Fraud Prevention Policy – During the reporting period, Internal Audit Services coordinated with various constituency groups to draft a Fraud Prevention and Whistleblower Policy and procedure to address an audit finding from the FY 2007/2008 report. The policy and related procedure were presented to the Board of Trustees for initial review on September 30, 2009 with final approval anticipated on November 4, 2009.
8. Associated Students Audit – During the reporting period, Internal Audit Services reviewed the processes related to the bookstore, food service and other revenue generating activities at

Orange Coast College.

9. Franchise Tax Board Audit – During the reporting period, Internal Audit Services coordinated with the Franchise Tax Board auditor to provide information related to the Enterprise Corporation. An audit of the tax returns for the fiscal years ended June 30, 2007 and 2008 was performed in July and August of 2009. No additional tax liability was incurred by the Enterprise Corporation as a result of the audit.
10. Coordination of External Audit – During the reporting period, Internal Audit Services coordinated the final audit fieldwork of Vicenti, Lloyd & Stutzman LLP for fiscal year 2008/2009. Final audit testing was performed on the Campuses in August and at the District in October.

Additional Administrative Comments

Created on 11/04/2009 at 12:27 PM by CCCD Aclive. Last update on 11/12/2009 by Jodi Rodriguez.

2.05 Review of Material Fees

Meeting: 11/18/2009 Regular Meeting
 Category: 2. General Information and Reports
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content**2.05 Review of Material Fees****Coastline College**

Effective Spring 2010

Deletions:	FROM	TO
ACCT C102 – Managerial Accounting	\$3.00	\$0.00
BC C306 – Website Internship	\$10.00	\$0.00
BUS C101 – Project Management Professional	\$2.00	\$0.00
DGA C166B – Fireworks	\$22.00	\$0.00
DGA C166C – Flash Basics	\$22.00	\$0.00
DGA C166F – Action Script & Flash	\$22.00	\$0.00
PTEC C110 – Introduction to Process Technology	\$3.00	\$0.00

Effective Summer 2010

Deletions:	FROM	TO
ACCT C101 – Financial Accounting	\$6.00	\$0.00
ART C265 – Methods and Materials of Italian Masterworks	\$50.00	\$0.00
COMP C058 – Easy Window Basics	\$3.00	\$0.00
COMP C170 – Using the Internet	\$8.00	\$0.00
COMP C186 – Interactive Multimedia Using Tool Book II	\$10.00	\$0.00
COMP C300L – Word Processing Lab	\$6.00	\$0.00
CS C111 – Introduction to Information Systems & Programming	\$4.00	\$0.00
CS C125 – Programming in Basic	\$10.00	\$0.00
CST C103 – Cabling – Fiber Optic	\$50.00	\$0.00
CST C134 – Network Application Software	\$25.00	\$0.00
CST C168 – Implementing/Administering Windows 2000	\$4.00	\$0.00
CST C185 – MS Server 2008 Network Infrastructure	\$4.00	\$0.00
CST C186 – MS Server 2008 Applications Infrastructure	\$4.00	\$0.00
CST C187 – MS Exchange Server 2007 Configuration	\$4.00	\$0.00
CST C196 – Solaris Administration	\$4.00	\$0.00
CST C204-1 – CISCO Wan Design	\$4.00	\$0.00
CST C205-1 – Advanced CISCO Routing	\$4.00	\$0.00
CST C2081 – CISCO Internetwork Troubleshooting	\$4.00	\$0.00
CST C245 – Exploring Computers Forensics	\$4.00	\$0.00
CST C270 – Setting Up a Security/Network Consulting	\$4.00	\$0.00
DGA C072 – Easy Photoshop	\$10.00	\$0.00
DGA C075 – Easy Graphics	\$10.00	\$0.00
DGA C077 – Easy Photoshop Elements 2	\$5.00	\$0.00
DGA C079 – Easy Photoshop Elements 3	\$5.00	\$0.00
DGA C092 – Computer Scrapbooking	\$10.00	\$0.00

DGA C115 – Working with QuarkXPress	\$17.00	\$0.00
DGA C115B – Beyond the Basics with QuarkXPress	\$17.00	\$0.00
DGA C116C – Adobe Photoshop 3	\$17.00	\$0.00
DGA C170 – Character Design	\$4.00	\$0.00
DGA C174 – Intro to 3-D Animation	\$4.00	\$0.00
DGA C176 – Web Animation	\$4.00	\$0.00
DGA C182 – Simulation Building	\$4.00	\$0.00
DGA C185 – Interface Design Project	\$4.00	\$0.00
INFM C176 – Web Animation	\$4.00	\$0.00
INFM C182 – Simulation Building	\$4.00	\$0.00
INFM C184 – Interface Design	\$4.00	\$0.00
INFM C185 – Interface Design Project	\$4.00	\$0.00

Golden West College

Effective Fall 2009

Revisions (Decrease):	FROM	TO
AUTO G145 – Basic Clean Air Car Course	\$50.00	\$39.00

New Course with Fee:

Art G161 – Jewelry & Metal Design II		\$25.00
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Effective Spring 2010

Revisions (Increase):	FROM	TO
CBA G100 – Computer Keyboarding, Intro Parts 1, 2 and 3	\$8.00	\$8.50
CHEM G130 – Intro to Chemistry Principles	\$7.00	\$10.50
CHEM G220 – Organic Chemistry	\$24.50	\$26.00
CHEM G225 – Organic Chemistry	\$21.50	\$24.50
COSM G077 – Esthetician	\$600.00	\$800.00
ENGW G001 – Grammar 1: Parts of Speech	\$2.00	\$5.00
ENGW G003 – Grammar 3: Building Sentences	\$2.00	\$5.00
ENGW G020 – Writing Center Conference I	\$3.00	\$5.00
ENGW G021 – Writing Center Conference II	\$3.00	\$5.00
MUSIC G115 – Basic Music	\$2.00	\$3.00
PHOTO G150 – Fundamentals of Photography	\$25.00	\$35.00
PHOTO G190/DART G190 – Photography Fundamentals/Digital Imaging	\$25.00	\$35.00

Revisions (Decrease):	FROM	TO
BIOL G210 – General Microbiology	\$14.00	\$11.00
CBA G101 – Computer Keyboarding, Intro Part I	\$3.00	\$2.50
HUM G145/MUSIC G185 – History of Rock Music	\$4.00	\$3.00
MUSIC G116 – Theory I (Diatonic)	\$4.00	\$3.00
MUSIC G216 – Theory II (Chromatic)	\$4.00	\$3.00

Deletions:	FROM	TO
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CJ G150 – Introduction to Corrections	\$3.00	\$0.00
CJ G160 – Introduction to Forensic and Evidence Technology	\$2.50	\$0.00

Orange Coast College

Effective Spring 2010

Revisions (Increase):	FROM	TO
CA A120 – Culinary Principles I	\$35.00	\$45.00
CA A122 – Culinary Principles II	\$60.00	\$120.00
CA A124 – Principles of Baking	\$25.00	\$40.00
CA A149 – Pantry	\$25.00	\$55.00
CA A150 – Principles of Quantity of Food Preparation	\$40.00	\$50.00
CA A200 – Garde Manager	\$35.00	\$70.00
CA A226 – Principles of Pastry Arts	\$130.00	\$150.00
CA A245 – Culinary Principles III	\$60.00	\$90.00
CA A255 – Advanced Garde Manager	\$45.00	\$60.00
COUN A101 – New Horizons: Men/Women	\$2.50	\$5.00
COUN A120 – Career Planning (Hybrid Course)	\$23.00	\$30.00
FSM A151 – Food Production Management	\$30.00	\$45.00
FSM A190 – Dining Room Service	\$35.00	\$45.00
FSM A210 – Dining Room Management	\$35.00	\$45.00
GEOG A190 – Introduction to Geographic Information Services	\$0.00	\$11.70
MARA A152 – Boat Handling & Seamanship	\$0.00	\$26.00
MARA A154 – Yachtkeeping and Engine Maintenance	\$0.00	\$33.00

Deletions:	FROM	TO
BIOL A280 – Evolutionary Ecology	\$6.00	\$0.00

New Course with Fee:

BIOL A101 – The Biology of Cooking		\$10.00
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(See Attachment #1) (Note: this attachment will carry forward to the December 9 Board Meeting Agenda)

Additional Administrative Information

Agenda Details

Motion:

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3.00 Consent Calendar

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.00 CONSENT CALENDAR

(Yellow Pages)

Items on the Consent Calendar may be adopted by a single motion of the Board of Trustees.

To have an item considered separately a request must be made prior to the adoption of the motion to approve the Consent Calendar

Additional Administrative Comments

Created on 11/02/2009 at 10:58 AM by RA (mailto:ra@ccc.edu) on 11/2/2009 by JBD/Rodriguez

3.01 CURRICULUM APPROVAL

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.01 Curriculum Approval



Curriculum.pdf

Additional Administrative Content

Creation: 10/2/2009 10:38 AM by Raine Hamdy; Last Modified: 11/12/2009 by Jodi Rodriguez

3.01 Approval of New Courses

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

Golden West College

Effective Spring 2010

Professional Physical Education G141 – Defensive Football Theory, Advanced; 2.0 units

Semester length; 36 semester lecture hours; prerequisite: none; fee: none; grading method: letter grade. This course is designed to teach the advanced skills, knowledge and philosophy of defensive football. Special consideration will be given to skills development of the collegiate player. This course is recommended for those students interested in playing or coaching collegiate football and for the professional coach working within the school environment.

Professional Physical Education G143 – Offensive Football Theory, Advanced; 2.0 units

Semester length; 36 semester lecture hours; prerequisite: none; fee: none; grading method: letter grade. This course is designed to teach the advanced skills, knowledge and philosophy of offensive football. Special consideration will be given to skills development of the collegiate player. This course is recommended for those students interested in playing or coaching collegiate football and for the professional coach working within the school environment.

3.02 Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Course Revisions:

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

Golden West College

Effective Spring 2010

FROM	TO
<u>Digital Arts G178/Art G178 – Introduction to Web page Design</u> Repeatability: One time	3 times
<u>Physical Education G166 – Circuit Weight Training</u> Grading Method: Pass/No Pass	Student Option
<u>Physical Education G181 – Muscular Strength Training</u> Grading Method: Pass/No Pass	Student Option

Orange Coast College

Effective Fall 2009

FROM	TO
<u>English A108 – Library and Information Research</u> Course ID: English A108 Title: Library and Information Research	Library A100 Library and Information Competency

Course Retirements:

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

Golden West College

Effective Spring 2010

Computer Business Applications G900 – Skills Practicum
Health Education G851 – Strength & Fitness for the Disabled
Health Education G852 – Swimming for the Disabled

Course Suspensions:

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

Golden West College

Effective Spring 2010

Computer Business Applications G175 – FrontPage, Intro
Computer Business Applications G177 – Publisher, Intro
Computer Business Applications G192 – Overview of Dreamweaver
Computer Business Applications G193 – Overview of Flash
Computer Business Applications G194 – Overview of HTML
Computer Business Applications G197 – Software Multimedia Concepts
Computer Business Applications G198 – Photo Editing for Print and Web

3.03 Approval of Program/Option/Revisions/Retirements/Suspensions/Reinstatements

Program/Option Revisions:

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

Golden West College

Effective Spring 2010

Liberal Arts: Emphasis in Business and Technology (AA-Area of Emphasis)

Elective Course: Add Criminal Justice G220/Accounting G220, Forensic Accounting

3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content**3.02 Travel Authorizations - Board and Staff****a. Authorization for Attendance at Meetings and/or Conferences****(1) Meetings for the Board of Trustees**

None.

(2) Meetings for Faculty and Staff

Elizabeth I Barton, Hourly Instructor (OCC), to attend the Association of Collegiate Educators in Radiologic Technology, February 10 - 12, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$250, to be paid from CFE/AFT Professional Development funds; will be driving personal auto with reimbursement for mileage expenses equal to the equivalency of travel by air coach.

Derek G Boyer, Instructor (OCC), to attend the American Society of Microbiology College Undergraduate Educators, May 20 - 23, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$769, to be paid from Full Time Academic Senate PDI Funds, to be reimbursed for lodging due to late night and early morning meetings.

Thomas A Chambers, Hourly Instructor (GWC), to attend the Harvard Model Congress Conference, January 21-24, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from CCA Conference funds.

Joan K Cordova, Hourly Instructor (OCC), to attend the Equity & Diversity Institute, February 19 - 20, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$275, to be paid from CCA/CTA Union funds.

Joan K Cordova, Hourly Instructor (OCC), to attend the CMC3 37th Annual Fall Conference, December 10 - 12, 2009, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$135, travel by Air Coach, to be paid from CCA/CTA Union funds.

Ding-Jo H Currie, Interim Chancellor (CCCD), to attend the Meeting with State Chancellor Jack Scott and College Board representatives to discuss statewide matriculation and assessment solutions, November 16, 2009, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency, the College Board. Request for ratification is submitted to the November 18, 2009 Board Meeting because the timely need to meet with the State Chancellor arose after the prior Board Meeting.

Carol L Flowers, Instructor (OCC), to attend the Teachers of Accounting at Two-Year Colleges, May 12 - 16, 2010, Carefree, AZ, 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.

Kimberly L Garrison, Hourly Instructor (OCC), to attend the Parliament of the World's Religions, November 29 - December 12, 2009, Melbourne, Australia without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$339, travel by Air Coach, to be paid from CFE/AFT Professional Development funds; attendee will use vacation time for additional days.

Sheila E Hostetler, Hourly Instructor (OCC), to attend the Pacific Southwest Academy of Legal Studies in Business Annual Conference, February 19 - 21, 2010, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$150, to be paid from CFE/AFT Professional Development funds, to be reimbursed for lodging due to late night and early morning meetings.

Nancy S Jones, Instructor (CCC), to attend the Statewide Careers Pathways Steering Committee Meeting, November 20, 2009, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Agency.

Rita D Powell, Hourly Counselor (CCC), to attend the Consortium of Southern California Colleges and Universities, December 4, 2009, Westlake Village, CA, without loss of salary, with reimbursement for allowable

Additional Administrative Content

Created on 11/02/2009 at 08:33 AM by Jane Burton. Last updated on 11/12/2009 by Jane Burton.

3.02.01 Authorization for Student Trips - Coastline Community College

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type:
Public Access: Yes

Agenda Item Content

**3.02.01 Authorization for Student Trips -
Coastline Community College**

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.

NONE

Additional Administrative Content

Created on 11/22/09 at 06:53 AM by Laura S. Hancock. Last updated on 11/12/2009 by Jodi Rodriguez.

3.02.02 Authorization for Student Trips - Golden West College

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content

3.02.02 Authorization for Student Trips - Golden West College

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.

Softball Team Tournament

Location: Yuma, Arizona
 Date(s): February 4 – 6, 2009
 Department: PE/Athletics
 Cost/purpose/funding source: NTE \$2,000 for lodging from Fundraising funds.

Women's Softball Team Tournament

Location: Santa Barbara, CA
 Date(s): March 26 – 28, 2009
 Department: PE/Athletics
 Cost/purpose/funding source: NTE \$1,000 for lodging from Fundraising funds.

Away Athletic Contests (day trips)

Location: Various
 Date(s): Spring 2010
 Department: PE
 Cost/purpose/funding source: \$6,000 for entry fees from trust/auxiliary funds.

Away Conference Athletic Contests

Location: Various
 Date(s): Spring 2010
 Department: PE
 Cost/purpose/funding source: \$10,000 for meals from ASB funds.

Mi Casa Club Presentation at La Voz Parent Meeting

Location: Ocean View High School
 Date(s): October 21, 2009
 Department: Student Activities
 Cost/purpose/funding source: No cost to the college.

Peace, Mind and Body Club and Peace Studies Program Hiking Trip to Laguna Coast Wilderness Park

Location: Laguna Beach, California
 Date(s): November 22, 2009
 Department: Student Activities
 Cost/purpose/funding source: No cost to the college.

Additional Administrative Content

3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.02.03 Authorization for Student Trips - Orange Coast College

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: Snowboarding/Skiing Trips by the OCC Snowriders Club

Location: Bear Mountain, Big Bear, and Wrightwood, CA

Date: Every Thursday and Sunday of the 2009-2010 snow season; December 6, 2009, through March 28, 2010

Department: Snowriders Club/Associated Students of OCC

Cost/Purpose/Funding Source: Paid by participants and club funds

Transportation: District/Personal Vehicles

Additional Administrative Content

Created on 11/18/2009 at 10:57 AM by Christine Wilson. Associated Files: 11/18/2009 3.02.03 Authorization

3.03 GENERAL ITEMS

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.03 General Items

Additional Administrative Content

Created on 11/02/2009 at 08:38 AM by Jodi Rodriguez. Last updated on 11/18/2009 by Jodi Rodriguez.

3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content**3.03.01 Authorization for Special Projects -
Coastline Community College****Leadership Institute Spring Workshop**

Date: February 26, 2010; 9:00 – 11:30 a.m. or 1:30 – 4:00 p.m.

Location: Garden Grove Center

Department: Leadership Development

Purpose: To help develop and strengthen leadership qualities in faculty and staff.

Cost/purpose/funding source: No cost to participants, College, or District

Parliamentary Procedures Workshop for SAC Executive Board and Elected Officers

Date: October 24, 2009; 9:00 a.m. to 4:00 p.m.

Location: Garden Grove Center

Department: Student Advisory Council

Purpose: Provide workshop on parliamentary procedures and the Brown Act

Cost/purpose/funding source: Annual SAC training workshop/NTE \$1,000/SAC funds

Foundation Holiday Reception

Date: December 10, 2009; 5:30 – 7:30 p.m.

Location: CCCD offices

Department: Foundation

Purpose: Thank donors and friends

Cost/purpose/funding source: NTE \$5,000; Foundation funds

Classified Council Holiday Boutique Scholarship Fundraiser

Date: December 10, 2009; 11:00 a.m. – 4:00 p.m.

Location: College Center

Department: Classified Council

Purpose: To raise funds for Classified scholarships

Cost/purpose/funding source: No cost to College or District

Additional Administrative Action

Created: 11/02/2009 by 60883 A.V. by Lewis Swanson. Last updated: 11/12/2009 by Lewis Swanson.

3.03.02 Authorization for Special Projects - Golden West College

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content**3.03.02 Authorization for Special Projects - Golden West College****High School Preview Day**

Date: March 3, 2010

Department: Counseling

Purpose: Local area high school seniors along with their counselors to visit GWC for college information

Cost/purpose/funding source: \$19,300 for supplies, printing, transportation, and other services from Outreach funds and Associated Students funds.

GWC Theater Department presents Student Directed plays

Date: May 14 2010 – May 15 2010

Department: Theater

Purpose: GWC Theater presents Student Directed Plays

Cost/purpose/funding source: \$5 - \$7 ticket sales to cover refreshments, supplies, and printing NTE \$1,000 from Theater Income funds.

Fall Athletic Home Games

Date: Spring 2010

Department: PE

Purpose: Home athletic games

Cost/purpose/funding source: \$20,000 for paying officials, linespeople, scorekeepers, announcers, chaincrew, and other related expenses associated with holding a home game from auxiliary funds.

Coaching for Retention and Success in Health Care Workshop

Date: February 19 and 22, 2010

Department: Health Professions-RHORC

Purpose: Regional workshops for managers, supervisors, and preceptors in healthcare settings to demonstrate and practice coaching and communication skills to increase retention and promote success for health care workers.

Cost/purpose/funding source: \$5,000 for workshop coordination through NOCCCD Workplace Learning Resource Center, workshop supplies, materials, and catering at Saddleback Memorial Medical Center and Redlands Community Hospital, from RHORC Trust.

Golden West Baseball Camp

Date: Dec. 21-24 and 28-31, 2009

Department: PE/Athletics

Purpose: Training for youngsters by the Golden West Baseball Staff and players; co-sponsored by Golden West Athletics.

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

Student Recognition Luncheon

Date: December 10, 2009

Department: Re-Entry/CalWORKs

Purpose: To acknowledge graduating Re-Entry and CalWORKs students.

Cost/purpose/funding source: \$1,250 for food, supplies and printing from TANF or Associated Student Funds or General Fund.

GWC Throwing Clinic
Date(s): December 19-20, 2009
Department: PE
Purpose: Fundraiser for GWC Track Program
Cost/purpose/funding source: No cost to the college

Free Mammogram Screening
Date(s): December 9, 2009, January 11, 2010, June 16, 2010 and October 6, 2010
Department: Student Health Service
Purpose: Free Mammograms provided to the community by YWCA of North Orange County offered at the GWC student health center.
Cost/purpose/funding source: No cost to the college

Additional Administrative Content:

Created on 11/02/2009 at 08:13 AM by Chris H. H. Last updated on 11/12/2009 by Chris H. H.

3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content**3.03.03 Authorization for Special Projects - Orange Coast College****Holiday Ceramic Sale**

Date: December 4-5, 2009
 Department: Art Department/Visual and Performing Arts
 Purpose: Students to provide ceramics artwork for sale
 Cost/Purpose/Funding: No cost to the college

Classroom Activities

Date: November 19, 2009, through May 30, 2010
 Department: Visual and Performing Arts
 Purpose: Provide refreshments to students and faculty during classroom activities to include, but not limited to, rehearsals, demonstrations, set building and lighting, introduction mixer for theater and film students, theater, art, DMAD, photo, music, film/video, and dance classes.
 Cost/Purpose/Funding Source: NTE \$150 per activity from ASOCC and ancillary funds; receipts and invoices to be provided

Student Government Town Hall Meetings

Date: November, 2009-June, 2010
 Department: Associated Students/Student Government
 Purpose: Town Hall style meetings for students to address Student Government
 Cost/Purpose/Funding Source: NTE \$1,000 from ASOCC funds

"An Evening with Carl Wilkens, Witness to Genocide"

Date: December 10, 2009
 Department: OCC Amnesty International Student Club
 Purpose: Raise awareness for a humanitarian issue and give 1,000 students an opportunity to make a fiscal contribution that will have a tangible effect on the world
 Cost/Purpose/Funding Source: No cost to the college

Volunteer Income Tax Assistance Program (VITA)

Date: Training of volunteers every Saturday, January 9-February 2010; tax preparation services on the following Saturdays: February 20 and 27, and March 6-20, 2010
 Department: Business and Computing Division
 Purpose: Tax preparation assistance
 Cost/Purpose/Funding Source: No cost to the college

All Campus Holiday Gathering

Date: December 10, 2009
 Department: President's Office
 Purpose: Campus holiday event to include gift basket opportunity drawing with profits to benefit the OCC Book Scholarship Program; recognition plaques; food; and other related expenses
 Cost/Purpose/Funding Source: NTE \$3,000 to be paid from President's ancillary/Staff Development/Foundation funds
 Revision to Board item to increase amount of expenses. Original Board approval date 11/4/09.

3.03.04 Authorization for Special Projects - District

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.04 Authorization for Special Projects - District

CCCD Foundation will host a reception during the Newport Beach Boat Parade on an Orange Coast College School of Sailing and Seamanship boat. Attendees will include CCCD Board of Trustees and administration members and board members from local high school districts. The total amount will include food, drinks, paper goods and a small gift for every attendee. Amount not to exceed \$2,500 to be paid by the CCCD Foundation's Chancellor Hospitality Funds.

Fiscal Impact: \$2,500.00

Additional Administrative Content

Action/Agenda Details

Motion:

Created on 11/18/2009 at 10:03 AM by Lynnanna Minton. Last updated on 11/12/2009 by Joel Rodriguez.

3.03.05 Authorization for Disposal of Surplus

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.05 Authorization for Disposal of Surplus



Surplus111809.pdf

Additional Administrative Content

Generated: 11/18/2009 10:33 AM by: CCCC Public Information System 11/18/2009 by: J. Rodriguez

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ORANGE COAST COLLEGE				
Chair	---	---	---	P
Bookcase	---	---	---	P
Register Cart	9046664	---	---	P
Register Cart	9046665	---	---	P
Register Cart	9046666	---	---	P
Register Cart	9046667	---	---	P
Plotter	9056330	C3195A	ESA6710762	P
Cart	---	---	---	P
Television	9024109	CT-2786YD	LC81050148	P
VCR	OCAV26-710	XA-505	511727580	P
Cart	---	---	---	P
Television	9024107	CT-2786YD	LC81050140	P
VCR	OCAV26-733	XA-505	512729216	P
Cart	---	---	---	P
Television	9041240	XM-2710	617228	P
VCR	9021930	SVO-1250	11116	P
Monitor	9058064	P1130	MX-06D251-47741-32K-60LE	P
Computer	9053746	WHL	CP6F621	I
Chair	---	5209	---	I
Chair	---	---	---	I
Table	---	---	---	P
Plastic Tray Holders (3)	---	---	---	P
Metal tray Holders (2)	---	---	---	P
Suitcase	---	---	---	P
Paper Trays (2)	---	---	---	P
Box Blank VHS Tapes	---	---	---	P
Chair	---	---	---	P
Surveillance Camera	9071381	HCCWD484	I039000195	I
Printer	9060233	3450	PMY104777	I
Printer	9058999	4400N	LDT015774	I
Printer	9024331	C3982A	USDF002053	I
Scanner	9045912	L1910A	CN48TSA1SV	I
Zip Drive	---	---	---	P
CD Burner	---	---	---	P
Mimio Digital Meeting Assistant	---	---	---	P

3.03.06 Authorization to Apply for Funded Programs

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content

3.03.06 Authorization to Apply for Funded Programs

(Funded Programs that include Resolutions are listed in the Resolution section of the Action pages)

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

Coast Community College District has been awarded funding for the California Community Colleges Chancellor's Office Career Technical Education grant titled "**Equipment for Nursing and Allied Health Program**". The purpose of these funds is to add video capability to the human simulation nursing skills lab at Golden West College (GWC) and to purchase a multi platform ultrasound machine to serve the Diagnostic Medical Sonography (DMS) and Cardiovascular (CVT) scanning labs at Orange Coast College (OCC). In addition to the nursing shortage which has been frequently described in literature, there is also an identified labor market shortage of allied health workers in the DMS and CVT programs. This project will provide funds to purchase equipment in nursing and allied health programs to address these shortages. **(Previous Board Approval: May 7, 2008)**

Fiscal Impact: Coast Community College District has been awarded \$163,700 between April 1, 2008, to and including November 30, 2009. No matching funds required. **This grant has received an extension. Performance funding is from April 1, 2008 to and including March 31, 2010 with a final report due by April 30, 2010.**

Coast Community College District has been awarded funding for the California Community Colleges Chancellor's Office Governor's Career Technical Education Initiative (SB70/SB1133) grant titled "**Career Technical Education Community Collaborative**". The Coast Community College District is the lead administrative partner for this CTE Community Collaborative project. The key community college participants include Coastline Community College, Cypress College, Fullerton College, Golden West College, NOCCCD School of Continuing Education, Orange Coast College, and Saddleback College. Additional partners in the regional collaborative and the Career Pathways programs include business and industry representatives, county ROP's, the Orange County Workforce Investment Board along with secondary education specialists from middle and high schools which include Garden Grove, Huntington Beach, Newport-Mesa, as well as other local Orange County school Districts. The role of CCCD will be to foster a meaningful educational process among these entities that introduces a closer relationship with middle schools, the introduction of new goals and new assessment systems for measuring progress, provision of enhanced technical learning for faculty members, and the introduction of professional development programs and opportunities designed to strengthen the skills of all staff associated with this CTE-Community Collaborative program. Additionally, our community college partners as listed above, through subgrantee agreements with the District Office, will work with their local high school and ROP partners on the grant approved CTE Sector Pathways to create new and/or enhance existing pathway partnerships. All oversight of this grant and subgrantee agreements will be handled through the District Educational Services department. **(Previous Board Approval: July 15, 2009)**

Fiscal Impact: Coast Community College District will receive \$369,700 for the 1st year and \$400,000 for the 2nd year. The 1st year of the grant is between June 1, 2008, to and including January 31, 2010. The 2nd year of the grant is between February 1, 2009, to and including August 31, 2010. There are matching

funds of 10% required for this funding. **This grant has applied for an extension for year 1. The new Performance funding period for year 1 will be from June 1, 2008, to and including March 31, 2010 with a final report due by April 30, 2010.**

Coastline College has received funding for the California Department of Education (CDE) Workforce Investment Act, Title II: Adult Education and Family Literacy Act, English Literacy and Civics Education Program grant titled "**EL Civics and Section 231 English as a Second Language (ESL)**". EL Civics and ESL 231 target non-native English speakers and provide supplemental funding to support the adult education and literacy instruction necessary to serve California's adults. A second focus is to assist adults in mastering the civic institutions and citizenship preparation skills necessary to become successful participants in American society.

Fiscal Impact: This grant is formula driven, based on the number served the previous year and the Federal Budget allocation for Adult Education. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly. Current allocation for 2009-2010 is \$95,828.

Additional Administrative Content

Created on 11/02/2009 at 09:53 AM by Ramee Hamby. Last update on 11/12/2009 by Jodi Rodriguez

3.03.07 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content

3.03.07 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

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

ASTRONOMY: OBSERVATIONS AND THEORIES
 State Board for Community & Technical Colleges (WA)
 Term of Agreement: September 1, 2009 – December 31, 2009

CHILD DEVELOPMENT: STEPPING STONES
 State Board for Community & Technical Colleges (WA)
 Term of Agreement: September 1, 2009 – December 31, 2009

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD
 State Board for Community & Technical Colleges (WA)
 Term of Agreement: September 1, 2009 – December 31, 2009

CYCLES OF LIFE: EXPLORING BIOLOGY
 State Board for Community & Technical Colleges (WA)
 Term of Agreement: September 1, 2009 – December 31, 2009

FACES OF CULTURE – REVISED
 State Board for Community & Technical Colleges (WA)
 Term of Agreement: September 1, 2009 – December 31, 2009

HUMANITIES THROUGH THE ARTS
 State Board for Community & Technical Colleges (WA)
 Term of Agreement: September 1, 2009 – December 31, 2009

TRANSITIONS THROUGHOUT THE LIFE SPAN
 State Board for Community & Technical Colleges (WA)
 Term of Agreement: September 1, 2009 – December 31, 2009

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. [Telecourses.pdf](#)

Additional Administrative Content

3.03.08 Approval of Clinical Contracts - Orange Coast College

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content**3.03.08 Approval of Clinical Contracts - Orange Coast College**NEW

USC University Hospital and Norris Cancer Hospital Non-Standard Clinical Affiliation Agreement
 Los Angeles, CA
 Term: November 19, 2009, to November 18, 2011.
 Compensation: None
 (See Attachment # 3)

RENEWAL

Ocean View School District Standard Educational Clinical Affiliation Agreement
 Huntington Beach, CA
 Term: November 19, 2009, to November 15, 2014
 Compensation: None

Placentia-Yorba Linda Unified School District Standard Educational Clinical Affiliation Agreement
 Los Angeles, CA
 Term: November 19, 2009, to November 1, 2014
 Compensation: None



University Hospital Agreement.pdf

Additional Administrative Comment

Created on 11/12/2009 at 08:35 AM by Lynn M. Miller, Last Modified on 11/22/09 by Joel Rodriguez

3.03.09 Approval of Standard Agreements - Coastline Community College

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content

3.03.09 Approval of Standard Agreements - Coastline Community College

Approve Standard Subcontractor Agreements for Military Programs

Subcontractor Name: Dallas County Community College District, Dallas Telecollege
 Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE)
 Payment Schedule/Compensation: Undergraduate courses: \$149/semester hour
 Initial Term of Agreement: October 1, 2009 – September 30, 2010
 Source of Funding: Contract Education revenue

Subcontractor Name: Governors State University
 Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE)
 Payment Schedule/Compensation: Undergraduate courses: \$216.34/semester hour
 Initial Term of Agreement: October 1, 2009 – September 30, 2010
 Source of Funding: Contract Education revenue

Subcontractor Name: Thomas Edison State College
 Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE)
 Payment Schedule/Compensation: Undergraduate courses: \$184.32/semester hour
 Initial Term of Agreement: October 1, 2009 – September 30, 2010
 Source of Funding: Contract Education revenue

Approve Standard Student Intern Placement Agreement

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

Intern/Institution: L'Oreal Battistelli
 Scope: Gain knowledge and experience related to instructional design, instructional systems development and project management
 Department: Instructional Systems Development
 Term: November 19, 2009 – June 30, 2010
 Cost/Source of funds: N/A, unpaid/nonsponsored

Intern/Institution: Kristi Smemoe
 Scope: Gain knowledge and experience related to instructional design, instructional systems development and project management
 Department: Instructional Systems Development
 Term: November 19, 2009 – June 30, 2010
 Cost/Source of funds: N/A, unpaid/nonsponsored

3.03.10 Approval of Standard Agreements - Golden West College

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content**3.03.10 Approval of Standard Agreements - Golden West College****Approve Standard Agreement with Kinder Care to Cover Child Care Payment for CalWORKs Student, Myramay Gadia**

After review by the College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the standard agreement between Kinder Care and the Coast Community College District for covering child care payment for CalWORKs student, Myramay Gadia, from 8/31/09 through 6/30/2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$8608.36 (tentative yearly estimate) paid from SCW Child Care CalWORKs funds.



Kinder Care Agreement.pdf

Additional/Administrative Content

Created on 11/03/2009 at 03:00 PM by Chitra Pillay, District Office of 11/2/2009, mabel.rosales

3.03.11 Approval of Standard Agreements - Orange Coast College

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content**3.03.11 Approval of Standard Agreements - Orange Coast College**

Approve Standard Childcare Agreement between the West County Family YMCA and the Coast Community College District for the purpose of Subsidizing Childcare Placement for an OCC CalWORKS Program Eligible Student

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between the West Valley Family YMCA and the Coast Community College District for the purpose of subsidizing childcare placement for an OCC CalWORKS program eligible student from August 31, 2009, through June 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Fee of \$5,000 (tentative yearly estimate) to be paid by the OCC CalWORKS program

Approve Standard Childcare Agreement between Suzie Davis and the Coast Community College District for the purpose of Subsidizing Childcare Placement for an OCC CalWORKS Program Eligible Student

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between Suzie Davis and the Coast Community College District for the purpose of subsidizing childcare placement for an OCC CalWORKS program eligible student from July 1, 2009, through June 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Fee of \$8,900.00 (tentative yearly estimate) to be paid by the OCC CalWORKS program

Approve Standard Childcare Agreement between Jesus Nuno and the Coast Community College District for the purpose of Subsidizing Childcare Placement for an OCC CalWORKS Program Eligible Student

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between Jesus Nuno and the Coast Community College District for the purpose of subsidizing childcare placement for an OCC CalWORKS program

eligible student from July 1, 2009, through June 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Fee of \$6,800.00 (tentative yearly estimate) to be paid by the OCC CalWORKS program

Approve Standard Agreement for Contracted Educational Services between the United States Marine Corps/Camp Pendleton and the Coast Community College District for the purpose of offering Instruction in Residential Electrical (CNST A275)

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between the United States Marine Corps/Camp Pendleton and the Coast Community College District for the purpose of offering instruction in Residential Electrical as requested by the USMC for the period November 18, 2009, through December 18, 2009. Instruction will take place at Orange Coast College. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: OCC to receive \$20,650 for this contract. Net proceeds will go to the OCC/USMC account after direct costs of the program.

Approve Standard Agreement for a Student Internship Agreement between Cal State University San Bernardino and the Coast Community College District for the purpose of placing Isabel Torres as an unpaid student intern on the Orange Coast College campus

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between Cal State University San Bernardino and the Coast Community College District for the purpose of placing Isabel Torres as an unpaid student intern on the Orange Coast College campus for the period November 19, 2009, through May 31, 2010.

Fiscal Impact: None

Additional Administrative Content

Created on 11/18/2009 at 03:00 PM by Lynn Hanrahan. Last update on 11/12/2009 by Jessi Escobedo.

3.03.12 Approval of Standard Agreements - District

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content:

3.03.12 Approval of Standard Agreements - District

NONE

Additional Administrative Content:

Created on: Nov 23, 2009 at 08:00 P.M. by: CCCDBG, Last updated on: 11/24/09 by: Jodi Rodriguez

3.03.13 Authorization for Purchase of Institutional Memberships - Coastline Community College

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

**3.03.13 Authorization for Purchase of Institutional Memberships -
Coastline Community College**

RENEWAL

Name and Acronym: Recording for the Blind and Dyslexic Institutional Membership Program (RFB&D)
Term of Membership: December 11, 2009 – December 10, 2010
Cost: \$350
Purpose: Membership keeps Coastline in compliance with State and Federal laws for students with disabilities.

Additional Administrative Content

Created on 11/18/2009 at 12:41 PM by [unreadable] [unreadable] [unreadable] [unreadable] [unreadable] [unreadable] [unreadable]

3.03.14 Authorization for Purchase of Institutional Memberships - Golden West College

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content

**3.03.14 Authorization for Purchase of Institutional Memberships -
Golden West College**

NONE

Additional Administrative Content

Created on 11/02/2009 at 08:33 AM by Christina Irvin. Last updated on 11/12/2009 by Noel Rodriguez.

3.03.15 Authorization for Purchase of Institutional Memberships - Orange Coast College

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.15 Authorization for Purchase of Institutional Memberships - Orange Coast College

RENEWAL

Name and Acronym: Academic Senate for California Community Colleges

Term of Membership: 2009 – 2010

Cost: \$3,832.56

Purpose: The Academic Senate for California Community Colleges is the governance body that represents all California community colleges. Membership provides a means to represent faculty at all state legislative meetings and allows faculty and administrators to stay current in procedures, policies, and matters of record pertinent to academic issues in California and across the nation.

Name and Acronym: American Association for State and Local History (AASLH)

Term of Membership: December 1, 2009 – November 30, 2010

Cost: \$100.00

Purpose: Membership provides leadership and support for its members who preserve and interpret state and local history in order to make the past more meaningful to all Americans. AASLH membership provides the Archives Department with discounts on PastPerfect Museum software and related databases.

Additional Administrative Comment

Created on 11/18/2009 10:58:17 AM by [redacted] Updated on 11/22/09 by [redacted]

3.03.16 Authorization for Purchase of Institutional Memberships - District

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

**3.03.16 Authorization for Purchase of Institutional Memberships -
District**

NONE

Additional Administrative Content

Created on 11/02/2009 at 11:38 AM by CCCDAdvc, last updated on 11/12/2009 by Jodi Rodriguez

3.03.17 Authorization for Sailing Program - Orange Coast College

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.03.17 Authorization for Sailing Program - Orange Coast College**

The following non-credit classes will be offered by the Marine Programs Office during the period of November 19, 2009 – June 30, 2010. 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 EXPERTS

BASIC SAFETY TRAINING (STCW Certificate); FEE: \$750 to \$895, 12 to 14 hours,

ADD PRESENTER: Brett McAllister, Debbie Dunne, Armando Eason (F) (prior approval Sept 30, 2009)

Additional Administrative Content

Created on 11/18/2009 10:45:34 AM by System Administrator on 11/18/2009 by Jcal Rodriguez

3.03.18 Authorization for Off-Campus Assignment - Coastline Community College

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

**3.03.18 Authorization for Off-Campus Assignment -
Coastline Community College**

Name: Dills, Ruth
Title: EOPS Counselor/Coordinator
Organization: EOPS Association on Statewide Student Services Council Advisory Committee
Assignment: Committee member
Term: November 1, 2009 — June 30, 2010

Additional Administrative Content

Creation: 11/02/2009 at 08:33 AM by Laurie S. ... Last updated on 11/12/2009 by ...

3.04 PERSONNEL ITEMS

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.04 PERSONNEL ITEMS



Open.pdf

Additional Administrative Content

Created on 11/02/2009 10:08:34 AM by CCoD/H... was updated on 11/2/2009 by CCoD/H...

3.04 PERSONNEL ITEMS

3.04.01 Authorization for Leaves of Absence

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

Classified

Mc Donald, Patti, OCC, Adm/Records Tech III, 100% LOA/wop under the Family and Medical Leave Act of 1993, for 12 month period, start date to be determined, intermittent FMLA, not to exceed 12 weeks.

3.04.02 Authorization for Changes in Assignments, Academic Staff

It is recommended that authorization be given for the following changes in both contract and part-time assignments for academic personnel:

Faculty

Kuchek, Riki, OCC, Instructor, Mathematics, Reduced Load/Option Pre-Retirement Program, 53.3% Fall and Spring, effective 08/30/10 (Col. V, Step 26).

3.04.03 Certificated Staff Seniority Number Confirmation

In accordance with the established procedure for assignment and correction of seniority, as required by the California Education code, drawings have been held and numbers have been assigned. It is recommended that the following seniority numbers be confirmed.

<u>Start Date</u>	<u>Name</u>	<u>Number</u>	<u>Campus</u>
09/08/87	Hollinden, Jody	974.3	CCC

3.04.04 Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Sagen, Arthur J., CCC, to provide Curatorial Services in the Coastline Art Gallery, for the period 01/10/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 4.8 units per week, for 25 weeks, compensation to be \$12,000.00.

Wordes, John, GWC, to assist in the coordination and facilitation of special events/projects including College Preview Day, Scholarship and Awards Convocation, Chicano/Latino Day, Gala Fund Raiser, Commencement, Editor for Wavelength (GWC internal newsletter/magazine), and photographic support for GWC and Wavelength, for the period 02/01/10 to 05/30/10, to be paid at \$100.00 per unit, 7.188 units per week, for 16 weeks, compensation to be \$11,500.00.

Other Professional Experts

Lopez, Raya D., CCC, to provide Graphic/Design customization of the new website for the Business Education Statewide Advisory Committee, for the period 11/19/09 to 06/30/10, to be paid by timecard at \$10.00 per unit, 13.375 units per week, for 32 weeks, compensation to be \$4,280.00.

Nieman, Michelle J., CCC, to provide instructional design and technical writing/editing services for the Open Learning Language Initiative and various projects for the Instructional Systems Development

Department, for the period 12/10/09 to 02/09/10, to be paid by timecard at \$100.00 per unit, 5.61 units per week, for 8 weeks, compensation to be \$4,488.00.

Ruzzi, Nicholas, DIST, to create a hands-on project for a high school classroom in partnership with Coastline Community College's Digital Media Arts program, as part of the CTE Community Collaborative Year One Grant, for the period 11/19/09 to 12/31/09, to be paid by timecard at \$100.00 per unit, 3.33 units per week, for 6 weeks, compensation to be \$2000.00.

Revisions to Previous Board Actions

Carpenter, William, DIST, to complete the research and development of the District-wide Degree Audit Project, extend the period from 12/31/09 to 05/31/10, to be paid by timecard at \$100.00 per unit, for 12 weeks, increase compensation from \$15,000.00 to \$25,000.00.

Nieman, Michelle J., CCC, to provide instructional design and technical writing/editing services for ESL for Nurses Project for Instructional Systems Development Department, for the period 11/10/09 to 02/09/10, to be paid by timecard at \$100.00 per unit, 7.99 units per week, for 12 weeks, increase compensation from \$5,569.00 to \$9,588.00.

Pulichino, Joseph P., CCC, to provide ESL Instructional Services and ESL Exam Assessment Services for the Contract Education Not-for-Credit Early College High School China Program, extend period from 09/03/09-12/31/09 to 09/03/09-01/31/10, to be paid by timecard at \$100.00 per unit, 16.705 units per week, for 20 weeks, increase compensation from \$31,410.00 to \$33,410.00.

3.04.05 Approval of Classified Staff Longevity Payments

It is recommended that the individuals listed below be granted a longevity payment consistent with CFCE bargaining agreement Article 19.2 in the amounts indicated for the 2009-10 year and authorization given to make necessary additions and changes, such to be brought for validation at future board meetings.

Emp_Name	Senr_Date	Senr_Amt	Long_Pct	Annual_Sal	FTE	Long_Amt
Acevedo, Phyllis	11/1/1995	14y 1m	7.25	55,677.00	1.000	1,759.57
Ader, Dianna	9/21/1992	17y 2m	10.00	40,931.00	1.000	2,427.00
Agag-Maxwell, Diana	1/20/2004	5y 10m	1.50	53,001.96	1.000	364.05
Aguillon, Jessica	8/13/1997	12y 3m	7.25	17,593.90	0.563	989.76
Aistrich, Darian	5/2/2002	7y 6m	3.00	74,868.96	1.000	728.10
Ajbani, Minal	6/14/2004	5y 5m	1.50	61,497.96	1.000	364.05
Akiona, Amy	8/13/2001	8y 3m	3.00	53,001.96	1.000	728.10
Alatorre, Patricia	1/20/2000	9y 10m	4.50	53,001.96	1.000	1,092.15
Alcala, Jesus	7/12/2004	5y 4m	1.50	55,677.00	1.000	364.05
Alcala, Norma	4/29/1996	13y 7m	7.25	53,001.96	1.000	1,759.57
Allen, Blair	11/4/1991	18y 0m	10.00	73,020.96	1.000	2,427.00
Allen, Timothy	8/16/2004	5y 3m	1.50	51,770.04	1.000	364.05
Allen, William	1/4/1999	10y 10m	4.50	55,677.00	1.000	1,092.15
Alu, Tom	6/16/1994	15y 5m	7.25	50,445.96	1.000	1,759.57
Alvarez, Daniel	1/18/2005	4y 10m	1.50	19,047.50	0.500	182.03
Amitoelau, Sylvia	8/1/2003	6y 4m	1.50	93,405.00	1.000	364.05
Anderson, Jacqueline	11/3/2003	6y 0m	1.50	44,169.00	1.000	364.05
Anderson, Rayline	1/2/2001	8y 10m	3.00	39,089.00	1.000	728.10
Anderson, Valerie	3/12/2001	8y 8m	3.00	57,093.00	1.000	728.10
Andrews, Pamela	3/19/1984	25y 8m	13.00	44,652.96	1.000	3,155.10
Anguis, Jenny	1/4/2000	9y 10m	4.50	55,677.00	1.000	1,092.15
Anzaldo, Maria	6/28/1999	10y 5m	4.50	46,803.36	1.000	1,092.15
Aper, Dorothy	8/10/1994	15y 3m	7.25	59,964.00	1.000	1,759.57
Apodaca, Angela	6/25/1991	18y 5m	10.00	50,445.96	1.000	2,427.00

Araujo, Margaret	11/10/2003	6y 0m	1.50	35,388.20	1.000	364.05
Arbizo, Lydia	7/17/2000	9y 4m	4.50	69,499.08	1.000	1,092.15
Area, Sheryl	6/22/1992	17y 5m	10.00	66,165.00	1.000	2,427.00
Arroyo, Gabriel	4/16/1990	19y 7m	10.00	54,327.00	1.000	2,427.00
Arroyo, Jorge	1/5/2004	5y 10m	1.50	59,964.00	1.000	364.05
Arroyo, Leticia	8/3/1998	11y 3m	4.50	48,086.04	1.000	1,092.15
Atuatasi, Fred	11/4/2004	5y 0m	1.50	44,652.96	1.000	364.05
Auduong, Anh	5/1/1981	28y 7m	13.00	74,868.96	1.000	3,155.10
Avalos, Mary	1/4/1999	10y 10m	4.50	66,165.00	1.000	1,092.15
Avila Moreira, Nicolas	11/19/2001	8y 0m	3.00	51,770.04	1.000	728.10
Bach, Bebe	1/13/1989	20y 10m	10.00	55,677.00	1.000	2,427.00
Backley, Carolene	6/11/1990	19y 5m	10.00	55,677.00	1.000	2,427.00
Badenoch, Sandra	1/20/1998	11y 10m	4.50	55,677.00	1.000	1,092.15
Barcenas, Jose	9/8/1986	23y 2m	13.00	59,964.00	1.000	3,155.10
Barker, Linda	8/2/2004	5y 3m	1.50	51,770.04	1.000	364.05
Barrera, Esteban	7/20/1998	11y 4m	4.50	49,280.04	1.000	1,092.15
Barry, Nancy	9/7/2000	9y 2m	4.50	53,001.96	1.000	1,092.15
Bayes, Chauncey	3/22/1999	10y 8m	4.50	64,512.96	1.000	1,092.15
Beale, Michael	10/23/2000	9y 1m	4.50	55,677.00	1.000	1,092.15
Bednarski, Christina	8/23/1990	19y 3m	10.00	39,751.56	0.750	1,820.25
Beihl, Marla	2/4/1999	10y 9m	4.50	18,153.50	0.500	546.08
Belk, Elmer	5/6/1996	13y 6m	7.25	42,075.24	0.875	1,539.62
Benavides, Olga	10/15/1980	29y 1m	13.00	55,677.00	1.000	3,155.10
Bernard, Becky	8/5/1997	12y 3m	7.25	27,549.39	0.625	1,099.73
Bethel, Lorri	4/25/2005	4y 7m	1.50	53,001.96	1.000	364.05
Bevington, Pamela	1/5/1998	11y 10m	4.50	37,533.24	0.725	791.81
Blackman, Darin	7/23/1992	17y 4m	10.00	93,405.00	1.000	2,427.00
Blake, Janis	10/12/1992	17y 1m	10.00	61,497.96	1.000	2,427.00
Boelzner, Joyce	9/30/1998	11y 2m	4.50	39,089.00	1.000	1,092.15
Borkenhagen, Brian	8/1/1988	21y 4m	10.00	66,935.99	1.000	2,427.00
Bowman, Laurie	8/18/1988	21y 3m	10.00	36,064.56	0.750	1,820.25
Boyle, Robin	7/1/2004	5y 5m	1.50	51,770.04	1.000	364.05
Brady, Paula	11/27/2000	9y 0m	4.50	73,952.04	1.000	1,092.15
Brahmbhatt, Harshad	5/22/1998	11y 6m	4.50	53,001.96	1.000	1,092.15
Brahmbhatt, Jashavant	11/20/1997	12y 0m	7.25	61,497.96	1.000	1,759.57
Brahmbhatt, Ravindra	3/7/2005	4y 8m	1.50	53,001.96	1.000	364.05
Brazney, Suzanne	10/10/2002	7y 1m	3.00	55,677.00	1.000	728.10
Brenner, Candace	9/6/1976	33y 2m	13.00	55,677.00	1.000	3,155.10
Bricca, Renza	8/23/2001	8y 3m	3.00	57,093.00	1.000	728.10
Bright, Daniel	8/15/1984	25y 3m	13.00	68,149.92	1.000	3,155.10
Broberg, Scott	9/12/1994	15y 2m	7.25	63,006.00	1.000	1,759.57
Brown, Patricia	5/22/1996	13y 6m	7.25	51,770.04	1.000	1,759.57
Bryant, Anthony	2/27/2005	4y 9m	1.50	48,080.76	1.000	364.05
Bui, Thuy	9/17/2001	8y 2m	3.00	31,278.00	1.000	728.10
Bunnell, Dave	4/22/2005	4y 7m	1.50	44,652.96	1.000	364.05
Burton, Jane	9/30/2004	5y 2m	1.50	49,034.28	0.750	273.04
Busser, Liza	12/19/2004	4y 11m	1.50	50,445.96	1.000	364.05
Camody, Laurie	3/2/1984	25y 8m	13.00	55,677.00	1.000	3,155.10
Campbell, Rosalind	1/4/2001	8y 10m	3.00	53,831.04	1.000	728.10
Cardinali, Edith	6/20/1966	43y 5m	13.00	66,165.00	1.000	3,155.10
Carey, Michael	5/25/1985	24y 6m	13.00	84,582.96	1.000	3,155.10
Carranza, Oscar	10/28/1998	11y 1m	4.50	48,040.68	1.000	1,092.15
Carrizo, Michael	1/6/1997	12y 10m	7.25	55,677.00	1.000	1,759.57

Carroll, Kym	7/16/1998	11y 4m	4.50	48,086.04	1.000	1,092.15
Carter, John	5/1/2004	5y 7m	1.50	51,038.02	1.000	364.05
Carter, Le	2/18/1992	17y 9m	10.00	52,968.24	1.000	2,427.00
Cassens, Diane	10/7/1991	18y 1m	10.00	42,039.00	1.000	2,427.00
Cavanagh, Robert	8/20/2001	8y 3m	3.00	48,717.90	1.000	728.10
Cavella, Penny	4/1/1992	17y 8m	10.00	51,770.04	1.000	2,427.00
Cervantes, Aureliano	10/15/2001	8y 1m	3.00	51,038.02	1.000	728.10
Cervantes, Rachel	6/26/2000	9y 5m	4.50	55,677.00	1.000	1,092.15
Chaney, Douglas	3/25/2002	7y 8m	3.00	59,964.00	1.000	728.10
Chapman, Robyn	7/3/2000	9y 4m	4.50	61,497.96	1.000	1,092.15
Chauhan, Deepak	11/19/1990	19y 0m	10.00	71,238.00	1.000	2,427.00
Chen, Linda	8/27/1979	30y 3m	13.00	55,677.00	1.000	3,155.10
Chesney, Heather	1/10/1996	13y 10m	7.25	50,445.96	1.000	1,759.57
Chotima, Poomchai	10/16/1991	18 yr 1m	10.00	55,677.00	1.000	1820.25
Chung, Cidney Chau	3/10/2005	4y 8m	1.50	45,753.00	1.000	364.05
Churan, Rex	4/13/1997	12y 7m	7.25	51,598.80	1.000	1,759.57
Cilley, Brock	8/17/1984	25y 3m	13.00	66,110.28	1.000	3,155.10
Clark, John	8/15/1994	15y 3m	7.25	82,512.00	1.000	1,759.57
Clarke, Christy	1/11/1999	10y 10m	4.50	45,753.00	1.000	1,092.15
Clausen, Carolyn	11/20/2001	8y 0m	3.00	55,677.00	1.000	728.10
Clevenger, Julia	12/3/1990	18y 11m	10.00	61,497.96	1.000	2,427.00
Cline, James	7/1/1998	11y 5m	4.50	73,020.96	1.000	1,092.15
Cole, Randal	11/12/1985	24y 0m	13.00	93,405.00	1.000	3,155.10
Collins, Shirley	1/2/2002	7y 10m	3.00	61,497.96	1.000	728.10
Cong Huyen Ton Nu, T.	11/13/2001	8y 0m	3.00	31,278.00	1.000	728.10
Conley, Margaret	12/1/1988	21y 0m	10.00	50,445.96	1.000	2,427.00
Cooper, D	7/26/1999	10y 4m	4.50	58,496.04	1.000	1,092.15
Cortes, Barbara	3/16/1988	21y 8m	10.00	39,089.00	1.000	2,427.00
Cotter, Ray	2/1/2005	4y 10m	1.50	73,020.96	1.000	364.05
Crabtree, Anne	6/1/1992	17y 6m	10.00	44,645.50	1.000	2,427.00
Craig, Mark	7/1/1983	26y 5m	13.00	64,572.84	1.000	3,155.10
Crawford, Mary	11/24/2003	6y 0m	1.50	51,770.04	1.000	364.05
Crumsey, Marie	7/19/1993	16y 4m	7.25	51,770.04	1.000	1,759.57
Cruz, Baltazar	4/1/1998	11y 8m	4.50	43,538.04	1.000	1,092.15
Cruz, Eucario	2/22/1988	21y 9m	10.00	51,770.04	1.000	2,427.00
Cruz, Juan	3/4/1996	13y 8m	7.25	49,184.52	1.000	1,759.57
Cuevas, Daniel	5/6/1998	11y 6m	4.50	38,128.00	1.000	1,092.15
Curren, Alice	7/20/1995	14y 4m	7.25	51,770.04	1.000	1,759.57
Dahl, Craig	8/18/1997	12y 3m	7.25	49,184.52	1.000	1,759.57
Danci, Nicoleta	8/20/2001	8y 3m	3.00	47,492.80	0.800	582.48
Daniels, Anna	9/6/1993	16y 2m	7.25	55,677.00	1.000	1,759.57
Dasig, Alfredo	6/7/1990	19y 5m	10.00	48,040.68	1.000	2,427.00
Davis, Janice	2/10/1994	15y 9m	7.25	50,445.96	1.000	1,759.57
Day, David	1/3/1995	14y 10m	7.25	49,280.04	1.000	1,759.57
De Battista, Janice	4/25/1988	21y 7m	10.00	64,572.84	1.000	2,427.00
De Leon, Leopoldo	8/12/1975	34y 3m	13.00	62,962.20	1.000	3,155.10
De Pretto, Diane	11/28/1983	26y 0m	13.00	71,238.00	1.000	3,155.10
Deculit, Tim	2/13/2002	7y 9m	3.00	48,086.04	1.000	728.10
Delaney, Jeffrey	9/28/1998	11y 2m	4.50	51,770.04	1.000	1,092.15
Dick, Adele	5/24/1999	10y 6m	4.50	50,445.96	1.000	1,092.15
Dietrichson, Theresa	6/5/1990	19y 5m	10.00	55,677.00	1.000	2,427.00
Digiovanni, Nancy	1/4/1993	16y 10m	7.25	61,497.96	1.000	1,759.57
Dinh, Hung	2/24/2004	5y 9m	1.50	50,445.96	1.000	364.05

Dluzak, David	3/20/2000	9y 8m	4.50	64,512.96	1.000	1,092.15
Dominguez, Heather	7/6/2004	5y 4m	1.50	51,770.04	1.000	364.05
Donahue, Kevin	4/16/2001	8y 7m	3.00	61,497.96	1.000	728.10
Dorosh, Helen Vera	5/21/1984	25y 6m	13.00	25,117.40	0.675	2,129.69
Duarte, Teresa	4/11/2005	4y 7m	1.50	46,398.00	1.000	364.05
Duenas, Yolanda	3/6/2002	7y 8m	3.00	55,677.00	1.000	728.10
Dunbrack, David	2/17/1984	25y 9m	13.00	56,977.08	1.000	3,155.10
Dunn, Earleen	4/10/2000	9y 7m	4.50	57,043.32	1.000	1,092.15
Dupuy, Lisa	8/28/2000	9y 3m	4.50	51,770.04	1.000	1,092.15
Durand, Evonne	3/14/2000	9y 8m	4.50	56,791.10	1.000	1,092.15
Durand, Ross	10/29/1998	11y 1m	4.50	51,803.50	1.000	1,092.15
Durkee, Dolores	8/16/2001	8y 3m	3.00	48,086.04	1.000	728.10
Durkin, Peter	11/12/1991	18y 0m	10.00	73,020.96	1.000	2,427.00
Dutro, Chastity	4/23/2001	8y 7m	3.00	54,327.00	1.000	728.10
Eldridge, Keven	3/7/2005	4y 8m	1.50	53,001.96	1.000	364.05
Ellis, Cassie	1/15/2004	5y 10m	1.50	48,086.04	1.000	364.05
Ellis, Jodi	9/7/2004	5y 2m	1.50	41,941.02	1.000	364.05
Ellis-McCarthy, Shannan	4/2/2001	8y 7m	3.00	55,677.00	1.000	728.10
Erger, Cynthia	8/6/2001	8y 3m	3.00	37,211.00	1.000	728.10
Evans, Gregory	4/23/2001	8y 7m	3.00	93,405.00	1.000	728.10
Falcon, Roman	8/24/1998	11y 3m	4.50	46,803.36	1.000	1,092.15
Falzon, David	2/6/1985	24y 9m	13.00	82,512.00	1.000	3,155.10
Farr, Carole	1/10/1983	26y 10m	13.00	61,497.96	1.000	3,155.10
Fawcett, John	8/19/2002	7y 3m	3.00	67,738.56	1.000	728.10
Fernandez, Mario	11/20/1989	20y 0m	10.00	59,964.00	1.000	2,427.00
Ferrara, Sabine	6/1/2000	9y 6m	4.50	51,770.04	1.000	1,092.15
Ferrero, Nathalie	9/9/1977	32y 2m	13.00	71,238.00	1.000	3,155.10
Fierros, Zacarias	6/18/2002	7y 5m	3.00	46,803.36	1.000	728.10
Filakousky, Richard	10/17/1988	21y 1m	10.00	84,582.96	1.000	2,427.00
Fisher, Carolyn	8/13/1990	19y 3m	10.00	33,126.80	0.750	1,820.25
Fitzgerald, Clara	11/26/1990	19y 0m	10.00	28,596.00	0.750	1,820.25
Flores, Ildefonso	2/10/1999	10y 9m	4.50	49,280.04	1.000	1,092.15
Follis, Diane	9/7/1999	10y 2m	4.50	58,496.04	1.000	1,092.15
Fonseca, Angelina	9/10/1979	30y 2m	13.00	71,238.00	1.000	3,155.10
Fonseca, Frank	7/28/2000	9y 4m	4.50	58,496.04	1.000	1,092.15
Fonseca, Patricia	3/19/2001	8y 8m	3.00	55,677.00	1.000	728.10
Fortune, James	12/3/1979	29y 11m	13.00	73,020.96	1.000	3,155.10
French, Ann	11/13/2000	9y 0m	4.50	51,770.04	1.000	1,092.15
French, Leilani	11/26/2001	8y 0m	3.00	57,093.00	1.000	728.10
Friend, Hilda	1/5/2004	5y 10m	1.50	53,001.96	1.000	364.05
Friesen, Emily	11/4/2004	5y 0m	1.50	45,753.00	1.000	364.05
Frohn, Patrick	4/12/1993	16y 7m	7.25	66,165.00	1.000	1,759.57
Funk, Karen	2/12/1996	13y 9m	7.25	46,243.01	1.000	1,759.57
Furlong, Jill	9/1/1999	10y 3m	4.50	51,770.04	1.000	1,092.15
Gallo, Nicolas	7/26/1999	10y 4m	4.50	46,803.36	1.000	1,092.15
Garcia, Doreen	2/12/2001	8y 9m	3.00	30,579.00	1.000	728.10
Garcia, Jose	1/4/1999	10y 10m	4.50	49,184.52	1.000	1,092.15
Garcia, Mariano	5/8/1989	20y 6m	10.00	49,184.52	1.000	2,427.00
Garcia, Ruben	9/2/1976	33y 2m	13.00	45,714.96	1.000	3,155.10
Garvin, Elizabeth	6/5/1995	14y 5m	7.25	51,770.04	1.000	1,759.57
Genova, Lori	12/13/2001	7y 11m	3.00	55,677.00	1.000	728.10
George, Constance	5/29/1991	18y 6m	10.00	66,165.00	1.000	2,427.00
Giaconia, John	6/15/1995	14y 5m	7.25	73,020.96	1.000	1,759.57

Girard, Susan	1/5/2004	5y 10m	1.50	57,093.00	1.000	364.05
Glumace, Sean	3/10/2003	6y 8m	3.00	61,497.96	1.000	728.10
Gomez, Benito	6/16/2000	9y 5m	4.50	49,280.04	1.000	1,092.15
Gomez, Manuel	1/4/1995	14y 10m	7.25	22,857.36	0.500	879.79
Gonzales, Jill	2/1/1985	24y 10m	13.00	71,238.00	1.000	3,155.10
Gonzalez, Shanon	2/23/2004	5y 9m	1.50	84,582.96	1.000	364.05
Gracia, Esequiel	2/27/2002	7y 9m	3.00	57,962.04	1.000	728.10
Grajeda, Marty	9/18/1980	29y 2m	13.00	59,964.00	1.000	3,155.10
Grane, Beth	8/19/1999	10y 3m	4.50	64,572.84	1.000	1,092.15
Grigsby, Donald	12/3/1992	16y 11m	7.25	71,238.00	1.000	1,759.57
Guevara, Martha	10/22/1996	13y 1m	7.25	45,753.00	1.000	1,759.57
Guray, Minerva	10/16/2003	6y 1m	1.50	50,445.96	1.000	364.05
Hambly, Raine	8/3/1993	16y 3m	7.25	84,582.96	1.000	1,759.57
Han, Annie	3/28/2005	4y 8m	1.50	55,677.00	1.000	364.05
Hanna, John	9/1/1982	27y 3m	13.00	93,405.00	1.000	3,155.10
Harford, Paul	4/10/1998	11y 7m	4.50	51,598.80	1.000	1,092.15
Harguess, Dale	2/8/2001	8y 9m	3.00	58,496.04	1.000	728.10
Harmon, Janet	4/3/1989	20y 7m	10.00	84,582.96	1.000	2,427.00
Harner, James	1/20/2004	5y 10m	1.50	53,001.96	1.000	364.05
Harrison, Nathaniel	11/21/2002	7y 0m	3.00	55,677.00	1.000	728.10
Hart, Mimi	8/16/2001	8y 3m	3.00	53,001.96	1.000	728.10
Hauri, Gail	1/20/2000	9y 10m	4.50	53,001.96	1.000	1,092.15
Hay, Vickie	4/12/1999	10y 7m	4.50	64,512.96	1.000	1,092.15
Heffelman, William	12/20/1996	12y 11m	7.25	82,512.00	1.000	1,759.57
Hein, Jerald	2/7/1991	18y 9m	10.00	86,718.96	1.000	2,427.00
Henninger, Leslie	3/23/1981	28y 8m	13.00	44,169.00	1.000	3,155.10
Herman, Allen	9/1/1971	38y 3m	13.00	47,325.48	0.850	2,681.84
Hernandez, Laura	7/17/1995	14y 4m	7.25	55,677.00	1.000	1,759.57
Hidalgo, Iris	11/17/1988	21y 0m	10.00	53,001.96	1.000	2,427.00
Hill, Elaine	6/25/2001	8y 5m	3.00	71,238.00	1.000	728.10
Hill, Leeanne	5/28/1980	29y 6m	13.00	58,496.04	1.000	3,155.10
Hill, Nancy	4/20/1992	17y 7m	10.00	70,367.04	1.000	2,427.00
Ho, Charlene	1/5/2004	5y 10m	1.50	55,677.00	1.000	364.05
Ho, Phuong-Thao Thi	1/8/1996	13y 10m	7.25	55,677.00	1.000	1,759.57
Ho, Thompson	1/3/2000	9y 10m	4.50	41,493.00	1.000	1,092.15
Hobbs, Eric	9/27/2004	5y 2m	1.50	93,405.00	1.000	364.05
Honbo, Benjamin	5/24/1978	31y 6m	13.00	59,964.00	1.000	3,155.10
Hong, Nga Thi	6/1/1999	10y 6m	4.50	61,497.96	1.000	1,092.15
Hou, Anthony	1/20/2004	5y 10m	1.50	53,001.96	1.000	364.05
Hoyt, Sherri	8/4/2003	6y 3m	1.50	48,086.04	1.000	364.05
Hunt, Cecelia	4/2/1991	18y 7m	10.00	76,740.72	1.000	2,427.00
Hutchison, Catherine	3/19/2001	8y 8m	3.00	58,496.04	1.000	728.10
Hyska, Brent	9/8/1997	12y 2m	7.25	71,238.00	1.000	1,759.57
Hyska, Gregory	4/2/1990	19y 7m	10.00	84,582.96	1.000	2,427.00
Ikuta, Elliot	3/26/2001	8y 8m	3.00	84,582.96	1.000	728.10
Ippolito, Claire	3/2/2001	8y 8m	3.00	55,677.00	1.000	728.10
Irving, Terry	6/21/2004	5y 5m	1.50	51,770.04	1.000	364.05
Jacobson, Rita	8/27/1990	19y 3m	10.00	53,001.96	1.000	2,427.00
James, Teresa	10/1/1992	17y 2m	10.00	55,677.00	1.000	2,427.00
Jazwiecki, Albert	9/10/1976	33y 2m	13.00	73,020.96	1.000	3,155.10
Jensen, Kathryn	1/20/2004	5y 10m	1.50	53,001.96	1.000	364.05
Jesch, I-Ying	8/6/1990	19y 3m	10.00	74,868.96	1.000	2,427.00
Jimenez, Gabriel	10/28/1985	24y 1m	13.00	49,184.52	1.000	3,155.10

Jimenez, Natalia	11/13/1989	20y 0m	10.00	49,184.52	1.000	2,427.00
Jimenez, Porfirio	10/2/1989	20y 1m	10.00	59,964.00	1.000	2,427.00
Johnson, Signe	10/30/1978	31y 1m	13.00	64,512.96	1.000	3,155.10
Jones, Richard	8/1/1991	18y 4m	10.00	93,405.00	1.000	2,427.00
Jones-Tharp, Michelle	10/15/2001	8y 1m	3.00	53,001.96	1.000	728.10
Jordan, Damien	3/18/1999	10y 8m	4.50	45,753.00	1.000	1,092.15
Jordan, Judith	8/14/1995	14y 3m	7.25	17,593.90	0.563	989.76
Juno, Thomas	8/17/1992	17y 3m	10.00	82,512.00	1.000	2,427.00
Kalama-Dutro, Leinaala	8/15/1988	21y 3m	10.00	44,169.00	1.000	2,427.00
Kane, Gregory	7/6/1992	17y 4m	10.00	63,006.00	1.000	2,427.00
Karr, Beverly	10/21/2004	5y 1m	1.50	44,652.96	1.000	364.05
Katz, Linda	1/2/2003	6y 10m	3.00	61,497.96	1.000	728.10
Kawabata, Kyle	12/16/1985	23y 11m	13.00	54,327.00	1.000	3,155.10
Kawabe, Leonard	3/29/1990	19y 8m	10.00	59,964.00	1.000	2,427.00
Kawamura, Janet	9/20/1982	27y 2m	13.00	50,445.96	1.000	3,155.10
Keeling, Moses	2/10/2005	4y 9m	1.50	20,680.56	0.475	172.92
Kellenberger, Martha	7/25/2002	7y 4m	3.00	51,770.04	1.000	728.10
Kellogg, Matthew	3/1/2004	5y 9m	1.50	50,426.16	1.000	364.05
Kelly, Patrick	9/16/2004	5y 2m	1.50	59,964.00	1.000	364.05
Kennedy, Ann	1/20/2000	9y 10m	4.50	53,001.96	1.000	1,092.15
Keough, Janell	9/1/1994	15y 3m	7.25	93,405.00	1.000	1,759.57
Key, Randy	2/3/1986	23y 9m	13.00	73,020.96	1.000	3,155.10
Keyser, Nancy	11/17/1998	11y 0m	4.50	45,681.72	0.950	1,037.54
Kiena, Cassandra	2/7/1992	17y 9m	10.00	48,086.04	1.000	2,427.00
Kinn, Rene	12/7/1992	16y 11m	7.25	61,497.96	1.000	1,759.57
Kiser, Linda	8/30/2001	8y 3m	3.00	40,073.00	1.000	728.10
Kistler, John	9/16/2004	5y 2m	1.50	59,964.00	1.000	364.05
Kopack, Margie	11/2/1995	14y 0m	7.25	57,093.00	1.000	1,759.57
Kopp, Patricia	6/26/1989	20y 5m	10.00	50,445.96	1.000	2,427.00
Krasney, Isabelle	3/3/2005	4y 8m	1.50	67,803.96	1.000	364.05
Krikorian, Paul	5/29/1984	25y 6m	13.00	93,405.00	1.000	3,155.10
Kuehner, Karen	2/4/1980	29y 9m	13.00	55,677.00	1.000	3,155.10
Kyllingstad, Claire	8/21/1997	12y 3m	7.25	55,677.00	1.000	1,759.57
Labounty, Jennifer	10/28/2004	5y 1m	1.50	54,327.00	1.000	364.05
Lagerlof, Judith	7/1/1988	21y 5m	10.00	64,512.96	1.000	2,427.00
Lakhani, Minesh	2/28/2005	4y 9m	1.50	73,020.96	1.000	364.05
Lam, Kelly	7/12/1999	10y 4m	4.50	48,086.04	1.000	1,092.15
Lam, Mymy	3/4/2004	5y 8m	1.50	58,496.04	1.000	364.05
Langsdorf, Walter	4/13/1998	11y 7m	4.50	61,497.96	1.000	1,092.15
Lantz, Shirley	4/9/1979	30y 7m	13.00	27,838.56	0.500	1,577.55
Lara, Melissa	11/17/2004	5y 0m	1.50	55,677.00	1.000	364.05
Lariosa, Lynda	4/15/1985	24y 7m	13.00	48,086.04	1.000	3,155.10
Latham, Karen	2/3/1999	10y 9m	4.50	57,068.88	1.000	1,092.15
Le, Vinh	8/7/1995	14y 3m	7.25	22,857.36	0.500	879.79
Lee, Jeanette	5/10/1999	10y 6m	4.50	64,512.96	1.000	1,092.15
Lee, Mary	1/9/1989	20y 10m	10.00	33,126.80	0.750	1,820.25
Leland, Janet	10/24/1988	21y 1m	10.00	51,770.04	1.000	2,427.00
Lewis, Reginald	8/21/2001	8y 3m	3.00	46,398.00	1.000	728.10
Linke, John	8/21/1995	14y 3m	7.25	93,405.00	1.000	1,759.57
Liu, Peggy	8/12/1999	10y 3m	4.50	39,089.00	1.000	1,092.15
Lloyd, Nicole	9/2/2003	6y 2m	1.50	57,093.00	1.000	364.05
Lo, Wei-Lun	3/7/1983	26y 8m	13.00	45,753.00	1.000	3,155.10
Loff, Richard	10/30/1989	20y 1m	10.00	49,288.20	1.000	2,427.00

Lopez, Fausto	5/8/1989	20y 6m	10.00	49,184.52	1.000	2,427.00
Lopez-Villa, Juan	6/24/2002	7y 5m	3.00	49,184.52	1.000	728.10
Lowe, Joanna	3/21/2005	4y 8m	1.50	48,086.04	1.000	364.05
Lubanski, Donna	6/5/1989	20y 5m	10.00	66,165.00	1.000	2,427.00
Lule, Andrea	7/17/2002	7y 4m	3.00	53,001.96	1.000	728.10
Lundell, Candra	10/10/1988	21y 1m	10.00	64,512.96	1.000	2,427.00
Luong, Yen	2/24/1992	17y 9m	10.00	55,677.00	1.000	2,427.00
Lyn, Karl	8/27/1984	25y 3m	13.00	95,740.08	1.000	3,155.10
Mac Donald, John	2/23/1994	15y 9m	7.25	48,315.24	1.000	1,759.57
Macario, Inocente	1/5/2004	5y 10m	1.50	50,445.96	1.000	364.05
Macdonald, Velma	10/3/1985	24y 1m	13.00	58,496.04	1.000	3,155.10
Macy, Shirley	11/23/1976	33y 0m	13.00	67,013.52	1.000	3,155.10
Madrigal, Francisco	2/25/2002	7y 9m	3.00	63,006.00	1.000	728.10
Maharaj, Robert	6/30/1997	12y 5m	7.25	59,852.76	1.000	1,759.57
Mai, Maria	4/16/1998	11y 7m	4.50	71,238.00	1.000	1,092.15
Markel, Vickie	3/6/1998	11y 8m	4.50	59,964.00	1.000	1,092.15
Marten, Connie	8/17/1998	11y 3m	4.50	57,068.88	1.000	1,092.15
Martin, Susan	9/14/1984	25y 2m	13.00	73,020.96	1.000	3,155.10
Martinez, Carlos	5/8/2003	6y 6m	3.00	45,753.00	1.000	728.10
Martinez, Elizabeth	10/11/1999	10y 1m	4.50	58,496.04	1.000	1,092.15
Martinez, Rachel	8/2/2004	5y 3m	1.50	34,798.50	0.750	273.04
Mattingly, Heidi	11/1/1985	24y 1m	13.00	24,490.08	0.563	1,774.74
Mayor, Jeffrey	10/30/1989	20y 1m	10.00	47,558.00	1.000	2,427.00
Mc Collom, Dorothy	8/6/1979	30y 3m	13.00	61,497.96	1.000	3,155.10
Mc Donald, Patti	10/31/1988	21y 1m	10.00	55,677.00	1.000	2,427.00
Mccord, Diane	5/4/2000	9y 6m	4.50	53,001.96	1.000	1,092.15
Mckindley, Katherine	4/7/2005	4y 7m	1.50	58,496.04	1.000	364.05
Mclucas, Karen	6/29/1992	17y 5m	10.00	61,497.96	1.000	2,427.00
Mellor, Linda	11/10/1994	15y 0m	7.25	58,496.04	1.000	1,759.57
Merriam, Jo Ann	6/4/1990	19y 5m	10.00	55,677.00	1.000	2,427.00
Mesenbrink, Catherine	12/10/1998	10y 11m	4.50	74,868.96	1.000	1,092.15
Meza, William	8/21/1989	20y 3m	10.00	22,650.10	0.500	1,213.50
Middleton, Sharon	6/7/1990	19y 5m	10.00	44,169.00	1.000	2,427.00
Mihatov, Steven	5/30/2000	9y 6m	4.50	82,512.00	1.000	1,092.15
Miles, Susan	8/21/2003	6y 3m	1.50	22,304.64	0.488	177.47
Millard, Martin	3/15/2002	7y 8m	3.00	73,020.96	1.000	728.10
Miller, Beverly	10/1/1979	30y 2m	13.00	48,086.04	1.000	3,155.10
Milligan, Patrick	9/8/1998	11y 2m	4.50	73,020.96	1.000	1,092.15
Millikan, April	2/2/2004	5y 9m	1.50	64,512.96	1.000	364.05
Minton, Lynanne	9/24/1990	19y 2m	10.00	73,952.04	1.000	2,427.00
Mitchell, James	11/16/1989	20y 0m	10.00	73,020.96	1.000	2,427.00
Montanez, Jesse	11/30/1999	10y 0m	4.50	52,771.56	1.000	1,092.15
Montes, Christana	2/1/1995	14y 10m	7.25	61,497.96	1.000	1,759.57
Montgomery, Cyndee	7/13/1990	19y 4m	10.00	61,497.96	1.000	2,427.00
Montgomery, Fred	9/9/1985	24y 2m	13.00	46,803.36	1.000	3,155.10
Moon, Belta	2/10/1998	11y 9m	4.50	50,445.96	1.000	1,092.15
Moon, William	5/10/1999	10y 6m	4.50	44,652.96	1.000	1,092.15
Moore, Bradley	1/20/1989	20y 10m	10.00	73,020.96	1.000	2,427.00
Moore, Garland	8/20/1990	19y 3m	10.00	50,445.96	1.000	2,427.00
Morales, Lisa	8/29/1997	12y 3m	7.25	51,770.04	1.000	1,759.57
Morin, Linda	6/27/2001	8y 5m	3.00	95,699.04	1.000	728.10
Mott, Linda	10/15/1984	25y 1m	13.00	55,677.00	1.000	3,155.10
Moulton, Janette	7/12/2004	5y 4m	1.50	55,677.00	1.000	364.05

Munoz-Sanchez, Martha	8/19/1996	13y 3m	7.25	51,770.04	1.000	1,759.57
Nash, Jeanette	1/17/2002	7y 10m	3.00	61,497.96	1.000	728.10
Nava, Cristina	5/16/2005	4y 6m	1.50	25,245.12	0.500	182.03
Neai, Michelle	12/9/1998	10y 11m	4.50	58,496.04	1.000	1,092.15
Newman, Linda	1/20/1986	23y 10m	13.00	61,497.96	1.000	3,155.10
Ngo, Michelle	7/01/1992	17y 5m	10.00	61,497.96	1.000	809.00
Ngo, Vincent	10/1/2001	8y 2m	3.00	58,496.04	1.000	728.10
Nguyen, Allen	2/1/2004	5y 10m	1.50	17,656.40	0.400	145.62
Nguyen, Antoine	6/11/2001	8y 5m	3.00	50,445.96	1.000	728.10
Nguyen, Bai	12/13/1999	9y 11m	4.50	61,420.80	1.000	1,092.15
Nguyen, Don	9/6/1989	20y 2m	10.00	55,677.00	1.000	2,427.00
Nguyen, Hung	7/1/1985	24y 5m	13.00	59,964.00	1.000	3,155.10
Nguyen, Jimmy	11/13/1989	20y 0m	10.00	49,184.52	1.000	2,427.00
Nguyen, Kim Thi	8/17/2000	9y 3m	4.50	27,826.08	0.500	546.08
Nguyen, Kimlan	8/19/2004	5y 3m	1.50	51,770.04	1.000	364.05
Nguyen, Minh Tung	8/23/1999	10y 3m	4.50	37,211.00	1.000	1,092.15
Nguyen, Ngoc Diep	1/8/2002	7y 10m	3.00	55,677.00	1.000	728.10
Nguyen, Son	1/5/2004	5y 10m	1.50	59,964.00	1.000	364.05
Nguyen, Thomas	5/6/1999	10y 6m	4.50	55,677.00	1.000	1,092.15
Nguyen, Thuy	4/8/2002	7y 7m	3.00	57,093.00	1.000	728.10
Nguyen, Tijai	11/18/1987	22y 0m	13.00	61,497.96	1.000	3,155.10
Nguyen, Toai	10/3/1992	17y 1m	10.00	51,598.80	1.000	2,427.00
Nibeel, Deborah	11/22/2004	5y 0m	1.50	55,677.00	1.000	364.05
Nicholls, Robert	3/28/1994	15y 8m	7.25	93,405.00	1.000	1,759.57
Nicholson, Ann	3/26/1981	28y 8m	13.00	64,512.96	1.000	3,155.10
Nunez, Lisa	4/25/2005	4y 7m	1.50	44,652.96	1.000	364.05
Nutt, Mary	8/26/1985	24y 3m	13.00	42,039.00	1.000	3,155.10
O'Steen, Kelly	1/3/2005	4y 10m	1.50	51,770.04	1.000	364.05
Ohlendorf, Alberta	4/17/1989	20y 7m	10.00	46,398.00	1.000	2,427.00
Oiufson, Janice	11/14/1998	11y 0m	4.50	67,803.96	1.000	1,092.15
Oostdyk, Charles	7/27/1970	39y 4m	13.00	93,405.00	1.000	3,155.10
Ornelas, Veronica	3/13/2002	7y 8m	3.00	55,677.00	1.000	728.10
Orr, Robert	2/16/1993	16y 9m	7.25	67,803.96	1.000	1,759.57
Orsini, Susanne	7/23/2001	8y 4m	3.00	51,770.04	1.000	728.10
Ortiz, Eligio	4/26/1985	24y 7m	13.00	45,753.00	1.000	3,155.10
Ortiz, Luis	3/29/1990	19y 8m	10.00	49,280.04	1.000	2,427.00
Ortiz, Marcelina	3/5/1996	13y 8m	7.25	44,626.44	1.000	1,759.57
Oshiro, Gary	10/29/2001	8y 1m	3.00	73,020.96	1.000	728.10
Ostovarpour, Babak	4/11/1986	23y 7m	13.00	93,405.00	1.000	3,155.10
Otto, Terry	8/25/1980	29y 3m	13.00	67,803.96	1.000	3,155.10
Pa'U, Sonny	8/8/1994	15y 3m	7.25	38,095.10	1.000	1,759.57
Pacheco, Henry	5/14/2001	8y 6m	3.00	49,280.04	1.000	728.10
Pacheco, Pamela	6/26/2001	8y 5m	3.00	61,497.96	1.000	728.10
Padilla, Manuel	3/10/2005	4y 8m	1.50	46,908.00	1.000	364.05
Padilla, Rina	11/17/2003	6y 0m	1.50	58,496.04	1.000	364.05
Paine, Allison	9/17/2001	8y 2m	3.00	44,541.60	0.800	582.48
Palmer, Leslie	8/2/1999	10y 3m	4.50	21,768.96	0.500	546.08
Parsons, Jason	10/16/2003	6y 1m	1.50	36,510.48	0.500	182.03
Patel, Jasvanti	2/27/2001	8y 9m	3.00	28,595.64	0.625	455.06
Pegausch, Daniel	3/31/1981	28y 8m	13.00	45,753.00	1.000	3,155.10
Perez, Domingo	10/8/1990	19y 1m	10.00	51,770.04	1.000	2,427.00
Perez, Socorro	8/24/1998	11y 3m	4.50	46,803.36	1.000	1,092.15
Pham, Hai	1/22/2001	8y 10m	3.00	73,020.96	1.000	728.10

Pham, Martha	11/4/1993	16y 0m	7.25	57,093.00	1.000	1,759.57
Pham, Thai	8/1/2001	8y 4m	3.00	50,490.36	1.000	728.10
Phan, Phuong Bach	8/12/1996	13y 3m	7.25	43,538.04	1.000	1,759.57
Phan, Sheena	3/27/2000	9y 8m	4.50	55,677.00	1.000	1,092.15
Phomprasack, Tracee	6/21/2001	8y 5m	3.00	48,086.04	1.000	728.10
Phonsiri, Stephanie	12/15/1994	14y 11m	7.25	55,677.00	1.000	1,759.57
Phung, Teresa	1/18/1990	19y 10m	10.00	55,677.00	1.000	2,427.00
Pierce, Betty	8/18/1995	14y 3m	7.25	19,548.80	0.625	1,099.73
Pierstorff, Jasmah	11/12/1996	13y 0m	7.25	31,278.00	1.000	1,759.57
Plaia, Karen	9/3/1996	13y 2m	7.25	53,001.96	1.000	1,759.57
Pok-Bruno, Thida	3/7/2005	4y 8m	1.50	53,001.96	1.000	364.05
Pollaro, Norma	8/10/1998	11y 3m	4.50	65,379.00	1.000	1,092.15
Pomeroy, Jacqueline	8/31/1998	11y 3m	4.50	55,677.00	1.000	1,092.15
Poush, Irene	9/20/1990	19y 2m	10.00	31,119.72	0.750	1,820.25
Powell, Quintin	1/4/1999	10y 10m	4.50	27,745.32	0.500	546.08
Prince, Mary	9/13/1976	33y 2m	13.00	50,445.96	1.000	3,155.10
Profeta, Robert	6/1/1981	28y 6m	13.00	55,677.00	1.000	3,155.10
Prohaska, Cheryl	1/22/1990	19y 10m	10.00	33,601.30	0.625	1,516.88
Putzel, Elissa	5/2/1977	32y 6m	13.00	55,677.00	1.000	3,155.10
Quach, Helen	1/17/2002	7y 10m	3.00	50,445.96	1.000	728.10
Quezada, Araceli	8/24/1998	11y 3m	4.50	46,803.36	1.000	1,092.15
Quinonez, Rena	7/3/2000	9y 4m	4.50	55,677.00	1.000	1,092.15
Quiroz, Elias	11/17/1999	10y 0m	4.50	44,652.96	1.000	1,092.15
Raddavong, Kahn	1/8/1990	19y 10m	10.00	55,677.00	1.000	2,427.00
Raddavong-Jaime, Anna	6/3/2002	7y 5m	3.00	61,497.96	1.000	728.10
Rader, Kirk	3/29/1984	25y 8m	13.00	51,770.04	1.000	3,155.10
Radford, Shirley	9/14/1981	28y 2m	13.00	57,093.00	1.000	3,155.10
Ramirez, Marcelino	1/5/2004	5y 10m	1.50	49,280.04	1.000	364.05
Ramon, Diana	8/19/1999	10y 3m	4.50	57,093.00	1.000	1,092.15
Ramos, Richard	9/17/2001	8y 2m	3.00	51,770.04	1.000	728.10
Raskin, Debra	4/27/1998	11y 7m	4.50	34,798.50	0.750	819.11
Reed, Barbara	5/1/2001	8y 7m	3.00	51,770.04	1.000	728.10
Renninger, Anita	9/26/1983	26y 2m	13.00	55,677.00	1.000	3,155.10
Rewers, Keven	9/16/1999	10y 2m	4.50	58,460.88	1.000	1,092.15
Reynolds, Mike	7/27/1988	21y 4m	10.00	46,803.36	1.000	2,427.00
Reynolds, Yoko	10/2/1995	14y 1m	7.25	46,398.00	1.000	1,759.57
Rhoades, Victoria	1/15/2004	5y 10m	1.50	53,001.96	1.000	364.05
Richards, Kathleen	2/21/2002	7y 9m	3.00	50,445.96	1.000	728.10
Rigney, Timothy	7/18/1991	18y 4m	10.00	93,405.00	1.000	2,427.00
Riley, Kevin	11/17/1998	11y 0m	4.50	93,405.00	1.000	1,092.15
Riley, Richard	10/15/1984	25y 1m	13.00	48,040.68	1.000	3,155.10
Rivera, Irma	10/4/2000	9y 1m	4.50	44,652.96	1.000	1,092.15
Robertson, Darrin	4/16/2001	8y 7m	3.00	67,803.96	1.000	728.10
Robison, Sharon	5/19/1997	12y 6m	7.25	55,677.00	1.000	1,759.57
Roda, Mary	9/15/1976	33y 2m	13.00	64,512.96	1.000	3,155.10
Rodriguez, Betty	6/21/2001	8y 5m	3.00	57,093.00	1.000	728.10
Rodriguez, Jodi	4/20/2004	5y 7m	1.50	70,367.04	1.000	364.05
Rodriguez, Reginald	10/19/1992	17y 1m	10.00	44,652.96	1.000	2,427.00
Rodriguez, Robert	1/5/2004	5y 10m	1.50	53,001.96	1.000	364.05
Rogers, Stephani	5/6/2004	5y 6m	1.50	55,677.00	1.000	364.05
Rojas, Mario	2/7/2002	7y 9m	3.00	49,184.52	1.000	728.10
Rokes, Karen	10/7/1976	33y 1m	13.00	67,803.96	1.000	3,155.10
Rosas, Suzanne	9/19/1988	21y 2m	10.00	74,868.96	1.000	2,427.00

Rose, Lynn	10/16/2003	6y 1m	1.50	50,445.96	1.000	364.05
Rose, Ronald	2/3/1982	27y 9m	13.00	95,740.08	1.000	3,155.10
Rossi, Margaret	8/20/2001	8y 3m	3.00	47,492.80	0.800	582.48
Roxas, Jose	10/22/2001	8y 1m	3.00	49,607.50	1.000	728.10
Ruoff, Tuyet	8/2/2004	5y 3m	1.50	31,278.00	1.000	364.05
Rymas, Colleen	12/13/1994	14y 11m	7.25	67,803.96	1.000	1,759.57
Sablan, Barbara	7/2/1974	35y 4m	13.00	61,497.96	1.000	3,155.10
Sacket, Wendy	11/11/1997	12y 0m	7.25	71,238.00	1.000	1,759.57
Salcedo, Veronica	10/19/1987	22y 1m	13.00	61,497.96	1.000	3,155.10
Salgado, Arturo	2/13/2001	8y 9m	3.00	58,401.48	1.000	728.10
Samples, Jerrie	3/7/1994	15y 8m	7.25	17,593.90	0.563	989.76
Sams, Dave	4/24/1989	20y 7m	10.00	82,512.00	1.000	2,427.00
Sanchez, Jesus	2/4/1991	18y 9m	10.00	46,803.36	1.000	2,427.00
Sanchez, Jorge	9/8/1986	23y 2m	13.00	59,964.00	1.000	3,155.10
Sanchez, Raul	3/1/2004	5y 9m	1.50	76,671.96	1.000	364.05
Sanchez, Salvador	1/17/1991	18y 10m	10.00	30,579.00	1.000	2,427.00
Santoro, George	9/4/1984	25y 2m	13.00	55,677.00	1.000	3,155.10
Savage, Hakeem	5/29/2001	8y 6m	3.00	58,460.88	1.000	728.10
Sayasy, Ny	11/22/1994	15y 0m	7.25	74,868.96	1.000	1,759.57
Scaglione, David	1/27/1986	23y 10m	13.00	59,964.00	1.000	3,155.10
Schellingerhout, Hank	6/3/1999	10y 5m	4.50	61,862.20	1.000	1,092.15
Schindler, David	4/27/1978	31y 7m	13.00	51,770.04	1.000	3,155.10
Schulte, Rita	6/19/2000	9y 5m	4.50	61,497.96	1.000	1,092.15
Scott, Lesley	1/22/1991	18y 10m	10.00	23,199.00	0.500	1,213.50
Scott, Nadine	10/12/1987	22y 1m	13.00	51,770.04	1.000	3,155.10
Segerblom, Mette	11/1/2000	9y 1m	4.50	95,699.04	1.000	1,092.15
Shaffer, Linda	5/4/1992	17y 6m	10.00	55,677.00	1.000	2,427.00
Shaffer-Brown, Eva	6/10/2004	5y 5m	1.50	50,445.96	1.000	364.05
Sharp, Diana	5/1/1992	17y 7m	10.00	55,677.00	1.000	2,427.00
Shepard, James	2/1/2000	9y 10m	4.50	57,093.00	1.000	1,092.15
Shimizu, Craig	5/15/1990	19y 6m	10.00	42,039.00	1.000	2,427.00
Shrode, Bobbie	11/7/1991	18y 0m	10.00	60,835.92	1.000	2,427.00
Sirchia, Elizabeth	10/10/2002	7y 1m	3.00	55,677.00	1.000	728.10
Siu, Anna	2/23/2004	5y 9m	1.50	58,496.04	1.000	364.05
Sklar, Mary	3/1/1982	27y 9m	13.00	55,677.00	1.000	3,155.10
Slagle, Dale	2/19/2002	7y 9m	3.00	55,677.00	1.000	728.10
Smith, Bruce	5/22/1985	24y 6m	13.00	83,543.40	1.000	3,155.10
Songster, Daniel	8/15/1983	26y 3m	13.00	60,689.64	1.000	3,155.10
Spears, Mary	6/18/1990	19y 5m	10.00	58,496.04	1.000	2,427.00
Spencer, Shirley	7/5/2000	9y 4m	4.50	66,165.00	1.000	1,092.15
Spiratos, Jerry	4/15/2002	7y 7m	3.00	73,020.96	1.000	728.10
Spoja, Caroline	1/3/2005	4y 10m	1.50	58,496.04	1.000	364.05
Sprague, Nancy	3/27/1995	14y 8m	7.25	83,577.96	1.000	1,759.57
Stauter, Gisela	7/16/2003	6y 4m	1.50	20,196.12	0.400	145.62
Stead, James	9/30/1997	12y 2m	7.25	48,086.04	1.000	1,759.57
Stead, Joseph	7/1/2000	9y 5m	4.50	63,006.00	1.000	1,092.15
Stead, Marsha	11/13/1984	25y 0m	13.00	64,512.96	1.000	3,155.10
Stiles, Lynnette	10/14/2004	5y 1m	1.50	65,379.00	1.000	364.05
Stilson, April	8/17/1987	22y 3m	13.00	29,316.80	0.750	2,366.33
Stracner, Michael	1/24/1990	19y 10m	10.00	82,512.00	1.000	2,427.00
Strube, Kathy	11/17/1980	29y 0m	13.00	64,512.96	1.000	3,155.10
Suarez, Kathy	11/25/1997	12y 0m	7.25	55,677.00	1.000	1,759.57
Sukaesih, Rini	5/13/2002	7y 6m	3.00	51,770.04	1.000	728.10

Sullivan, Diane	8/29/1980	29y 3m	13.00	50,445.96	1.000	3,155.10
Surgenor, Kathleen	8/1/1996	13y 4m	7.25	73,952.04	1.000	1,759.57
Susanto, Agustinus	6/12/2000	9y 5m	4.50	55,677.00	1.000	1,092.15
Swaid, Sandra	11/20/1989	20y 0m	10.00	55,677.00	1.000	2,427.00
Swancutt, Laureen	3/14/2005	4y 8m	1.50	73,952.04	1.000	364.05
Swingle, Dejah	10/11/2000	9y 1m	4.50	74,868.96	1.000	1,092.15
Ta, Huong	11/20/2003	6y 0m	1.50	50,445.96	1.000	364.05
Tafoya, Pete	1/17/1984	25y 10m	13.00	51,770.04	1.000	3,155.10
Tang, Calvin	8/10/1992	17y 3m	10.00	58,496.04	1.000	2,427.00
Taylor, Jack	4/10/2004	5y 7m	1.50	51,598.80	1.000	364.05
Tellez, Paul	7/30/2001	8y 4m	3.00	61,497.96	1.000	728.10
Thate, Laura	1/8/1996	13y 10m	7.25	48,086.04	1.000	1,759.57
Thayer, Mary	11/10/1975	34y 0m	13.00	93,405.00	1.000	3,155.10
Thissell, Lynne	3/6/1986	23y 8m	13.00	73,952.04	1.000	3,155.10
Thomas, Carolyn	4/6/1992	17y 7m	10.00	51,770.04	1.000	2,427.00
Tillotson, Jeffrey	1/19/1993	16y 10m	7.25	82,512.00	1.000	1,759.57
Tittle, Cheryl	6/14/1989	20y 5m	10.00	45,753.00	1.000	2,427.00
Topete, Ruben	1/27/2004	5y 10m	1.50	59,964.00	1.000	364.05
Tovar, Ana	9/5/2001	8y 2m	3.00	61,497.96	1.000	728.10
Tran, Angelyn	4/19/2004	5y 7m	1.50	55,677.00	1.000	364.05
Tran, Brittni	6/11/2001	8y 5m	3.00	55,677.00	1.000	728.10
Tran, Celicia	8/17/2000	9y 3m	4.50	17,030.04	0.500	546.08
Tran, Francois	5/25/1990	19y 6m	10.00	73,020.96	1.000	2,427.00
Tran, Jenny	5/20/2005	4y 6m	1.50	20,746.56	0.500	182.03
Tran, John	3/21/1997	12y 8m	7.25	46,803.36	1.000	1,759.57
Tran, Julie	2/26/1996	13y 9m	7.25	55,677.00	1.000	1,759.57
Tran, Karen	12/16/1999	9y 11m	4.50	55,677.00	1.000	1,092.15
Tran, Thao	12/10/1998	10y 11m	4.50	55,677.00	1.000	1,092.15
Tran, Tien	8/13/2001	8y 3m	3.00	69,499.08	1.000	728.10
Tran, Tiffany	11/5/1998	11y 0m	4.50	55,677.00	1.000	1,092.15
Tran, Tom	1/15/2004	5y 10m	1.50	53,001.96	1.000	364.05
Tran, Vinh	1/20/2004	5y 10m	1.50	53,001.96	1.000	364.05
Trejo, Anthony	3/12/2001	8y 8m	3.00	49,280.04	1.000	728.10
Trinh, Rose	3/7/2005	4y 8m	1.50	53,001.96	1.000	364.05
Trujillo, Annette	4/23/1990	19y 7m	10.00	55,677.00	1.000	2,427.00
Trulin, Mary	9/27/1999	10y 2m	4.50	58,496.04	1.000	1,092.15
Truong, Johnathon	7/30/2001	8y 4m	3.00	73,020.96	1.000	728.10
Truong, Thomas	1/7/2002	7y 10m	3.00	53,001.96	1.000	728.10
Tullai Davis, Maria	9/13/1999	10y 2m	4.50	31,278.00	1.000	1,092.15
Turk, Charles	9/30/1974	35y 2m	13.00	84,582.96	1.000	3,155.10
Urbien, Darrell	1/6/1997	12y 10m	7.25	21,019.50	0.500	879.79
Vahorvich, Ilona	10/14/1997	12y 1m	7.25	82,512.00	1.000	1,759.57
Valle, Erica	4/16/1998	11y 7m	4.50	61,497.96	1.000	1,092.15
Van Dorn, Holly	3/12/1990	19y 8m	10.00	51,038.02	1.000	2,427.00
Vargas, Adrian	10/5/1990	19y 1m	10.00	45,714.96	1.000	2,427.00
Vargas, Lucas	2/19/1980	29y 9m	13.00	49,184.52	1.000	3,155.10
Vasquez, John	2/4/1991	18y 9m	10.00	49,288.20	1.000	2,427.00
Vega-Gutierrez, Luz	5/16/2002	7y 6m	3.00	44,652.96	1.000	728.10
Velasquez, Joe	9/5/1988	21y 2m	10.00	50,445.96	1.000	2,427.00
Venham, Lu Anne	8/17/1987	22y 3m	13.00	36,281.00	1.000	3,155.10
Villa, Patricia	2/10/2005	4y 9m	1.50	48,086.04	1.000	364.05
Villalobos, Jessica	7/28/2003	6y 4m	1.50	51,770.04	1.000	364.05
Vinh, Tho	4/22/1999	10y 7m	4.50	73,020.96	1.000	1,092.15

Vo, Chien	2/6/2004	5y 9m	1.50	49,184.52	1.000	364.05
Vo, Tuan	1/6/2004	5y 10m	1.50	51,770.04	1.000	364.05
Von Kaenel, Kathleen	8/15/1988	21y 3m	10.00	39,089.00	1.000	2,427.00
Vorathavorn, Max	11/26/2001	8y 0m	3.00	82,512.00	1.000	728.10
Vu, Jenny	6/1/1999	10y 6m	4.50	58,496.04	1.000	1,092.15
Vu, Phukhanh	11/19/1998	11y 0m	4.50	82,512.00	1.000	1,092.15
Vu, Thanh	10/22/1984	25y 1m	13.00	58,496.04	1.000	3,155.10
Vu, Thien	6/5/1991	18y 5m	10.00	55,677.00	1.000	2,427.00
Vu, Tina	1/10/2000	9y 10m	4.50	55,677.00	1.000	1,092.15
Vu, Victoria	11/16/1998	11y 0m	4.50	55,677.00	1.000	1,092.15
Wakim, Anis	2/10/1999	10y 9m	4.50	47,577.00	1.000	1,092.15
Wall, Susan	8/5/1985	24y 3m	13.00	61,497.96	1.000	3,155.10
Wallace, Mary	2/12/1998	11y 9m	4.50	57,093.00	1.000	1,092.15
Wang, Jocelyn	9/21/2000	9y 2m	4.50	48,086.04	1.000	1,092.15
Ward, Helen	6/24/1985	24y 5m	13.00	61,497.96	1.000	3,155.10
Weber, Daniel	3/8/2001	8y 8m	3.00	55,677.00	1.000	728.10
West, Tammy	1/18/1996	13y 10m	7.25	61,497.96	1.000	1,759.57
White, Robert	12/6/1989	19y 11m	10.00	61,497.96	1.000	2,427.00
Whiteside, Sandra	3/9/1981	28y 8m	13.00	84,574.80	1.000	3,155.10
Williams, Alan	12/18/1989	19y 11m	10.00	73,020.96	1.000	2,427.00
Williams, Amy	5/10/1999	10y 6m	4.50	58,520.28	1.000	1,092.15
Williams, Darlena	3/7/1994	15y 8m	7.25	74,868.96	1.000	1,759.57
Wilson, Eric	6/13/2001	8y 5m	3.00	74,868.96	1.000	728.10
Winer, Timothy	12/20/1998	10y 11m	4.50	51,770.04	1.000	1,092.15
Winey, Douglas	8/12/1975	34y 3m	13.00	49,184.52	1.000	3,155.10
Wisner, Paul	3/19/1990	19y 8m	10.00	74,868.96	1.000	2,427.00
Wojciechowski, Danny	8/15/1995	14y 3m	7.25	74,868.96	1.000	1,759.57
Wojciechowski, Linda	3/16/1998	11y 8m	4.50	66,165.00	1.000	1,092.15
Wolf, Daisy	4/15/1998	11y 7m	4.50	44,169.00	1.000	1,092.15
Wolf, Sigrid	4/6/1998	11y 7m	4.50	67,803.96	1.000	1,092.15
Womack, Debbie	1/6/1997	12y 10m	7.25	39,089.00	1.000	1,759.57
Wombold, Connie	2/4/1999	10y 9m	4.50	57,093.00	1.000	1,092.15
Wong, Michael	6/5/2002	7y 5m	3.00	73,020.96	1.000	728.10
Wood, Janine	1/3/1984	25y 10m	13.00	58,496.04	1.000	3,155.10
Wood, Lori	1/20/2004	5y 10m	1.50	53,001.96	1.000	364.05
Worden, Mark	1/10/2005	4y 10m	1.50	84,582.96	1.000	364.05
Wright, Donna	8/9/1989	20y 3m	10.00	23,199.00	0.500	1,213.50
Wyant, James	8/15/1988	21y 3m	10.00	46,803.36	1.000	2,427.00
Xa, Quan	1/5/1998	11y 10m	4.50	55,677.00	1.000	1,092.15
Xa, Tina	10/8/1998	11y 1m	4.50	53,001.96	1.000	1,092.15
Yarchin, Ann	1/15/2004	5y 10m	1.50	54,327.00	1.000	364.05
Yokota, Janice	1/2/2001	8y 10m	3.00	57,093.00	1.000	728.10
Yoshida-Peer, Noreen	4/4/1983	26y 7m	13.00	66,125.76	1.000	3,155.10
Yoshida-Tan, Naomi	11/27/2000	9y 0m	4.50	47,701.80	0.900	982.94
Young, Terry Ann	8/1/2001	8y 4m	3.00	44,169.00	1.000	728.10
Znider, Janet	3/7/1994	15y 8m	7.25	17,593.90	0.563	989.76

Employees = 601
Longevity = 920,499.11

3.05 ADDITIONAL PERSONNEL ITEMS

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.05 ADDITIONAL PERSONNEL ITEMS

Appointment to First Year Probationary Fulltime Faculty

<u>Name</u>	<u>Title</u>	<u>Start Date</u>	<u>End Date</u>	<u>Placement</u>
Mendoza, Robert H.	Instructor	07/01/10	06/30/11	Y-Rated

Additional Administrative Comment

ASST/Agenda Item

Motion:

Original Item 10/23/09: 10/23/09 (SOP) - 10/23/09 (SOP) - 10/23/09 (SOP)

3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content

3.05.01 Authorization for Independent Contractors - Coastline Community College

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

\$10,000 AND OVER

IC Name: Ghidella, Richard

Services: Provide coordination and implementation of activities for the Business Industry Collaborative (BIC) grant that lead to the accomplishment of BIC grant objectives and requirements.

Payment Schedule/Compensation: \$12,500 on November 19, 2009 and \$17,500 distributed in seven equal monthly payments of \$2,500 each, payable on the 15th day of the month. The first \$2,500 payment will be made on December 15, 2009, NTE \$30,000

Term of Agreement: November 19, 2009 – June 30, 2010

Source of Funding: CTE-VTEA - IB Discipline/Industry Collaborative for Business Education (BIC) grant

IC Name: Hallgren, Thomas

Services: Develop business case studies that reflect best practices and meet BIC grant objectives.

Payment Schedule/Compensation: \$1,500 on November 19, 2009; \$2,000 on January 15, 2010; \$2,500 on April 15, 2010; \$4,000 on June 15, 2010 upon completion, delivery, and acceptance of project deliverables, NTE \$10,000

Term of Agreement: November 19, 2009 – June 30, 2010

Source of Funding: CTE-VTEA - IB Discipline/Industry Collaborative for Business Education (BIC) grant

IC Name: Linthicum, Steve

Services: Develop an online survey mechanism to rate the value of instructors' supplemental materials provided by textbook publishers and meets BIC grant objectives.

Payment Schedule/Compensation: \$1,500 on November 19, 2009; \$2,000 on January 15, 2010; \$2,500 on April 15, 2010; \$4,000 on June 15, 2010 upon completion, delivery, and acceptance of project deliverables, NTE \$10,000

Term of Agreement: November 19, 2009 – June 30, 2010

Source of Funding: CTE-VTEA - IB Discipline/Industry Collaborative for Business Education (BIC) grant

IC Name: Yurtseven, Lale

Services: Identify and analyze the most current needs and trends of special population groups and develop workshops to disseminate findings and meet BIC grant objectives.

Payment Schedule/Compensation: \$1,500 on November 19, 2009; \$2,000 on January 15, 2010; \$2,500 on April 15, 2010; \$4,000 on June 15, 2010 upon completion, delivery, and acceptance of project deliverables, NTE \$10,000

Term of Agreement: November 19, 2009 – June 30, 2010

Source of Funding: CTE-VTEA - IB Discipline/Industry Collaborative for Business Education (BIC) grant

IC Name: Jagodka, Ralph

Services: Create online infrastructure where students, faculty, and local businesses can access small business management information and meets BIC grant objectives.
Payment Schedule/Compensation: \$1,500 on November 19, 2009; \$2,000 on January 15, 2010; \$2,500 on April 15, 2010; \$4,000 on June 15, 2010 upon completion, delivery, and acceptance of project deliverables, NTE \$10,000
Term of Agreement: November 19, 2009 – June 30, 2010
Source of Funding: CTE-VTEA - IB Discipline/Industry Collaborative for Business Education (BIC) grant

IC Name: LaunchPad Careers, Inc.
Services: Job Placement and Career Coaching Services in support of the WIA/ARRA High-Demand Training Services grant.
Payment Schedule/Compensation: \$20,000 upon execution of agreement and completion of the first one-week job search Boot Camp; \$10,000 upon completion of the second one-week Boot Camp; and an additional \$250/placement for a total of \$10,500, NTE \$40,500
Term of Agreement: November 19, 2009 – June 30, 2010
Source of Funding: WIA/ARRA High-Demand Training Services grant

IC Name: Harriman, Stephanie
Services: Outreach, marketing and testing site administrator at Fallon, NV Naval Air Station
Payment Schedule/Compensation: \$21/hour paid monthly, NTE \$31,685
Term of Agreement: November 18, 2009 – June 30, 2010
Source of Funding: Contract Education funds

UNDER \$10,000

IC Name: Options Unlimited, LLC
Services: Facilitate Leadership Academy
Payment Schedule/Compensation: One-time fee NTE \$9,500 payable upon invoice
Term of Agreement: January 8, 2009 – June 30, 2010
Source of Funding: Foundation funds

IC Name: Cross, Christine
Services: Writing description and key words for database repository for marketing course
Payment Schedule/Compensation: 18 lessons @ \$50/lesson; total contract amount NTE \$2,200
Term of Agreement: November 19, 2009 – June 30, 2010
Source of Funding: ISD ancillary funds
(Revision is to increase assignment and NTE figure by \$900. Prior Board Approval: 11/4/09)

IC Name: Bishop, Bruce
Services: Workshop trainer
Payment Schedule/Compensation: NTE \$600 upon completion of one-day workshop
Term of Agreement: October 24, 2009
Source of Funding: Student Advisory Council funds

Additional Administrative Content

Created on 11/02/2009 at 08:33 AM by Laura Swanson. Last updated on 11/12/2009 by jodi.f.campbell

3.05.02 Authorization for Independent Contractors - Golden West College

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content

3.05.02 Authorization for Independent Contractors - Golden West College

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

\$10,000 AND OVER

IC Name: Kain, Bette
 Services: Major gift fund developer for GWC Foundation
 Payment Schedule/Compensation: Two payments of \$10,000 each upon invoice, Fall 2009 & Spring 2010, NTE \$20,000
 Term of Agreement: November 4, 2009 – June 30, 2010
 Source of Funding: Foundation Outsource Major Gifts funds

UNDER \$10,000

IC Name: Michelou, Jean-Pierre
 Services: Sound designer and operator for GWC Music Choral Concerts
 Payment Schedule/Compensation: Payable within 30 days of performance, NTE \$500.00
 Term of Agreement: November 19, 2009 – June 30, 2010
 Source of Funding: Music/Choral Trust funds

IC Name: Mission Visual
 Services: Provide videotaping services for Nursing Pinning Ceremony
 Payment Schedule/Compensation: Total amount to be paid day of ceremony, NTE \$1,523
 Term of Agreement: December 18, 2009
 Source of Funding: Nursing Completion Ceremony fund-Foundation Account

IC Name: Ultimate Exposures, Inc.
 Services: Provide photography services for Nursing Pinning Ceremony
 Payment Schedule/Compensation: None
 Term of Agreement: December 18, 2009
 Source of Funding: No cost to the college

IC Name: Gollhardt, Mark
 Services: Circuit Training for Women's softball team
 Payment Schedule/Compensation: \$10 per athlete, NTE \$500, paid upon invoice per visit
 Term of Agreement: November 24, 2009 – January 30, 2010
 Source of Funding: Women's softball trust account

IC Name: Belo, Bruce
 Services: Provide musical instrument repairs
 Payment Schedule/Compensation: to be paid within 30 days after service upon receipt of invoice, NTE

\$1,000

Term of Agreement: November 19, 2009 – June 31, 2010

Source of Funding: District Music Department Repair funds

IC Name: Dream Shapers

Services: Entertainment for Native American Month Activity

Payment Schedule/Compensation: \$600, one-time payment upon approval

Term of Agreement: Thursday, November 12, 2009

Source of Funding: Associated Students of Golden West College

Additional Administrative Content

Created on 11/02/2009 at 03:28 AM by Christi Hillman. Last updated on 11/12/2009 by Joel Rodriguez.

3.05.03 Authorization for Independent Contractors - Orange Coast College

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content

3.05.03 Authorization for Independent Contractors - Orange Coast College

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

UNDER \$10,000

IC Name: Ro, George

Services: To serve as guest speaker for the Dance Department to discuss costuming dance for stage
 Payment Schedule/Compensation: One-time payment of \$150 to be paid upon completion and submission of invoice

Term of Agreement: November 25, 2009

Source of Funding: ASOCC funds

IC Name: Samuelian, Stephen Philip

Date: November 19-November 30, 2009

Services: To serve as an FAA aviation inspector to inspect prospective aircraft for purchase in the Aviation Pilot Training program. FAA requires inspection of all used planes prior to purchase. Work will include inspection of plane maintenance records and on-site visits to Texas, Northern California, and Tennessee.

Payment Schedule/Compensation: \$55.00 per hour, which includes reimbursement of travel expenses. Total time required for inspection of three planes NTE \$3,000 and NTE 54 hours to be paid upon completion of plane inspections from Carl D. Perkins IV 2006 funds.

IC Name: Strivens, Rose

Services: To serve as accompanist for performances of "An Old Fashioned Christmas and Ice Cream Social"

Payment Schedule/Compensation: To be paid \$166.67 per performance NTE \$1,000 to be paid upon completion and submission of invoice

Term of Agreement: December 4-6 and 11-13, 2009

Source of Funding: Ancillary funds

IC Name: Woodcock, Don

Services: To provide piano tuning services for OCC Dance Department pianos

Payment Schedule/Compensation: To be paid \$180 per service visit NTE \$360; payments to be made upon completion of each service visit and upon submission of invoice

Term of Agreement: November 19, 2009, through May, 2010

Source of Funding: Dance Department Ancillary funds

Additional Administrative Content

3.05.04 Authorization for Independent Contractors - District

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.05.04 Authorization for Independent Contractors - District

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

NONE

Additional Administrative Content

Creation: 11/02/2009 at 08:33 AM by CCGD/Adv. Last Update: on 11/12/2009 by Jodi Rodriguez

3.05.05 Authorization for Professional Development Program

Meeting: 11/18/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content

3.05.05 Authorization for Professional Development Program

OPTION I - TUITION, BOOKS, AND FEES:

<u>Name</u>	<u>Course/Seminar</u>	<u>Date</u>	<u>Amount</u>
Higgins, Minnie Div. Secretary GWC	73012 78 Real Estate Economics Long Beach City College	8/17/09-12/20/09	\$213.00
Schramm, Lynn Division Coordinator GWC	54118 Hum G012 – Intro to Art Golden West College	8/31/09-12/20/09	\$250.00
Farrow, James Fiscal Specialist OCC	POSC478 Admin. Law HIS386A Am. Social History Cal State Fullerton	08/24/09-12/07/09 08/25/09-12/08/09	\$2,000.00
Phonsiri, Stephani Staff Aide OCC	BUOM 485 Strategic Marketing Mngt. BUOM BUOM 467 Human Resources Mngt. BUOM 478 Organizational Ethics BUOM 464 Principles of Mngt. University of Vanguard	8/24/09-9/21/09 9/30/09-10/28/09 11/02/09-12/07/09 11/04/09-12/09/09	\$3, 000.00
Cruz, Sheila Kilayko Staff Aide CCC	18831 IDT 505-08 Hardware & Authoring 18832 IDT 510-08 Research & Statics Cal State Fullerton	08/22/09-12/11/09 08/22/09-12-11/09	\$3,000. 00
Coker, Paula Foundation Assistant CCC	MGT 435 Organizational Change Ashford University	09/22/09-10/26/09	\$647.02
Kyllingstad, Claire HR Specialist GWC	PSYC C170 Psychology of Aging CCC	10/26/09-12/20/09	\$250.00

**OPTION II SALARY
DIFFERENTIAL:**

Phan, Phuong
Matriculation Asst.
OCC

Management Institute
Certificate
OCC

08/31/09
Thru
12/20/10

1% Salary
Differential

Additional Administrative Comment

Agenda Details

Motion:

Created on 11/02/2009 at 08:35 AM by Kathleen S. Gerber, Last update on 11/12/2009 by Rodi Roddy, JZ

3.05.06 Authorization for Staff Development - Golden West College

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item Content

3.05.06 Authorization for Staff Development - Golden West College

Office of Instruction Symposium

Date(s): December 4, 2009

Purpose: Provide intensive training in the use of the scheduling worksheet and the Banner scheduling process.

Cost/Purpose/Funding Source: \$350 for food from IPD and Staff Development funds.

Criminal Justice Department Symposium

Date(s): January 12, 2010

Purpose: Re-examine and update the Criminal Justice Training Center mission, organizational goals, and objectives.

Cost/Purpose/Funding Source: \$255 for food from IPD and Staff Development funds.

Additional Administrative Content

Created on 11/02/2009 at 08:36 AM by G:\admin\lvm\last\lvm\lvm\11/12/2009 by Jcarr@ipd.us

3.06 FINANCIAL APPROVALS

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.06 Financial Approvals

Additional Administrative Content

Created on 11/02/2009 at 08:58 AM by Jodi Rodriguez. Last updated on 11/12/2009 by Jodi Rodriguez

3.06.01 Approval of Purchase Orders

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.06.01 Approval of Purchase Orders



purchaseorderdist.pdf

Additional Administrative Content

Created on 11/02/2009 at 09:33 AM by CCD/Rubin. Last updated on 11/12/2009 by Jodi Rodriguez.

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0318613	LPA Inc Architectural services for CCC Newport Beach Learning Center (GOB) Board Date: 09/30/09	CCC-GB	6204	1,618,300.00
P0318695	Cutting Edge Systems CNC router system for Technology classroom	OCC	6401	75,731.25
P0318669	Systems Technology Associates Inc SMA for HP hardware and software support	DIS	5638	40,283.52
P0318615	Elmco Duddy Scheduled maintenance on 3 Boilers needing recurring repairs/replacement	OCC	6250	27,586.00
P0318670	Systems Technology Associates Inc SMA renewal for HP server	DIS	5638	26,424.00
P0318585	Smarthinking Inc Tutoring Service Implementation and Assessment license	CCC	5699	26,400.00
P0318618	Innovation Wireless LLC KRONOsync Transmitter plus 100 clocks and 200 D cell batteries	OCC	6250	23,192.00
P0318671	OCE' SMA for OCE copier	GWC	5638	22,432.00
P0318698	SIGMAnet Inc Cisco computer network equipment	CCC	6412	20,147.18
P0318636	Transas USA Inc Radar simulator, software and training for Sailing Center	OCC	6402	17,120.00
P0318616	B & P Services Inc Recurring scheduled maintenance and repairs of Children's Center carrier chiller	OCC	6250	16,880.00
P0318587	USjournal.com LLC International Center advertising	OCC	5850	14,600.00
P0318586	College Board Accuplacer test units	OCC	4312	13,321.88
P0318617	Tint Pros	OCC-GB	5899	9,992.00
P0318620	Newport-Mesa Unified Sch Dist	OCC	5899	9,091.00
P0318637	Hoover Printing & Lithography Inc	OCC	4321	8,700.00
P0318682	So Cal Commercial Printing	GWC	4321	8,100.00
P0318621	MSC Industrial Supply	OCC	4312	8,000.00
P0318694	Synergy Productions	OCC	5699	7,088.31
P0318696	CDWG	CCC	4315	7,062.40
P0318642	Mobile Mini Inc	GWC-GB	6269	7,000.00
P0318703	Evisions Inc	DIS	5638	6,900.00
P0318673	Barr Technologies Inc	GWC	6411	4,377.84
P0318600	Office Depot	CCC	4312	4,200.00
P0318598	Dell Higher Education	OCC	4312	4,168.68
P0318644	Haworth Inc	GWC	4312	4,048.13
P0318700	Computerland of Silicon Valley	OCC	5699	3,923.74

Purchase Orders

P0318699	Dell Higher Education	OCC	4312	3,793.04
P0318672	Office Depot	OCC	4312	3,600.00
P0318599	Pacific Business Capital Corp	OCC	5657	3,120.71
P0318697	CDWG	CCC	4315	2,975.40
P0318626	North Net Fire Training Center	GWC	5684	2,500.00
P0318627	Prado Olympic Shooting Park	GWC	5684	2,500.00
P0318633	Dell Higher Education	OCC	6412	2,317.26
P0318646	RF MacDonald Co	GWC	5638	2,100.00
P0318614	Exclusive Construction	OCC	6250	1,980.00
P0318581	CCC Bookstore	CCC	4312	1,893.61
P0318649	Nat'l League for Nursing Accrediting Comm	GWC	5320	1,875.00
P316934	Office Depot	OCC	4312	1,815.82
P0318610	GWC Bookstore	GWC	4312	1,500.00
P0318648	Nat'l League for Nursing Accrediting Comm	GWC	5320	1,500.00
P0318691	Pete's Road Service Inc	DIS	5899	1,500.00
P0318663	MTM Business Systems	OCC	4312	1,493.86
P0318624	Films Media Group	GWC	6301	1,472.14
P0318640	Specialized Products Company	DIS	4315	1,453.66
P0318594	Blue Sky Outfitters	GWC	4312	1,415.10
P0318666	Storefront Door Repair	GWC	6250	1,285.00
P0318641	Titlewave Video Subtitling Service	OCC	5899	1,200.00
P0318668	Sehi Computer Products Inc	DIS	6411	1,178.90
P0318689	Camcor Inc	OCC	4312	1,176.47
P0318595	Tangram	CCC	4312	1,097.15
P0318580	ACTT: Assn of Classroom Teacher Testers	CCC	5699	1,082.06
P0318654	Scientific Equipment Repair	OCC	5657	1,000.00
P316935	Office Depot	OCC	4312	1,000.00
P0318690	Fisher Scientific	OCC	4312	876.20
P0318645	Baker & Taylor	GWC	6301	847.55
P0318651	Art Supply Warehouse	GWC	4312	812.00
P0318677	Time Warner Cable	CCC	5519	800.00
P0318647	Markertek Video Supply	GWC	4312	782.43
P0318660	Supreme Audio Inc	OCC	4312	755.58
P0318659	Sargent-Welch	OCC	4312	743.22
P0318625	Kater-Crafts Bookbinders	GWC	5899	734.13
P0318684	Fisher Scientific	OCC	4312	730.57
P0318608	Pacheco, Robert	OCC	5116	725.00
P0318658	Aves Studio	OCC	4312	711.50
P0318578	Accrediting Commission-CJC	GWC	5320	688.23
P0318652	CMC Rescue Inc	GWC	4312	688.10
P0318607	Intuit Inc	OCC	5699	662.40
P0318650	All State Police Equipment	GWC	4312	586.86
P0318590	Industrial Blade & Product Co	OCC	4312	549.57
P0318692	France Casting	OCC	4312	539.17
P0318597	Office Depot	OCC	4312	528.36
P0318701	Dell Higher Education	OCC	4312	521.95
P0318596	Sehi Computer Products Inc	OCC	4312	514.47

Purchase Orders

P0318632	Electronic Midi Services	GWC	5657	500.00
P0318588	Factory Express	OCC	4312	435.60
P0318635	Vivitar Security Systems Inc	DIS	5899	396.00
P0318629	Baker & Taylor	GWC	6301	384.57
P0318662	Ryonet Corp	OCC	4312	361.66
P0318643	Bolsa Gunsmithing	GWC	5657	350.00
P0318639	Benner Metals Corp	OCC	4312	337.68
P0318584	CDWG	CCC	4315	334.95
P0318653	Blick Art Materials	GWC	4312	327.94
P0318623	Pasco Scientific	GWC	4312	320.81
P0318593	Calif Tool Welding Supply	OCC	4312	313.14
P0318664	Turf Tire Distributors	OCC	5657	304.50
P0318591	OCC Food Services	OCC	4312	300.00
P0318609	Home Depot	OCC	4312	300.00
P0318675	Art Supply Warehouse	GWC	4312	300.00
P0318676	HB Digital Arts	GWC	4312	300.00
P0318678	Home Depot	GWC	4312	300.00
P0318604	Balanced Body	OCC	4312	290.48
P0318638	Follett Higher Education Group Inc #1094	OCC	4312	250.00
P0318687	Bio-Rad Laboratories Inc	OCC	4312	247.95
P0318679	Calif Car Covers	GWC	4312	229.49
P0318602	JRR Shop	OCC	4312	227.29
P0318686	Safeguard Business Systems	DIS	4312	220.77
P0318619	Dept of Social Services	OCC	5749	220.00
P0318661	Home Depot	OCC	4312	216.41
P0318688	FAES Inc	OCC	4312	212.06
P0318612	CACCRAO	CCC	5320	200.00
P0318667	Office Depot	GWC	4312	200.00
P0318674	GWC Bookstore	GWC	4312	200.00
P0318592	Cleverbridge Inc	OCC	5699	199.99
P0318611	Sehi Computer Products Inc	GWC	4315	190.80
P0318665	Lathem Time California Inc	OCC	4312	184.43
P0318603	Jim's Music Center	OCC	4312	172.91
P0318702	Dell Higher Education	DIS	4315	169.64
P0318630	Dell Higher Education	GWC	4315	139.10
P0318622	Hastings Plastics	OCC	4312	130.50
P0318685	Digital Networks Group Inc	OCC	4677	129.01
P0318589	Luck's Music Library	OCC	4312	126.14
P0318704	TechSmith Corp	DIS	5699	118.50
P0318582	Computerland of Silicon Valley	CCC	5699	117.00
P0318583	Computerland of Silicon Valley	CCC	5699	117.00
P0318634	Dell Higher Education	OCC	4315	116.42
P0318656	Discount School Supply	OCC	4312	104.59
P0318628	Apex Audio Inc	GWC	4315	102.65
P0318655	Dell Higher Education	OCC	4312	101.13
P0318631	Calif Pro Sports	GWC	4312	75.51
P0318579	Rip N Roll Inc	GWC	4312	73.25

Purchase Orders

P0318657	OCC Associated Students	OCC	4312	70.00
P0318605	Sculpt Nouveau	OCC	4312	58.73
P0318693	Apple Computer Inc	GWC	5699	53.29
P0318683	Carolina Biological Supply	OCC	4312	14.15
P0318601	Hitt Marking Devices Inc	DIS	4312	7.88
	Total			<u>2,109,846.32</u>

- 3000-3999 Staff Benefits
- 4200-4299 Books, Replacement of
- 4300-4799 Supplies/Printing
- 5100-5199 Consultants/Lecturers
- 5200-5299 Conferences/Travel
- 5300-5399 Dues/Memberships/Subscriptions
- 5400-5499 Insurance
- 5500-5599 Utilities/Services/Contracts
- 5600-5601 Film Rental
- 5630-5673 Repairs/Equipment and Facilities
- 5682-5699 Lease/Rentals
- 5700-5899 Other Expense of Operations
- 6100-6299 Site/Site Improvements/Building
- 6300-6399 Books, New Acquisitions
- 6400-6499 Equipment, New/Replacement

3.06.02 Ratification/Approval of Checks

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.06.02 Ratification/Approval of Checks



CheckApproval 11-18-09.pdf

Additional Administrative Content

Created on 11/02/2009 at 08:33 AM by CCCDB User. Last updated on 11/12/2009 by Joel Rodriguez

0136235	PacifiCare of California Medical Premiums	571,190.59	619001
0136233	Kaiser Permanente Medical Premiums	262,141.60	619001
0136165	Constellation New Energy Inc Electricity districtwide.	214,432.39	110001
0136508	Keenan & Associates Protected Insurance Program for Schools (PIPS)	211,299.00	618001
0136506	Coast Community College Dist. Medical Claims	171,514.62	619001
0136232	Coast Community College Dist. Medical Claims	121,518.49	619001
0136280	CCCD Student Refunds Student refunds.	43,008.70	110001
0136262	Avalon Center at Garden Grove Lease payment for One-Stop Center, Westminster	41,096.38	120023
0136145	Amer Assn of Comm Colleges Renewal of annual dues for American Association	39,780.00	110001
0136486	Southern Calif Edison Co Electricity districtwide.	39,066.51	110001
0136298	Dell Higher Education	24,940.50	110001
0136236	PacifiCare of California	21,980.22	619001
0136473	Pitney Bowes Reserve Account	20,000.00	110001
0136172	Drager Inc	18,077.52	120177
0136261	Atkinson, Andelson, Loya, Ruud & Romo	16,761.23	110001
0136406	Waxie Sanitary Supply	15,537.25	110001
0136339	Making Connections	15,000.00	120126
0136404	Visucate	14,463.75	120109
0136427	Advanced TechNIQX Inc	14,407.15	120109
0136163	Coast Community College District	14,075.00	124044
0136359	OC Auditor-Controller	12,400.00	110020
0136491	Tangram	10,471.47	120034
0136231	Tint Pros	9,982.00	413020
0136347	Mesa Consolidated Water Dist	9,891.25	110001
0136281	CDWG	7,649.31	120109
0136395	Snap on Industrial	6,775.07	120109
0136438	CCCD - SEOG	6,143.00	110001
0136365	Pacific Blue Micro	6,098.70	124056
0136466	Nexxtworks	5,998.65	110001
0136210	Townsend Public Affairs Inc	5,240.00	110001
0136271	Business Properties	5,111.14	110001
0136363	Office Depot	5,091.27	124044
0136181	Gerke Consulting & Development LLC	4,513.50	124044
0136161	Class Leasing Inc	4,000.00	110001
0136185	Hobsons Int'l Publications	4,000.00	110001
0136325	Harry Hughes	4,000.00	115080
0136386	Rutan & Tucker, LLP	3,884.68	110001
0136283	Certified Transportation Serv	3,796.21	110001
0136467	OC Auditor-Controller	3,575.00	110020
0136293	Computerland of Silicon Valley	3,554.38	120109
0136391	Semper Scientific	3,516.50	110001

0136220	Waxie Sanitary Supply	3,404.16	110001
0136222	Yosemite Water	3,193.91	110001
0136260	AT&T	3,077.44	110001
0136200	Richard Schwenz	2,975.00	115070
0136429	ASCAP S & E Licensing	2,944.75	110001
0136492	Time Warner Cable	2,904.00	110001
0136402	Time Warner Cable	2,903.97	110001
0136195	OCE'	2,804.00	110001
0136478	Wendy Rakochy	2,772.00	115090
0136459	Melissa Lara	2,757.90	110001
0136279	Caston Office Solutions	2,710.36	110001
0136218	Verizon California	2,696.64	110001
0136153	BMI	2,473.28	110001
0136216	Verizon California	2,442.40	110001
0136149	AT&T	2,438.02	110001
0136440	Paula Coker	2,352.80	110001
0136217	Verizon California	2,303.23	110001
0136482	Sears Commercial One	2,218.37	120081
0136445	Fisher Scientific	2,206.55	110001
0136362	OCE'	2,172.76	110001
0136370	Pitney Bowes Credit Corp	2,145.00	110001
0136448	Galls Inc	2,138.64	127010
0136295	CR & R	2,098.76	110001
0136166	CR & R	2,036.65	110001
0136209	Time Warner Cable	1,947.66	110001
0136420	Excel Door & Gate Co Inc	1,897.00	413030
0136221	Susan Wilcox	1,750.00	115090
0136463	Mobile Modular Management Corp	1,738.91	110001
0136354	Nextel Communications	1,733.03	110001
0136193	Nextel Communications	1,719.07	110001
0136141	Aberdeen Captioning Inc	1,717.00	115080
0136282	Century Publishing	1,695.00	110001
0136238	Aardvark Clay Supply	1,674.46	127011
0136479	Rhino Electric Supply	1,665.07	110001
0136390	Sehi Computer Products Inc	1,648.35	127010
0136425	CCCD Workers Comp Trust Fund	1,598.60	618001
0136208	Think Marketing Inc	1,550.00	115080
0136351	Bradley Moore	1,528.44	124073
0136405	Wards Natural Science	1,479.33	110001
0136286	City of Fountain Valley	1,401.63	110001
0136269	James Brown	1,400.00	115090
0136397	Sportspage Soccer Warehouse Inc	1,318.05	110001
0136234	Kaiser Permanente	1,312.70	619001
0136488	Stater Brothers	1,285.96	127010
0136211	Damian Tsutsumida	1,260.00	110001
0136454	Teresa James	1,243.00	110001
0136439	Coast Community College Dist.	1,224.00	110001
0136192	Conrad Moreno	1,212.51	110001
0136191	Matrix Imaging Products LLC	1,195.00	110001
0136472	Phoenix Group Info Systems	1,192.25	110020
0136500	Xerox Corp	1,188.57	110001
0136299	Dept of Justice	1,176.00	110001

Check Approval

0136360	OC Wholesale Flowers	1,164.99	127011
0136407	David Whyte	1,140.00	124086
0136332	Landauer Inc	1,113.58	110001
0136196	Office Depot	1,070.12	124026
0136316	Great Western Sanitary Supply	1,050.15	110001
0136154	Boys and Girls Club of Huntington Valley	1,039.00	124031
0136183	Hasler Financial Services LLC	1,029.52	110001
0136449	GovConnection Inc	1,028.35	110001
0136241	Marcy Alanraig	1,000.00	110001
0136291	Community College League of Calif	921.96	124056
0136460	Rachelle Lopez	921.00	110001
0136470	Office Depot	909.37	127010
0136373	Lorraine Prinsky	878.78	110001
0136266	Benner Metals Corp	875.71	127010
0136485	SIGMAnet Inc	865.63	120109
0136421	P2S Engineering	863.00	415041
0136254	AT&T	842.46	110001
0136155	Boys and Girls Club of Huntington Valley	842.00	124031
0136388	SC Sign & Supply LLC	834.11	110020
0136331	Valerie Klein	796.18	124073
0136151	Barboza & Associates	795.50	110001
0136277	Caster Technology Corp	756.48	110001
0136199	Performance Envelope	744.50	110001
0136499	Waxie Sanitary Supply	738.41	110001
0136312	Ganahl Lumber Co	731.70	110001
0136288	City of Westminster	730.81	110001
0136384	Rhino Electric Supply	723.96	110001
0136273	Calif Tool Welding Supply	698.88	110001
0136237	A to Z Wholesale Floral Supply Inc	698.18	127011
0136481	Scantron Corp	692.99	120034
0136294	Cone Instruments LLC	685.58	124079
0136409	Xerox Corp	685.13	110001
0136371	Joseph Poshek	675.00	120109
0136179	FRS Environmental	655.60	110001
0136338	Michelle Ma	631.76	110001
0136242	Alert Services Inc	626.69	110001
0136290	Coastal Press Inc	625.32	110001
0136143	ACOM Solutions	612.00	110001
0136447	Gale Group	607.32	110001
0136464	Model Glass & Mirror	598.00	110001
0136146	ARS Enterprises	593.01	110001
0136441	Commercial Landscape Supply	587.13	110001
0136308	Fry's Electronics	585.08	120034
0136329	Key Equipment Finance	578.55	110001
0136310	Gale Group	574.42	110001
0136318	Hardy Diagnostics	573.98	110001
0136372	Powertron Battery Co	571.37	110001
0136452	Home Depot	540.98	110001
0136201	Sehi Computer Products Inc	513.80	110001
0136323	Home Depot	504.02	110001
0136264	Baker & Taylor	494.29	110001
0136302	ERC Wiping Products Inc	479.25	110001

Check Approval

0136170	Displays2Go	472.48	124044
0136367	Barry Perrou	462.20	124086
0136267	Bill's Camera	459.63	127011
0136305	Flinn Scientific Inc	454.32	127012
0136244	Apex Audio Inc	454.00	110001
0136453	Hoover Printing & Lithography Inc	435.00	110001
0136444	Excel Sales & Services Inc	413.34	110020
0136468	OC Wholesale Flowers	405.64	127011
0136263	B & B Services	403.00	110001
0136212	Turf Tire Distributors	400.20	110001
0136147	Art Supply Warehouse	400.10	127011
0136497	Victory Custom Athletic Inc	394.39	110001
0136349	Micro Center	385.99	110001
0136461	Lynda.com	375.00	110001
0136361	OCC Food Services	372.14	110001
0136337	Lucci's Gourmet Food Inc	367.60	120074
0136489	Steris Corp	365.35	110001
0136336	Frederick Lockwood	362.40	120109
0136433	Bell's Industrial Service	361.11	110001
0136274	Camel Financial Inc	361.08	110001
0136258	AT&T	358.60	110001
0136275	Carolina Biological Supply	351.49	127012
0136501	Yale Chase Materials Handling Inc	344.09	110001
0136494	Verizon California	342.67	110001
0136424	CCCD Workers Comp Trust Fund	338.40	618001
0136443	ECS Refining	336.60	110001
0136422	Sehi Computer Products Inc	330.56	413010
0136169	Daniel Smith Inc	321.16	110001
0136180	Fuller Engineering Inc	305.15	124050
0136451	Heartwipe	300.00	115080
0136496	Verizon California	298.54	120023
0136348	Mesa Golf Carts	296.01	127005
0136239	Action Door Repair Corp	295.00	110001
0136446	Fuller Engineering Inc	292.10	124050
0136396	Southern Calif Edison Co	279.75	110001
0136474	Pivot Point International Inc	275.68	127010
0136319	Karen Harelson	265.65	110001
0136393	Sigma-Aldrich Inc	261.40	110001
0136344	Joumana McGowan	261.39	120109
0136156	Broughton Int'l	258.83	110001
0136292	Commvault Systems Inc	256.59	110001
0136171	DLT Solutions Inc	252.33	110001
0136186	Home Depot	250.99	110001
0136333	Janelle Leighton	243.69	110001
0136401	Dejah Swingle	234.32	124088
0136240	Alan's Lawnmower & Garden Ctr Inc	233.88	110001
0136462	Connie Marten	232.00	110001
0136142	Accessorie Air Compressor Systems Inc	229.67	110001
0136455	Johnstone Supply	228.80	110001
0136164	Consolidated Electrical Dist	226.69	110001
0136188	John Deere Landscapes	221.10	110001
0136493	Toshiba Business Solutions	215.33	110001

0136366	Pep Boys	212.69	110001
0136483	Shirtdistributor.com	210.82	110001
0136436	CACCRAO	200.00	110001
0136309	FV Self Storage & RV Center	199.00	110001
0136268	Bishop Company	191.23	110001
0136202	Siemens Water Technologies Corp	188.76	110001
0136198	Par West Turf Services	177.85	110001
0136246	AT&T	174.33	110001
0136382	Regal Awards	171.30	110001
0136205	Christian Teeter	171.26	110001
0136428	Andtech Corporation	170.00	110020
0136247	AT&T	169.62	110001
0136437	Calif Tool Welding Supply	162.08	110001
0136389	Security Signal Devices	157.85	120023
0136265	Lisa Becker	152.00	124086
0136330	Gary Kinzer	152.00	124086
0136326	Iron Mountain Records Mgmt	150.12	124044
0136490	Storage Place	150.00	110001
0136144	Amazon.com	149.98	110001
0136150	Gloria Ann Ayala	149.00	124087
0136248	AT&T	148.80	110001
0136353	Nextel Communications	141.99	110001
0136431	AT&T	134.21	110001
0136206	Karen Thayer	133.76	110001
0136301	Dunn Edwards	132.21	110001
0136383	Linda Rhines	130.26	110001
0136159	CIT Technology Fin Serv Inc	123.98	127002
0136194	OC Wholesale Flowers	123.98	127011
0136256	AT&T	123.46	110001
0136430	AT&T	123.46	110001
0136334	Hei-Yi Leung	122.40	124037
0136321	Marcela Hernandez	122.00	124037
0136328	Kelly Paper	119.63	110001
0136369	Pitman Co	119.51	110001
0136358	Tri Nguyen	118.00	110001
0136182	Hardy Diagnostics	117.70	110001
0136251	AT&T	117.22	110001
0136392	Siemens Water Technologies Corp	115.57	110001
0136484	Siemens Water Technologies Corp	115.57	110001
0136368	Diep Pham	115.50	110001
0136160	City Of Newport Beach	114.82	110001
0136381	Amy Rangel	113.85	110001
0136322	Karen Hinton	111.30	110001
0136350	Micro-Mark	110.55	127011
0136214	Verizon California	106.65	110001
0136311	Galls Inc	106.55	110020
0136317	Harbor Freight Tools	105.55	110001
0136167	Crown Ace Hardware	105.29	110001
0136158	CDT Inc	105.00	110001
0136442	Dept of Industrial Relations	105.00	110001
0136376	Prudential Overall Supply Co	104.77	110001
0136314	Grainger	103.51	110001

0136162	James Cline	101.75	110001
0136252	AT&T	98.81	110001
0136364	Orkin Inc	95.00	110001
0136187	JJ Keller & Associates Inc	93.10	127011
0136434	BJ Bindery Inc	92.44	110001
0136487	Staples Advantage	91.94	124007
0136315	Graybar Electric	91.43	110001
0136276	Carroll Promotions Inc	89.11	110001
0136189	Kelly Equipment	87.34	110001
0136157	Caston Office Solutions	86.46	110001
0136303	Ewing Irrigation Products	85.96	110001
0136400	Dejah Swingle	85.00	124088
0136458	Lakeshore Learning Materials	81.80	127012
0136340	Earnest Marchbank	81.60	124015
0136432	AT&T Mobility	81.26	110001
0136469	OCTMA	80.00	110001
0136272	Calif Commercial Lighting Supply Inc	77.32	110001
0136243	Allied Refrigeration Inc	76.67	110001
0136456	JW Pepper & Son Inc	75.07	110001
0136300	Stephanie Dumont	74.00	110001
0136343	Elias Marron	74.00	110001
0136356	Jimmy Nguyen	74.00	110001
0136203	Sparkletts	73.44	110001
0136471	Pep Boys	73.15	110001
0136190	Kelly Paper	70.27	110001
0136184	Hitt Marking Devices Inc	70.14	110001
0136495	Verizon California	69.41	110001
0136507	Keenan & Associates	68.12	618001
0136377	Prudential Overall Supply Co	66.77	110001
0136255	AT&T	66.34	110001
0136465	Nat'l Construction Rentals Inc	65.25	110001
0136176	Benjamin Figueroa	65.00	110001
0136178	Joseph Filson	65.00	110001
0136197	Orkin Inc	65.00	110001
0136355	Michelle Ngo	65.00	110001
0136289	Coastal Carbonic	64.82	124050
0136285	Cintas First Aid & Safety	64.22	110001
0136168	CTI-Valueline	63.27	127010
0136245	Apple Computer Inc	63.08	110001
0136327	JW Pepper & Son Inc	62.58	110001
0136152	Evelyn Bell	61.05	120073
0136270	Zhenghong Broyles	60.50	110001
0136284	Berlynn Ching	59.40	110001
0136450	Hardy Diagnostics	58.73	110001
0136250	AT&T	56.82	110001
0136378	Prudential Overall Supply Co	56.64	110001
0136306	Hilda Friend	54.00	124015
0136387	Michelle Sambrano	54.00	124015
0136423	CCCD Workers Comp Trust Fund	51.70	618001
0136394	Smog & Gas of Costa Mesa	50.00	110001
0136213	USA Mobility Wireless Inc	48.39	110001
0136498	Wards Natural Science	47.14	110001

0136249	AT&T	44.15	110001
0136385	Cheryl Rojas	44.00	110001
0136219	Walters Wholesale Electric Co	43.83	110001
0136313	Erica Gant	42.11	124006
0136380	Rand McNally	42.03	110001
0136346	Linda Mellor	41.47	120073
0136297	Day-Timers Inc	39.07	110001
0136253	AT&T	39.06	110001
0136357	Tri Nguyen	36.50	110001
0136341	Earnest Marchbank	36.30	124015
0136398	Staples Advantage	34.57	110001
0136204	Stater Brothers	32.51	110030
0136259	AT&T	30.59	110001
0136320	Leslie Hargrove	29.87	120073
0136375	Prudential Overall Supply Co	28.35	110001
0136457	Label Source Inc	27.31	110001
0136335	Deborah Lewis	24.97	120073
0136278	Jerry Castillo	24.75	110001
0136215	Verizon California	24.49	110001
0136287	City of Huntington Beach	24.09	110001
0136174	Ewing Irrigation Products	22.84	110001
0136207	The Gas Company	22.70	110001
0136435	Business Office Solutions	22.53	124044
0136173	Stephanie Dumont	20.00	110001
0136177	Benjamin Figueroa	20.00	110001
0136476	Prudential Overall Supply Co	19.11	110001
0136374	Prudential Overall Supply Co	18.62	110001
0136477	Prudential Overall Supply Co	18.62	110001
0136342	Marinus Scientific	17.13	110001
0136379	Prudential Overall Supply Co	16.28	127001
0136475	Prudential Overall Supply Co	16.28	127001
0136307	Hilda Friend	16.00	124015
0136403	Angelyn Tran	16.00	124015
0136175	Federal Express Corp	15.16	110001
0136345	Richard Melim	15.00	110001
0136352	Linda Newman	15.00	110001
0136399	Stater Brothers	14.49	127010
0136148	AT&T	13.18	110001
0136426	Aardvark Clay Supply	11.76	127012
0136257	AT&T	11.37	110001
0136296	Crown Ace Hardware	8.12	110001
0136408	World Point	7.95	127010
0136410	Yosemite Water	4.80	127012
0136480	Robert Skeels & Co	2.90	110001
0136324	Hub Auto Supply	2.51	110001

Total

\$ 2,188,487.84

3.06.03 Check List for General Obligation Bond Fund

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.06.03 Check List for General Obligation Bond Fund



CheckApprovalBond 11-18-09.pdf

Additional Administrative Content

Created on 11/02/2009 at 08:38 AM by CCGPBudge. Last update on 11/12/2009 by JCD/Rodriguez.

Check ApprovalBond

0136227	USS Cal Builders Inc OCC Softball Field Bid No:1964	115,653.00	420233
0136411	First Amer Title Insurance Co CCC Land Development	100,000.00	420894
0136223	Amer Landscape Inc OCC upgrade softball field, Bid 1964 Landscaping/Irrigation	76,231.00	420233
0136503	CEM Lab OCC Bldg CHS and Lab Sciences	57,261.25	420207
0136419	TYR Inc	24,096.00	420356
0136417	Steinberg Architects	16,033.80	420356
0136414	MTGL	13,757.79	420356
0136228	USS Cal Builders Inc	12,850.00	420233
0136225	CCC Contract Education	6,796.24	420894
0136505	TBP/Architecture	5,002.30	420233
0136502	AEPC Group LLC	4,245.00	420248
0136229	Verne's Plumbing Inc	3,996.00	420233
0136412	Fisher Scientific	1,420.08	420207
0136413	ModSpace	761.26	420399
0136415	Newson Brown Acoustics LLC	760.00	420348
0136418	Storefront Door Repair	600.00	420348
0136230	Verne's Plumbing Inc	444.00	420233
0136224	C2 Reprographics	365.74	420207
0136504	MTGL	315.00	420316
0136416	State Water Resources Ctrl Brd	308.00	420233
0136226	Geosyntec Consultants	259.56	420894

Total

\$ 441,156.02

3.06.04 Authorization for Special Payments - Orange Coast College

Meeting: 11/18/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.06.04 Authorization for Special Payments - Orange Coast College

Payment of \$1,200 for the 2009-2010 annual institutional fee for Joint Review Committee on Education for Diagnostic Medical Sonography, St. Paul, MN. This is required for the accreditation of the Diagnostic Medical Sonography program.

Additional Administrative Content

Action/Agenda Details

Motion:

Created on 11/02/2009 at 03:33:21 PM by Lynnette Minor, Last Modified: 11/12/2009 by Joe Rodriguez



4.00 Action Items

Meeting: 11/18/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.00 ACTION ITEMS

(Green Pages)

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

Additional Administrative Content

Create on 11/18/2009 at 08:35 AM by Laine Swarth. Use agenda 11/18/2009 by Joe Rodriguez.

4.01 Approval of Agreements - Coastline Community College

Meeting: 11/18/2009 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Action
 Public Access: Yes

Agenda Item 501610

4.01 Approval of Agreements - Coastline Community College

4.01.01 Approve Agreement between the Coast Community College District and Old Dominion University to Provide Services in Support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE)

After review by the Acting College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between the Coast Community College District and Old Dominion University who shall serve as subcontractor to CCCD in support of the DL-NCPACE program designed for Sailors assigned full-time to Navy sea-duty. The initial term of the Agreement shall be from October 1, 2009 through September 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Old Dominion University Attachment #4)

Fiscal Impact: All operational and subcontractor costs incurred by Coastline as the primary contractor for the delivery of the NCPACE distance learning program are covered by contract income, with a net revenue of approximately \$200,00 per year.



Old Dominion University.pdf

Additional Administrative Content

Created by: [unclear] Date: 11/18/2009 11:26:00 AM File: 4010101.pdf

4.02 Approval of Agreements - Golden West College

Meeting: 11/18/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.02 Approval of Agreements - Golden West College

NONE

Additional Administrative Comment

Created on 11/12/2009 at 03:33 AM by Christine Ivin. Last update on 11/12/2009 by Jodi Rodriguez.

Agenda Item

4.03 Approval of Agreements - Orange Coast College

Meeting: 11/18/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

4.03 Approval of Agreements - Orange Coast College

4.03.01 Approve Non-Standard Agreement between the EMC Corporation and the Coast Community College District for the purpose of offering instruction in the EMC Academic Alliance Program for Students Enrolled in the Convergence Technology and Network Administration Programs

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between the EMC Corporation and the Coast Community College District for the purpose of offering instruction in the EMC Academic Alliance program for students enrolled in the Convergence Technology and Network Administration programs as requested by the company for three (3) years from the date of signing. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 6)

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

4.03.02 Approve Non-Standard Agreement between Hurley International, LLC and the Coast Community College District to authorize Orange Coast College to sell Hurley Merchandise in the OCC Frank M. Doyle Gallery Store

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between Hurley International, LLC and the Coast Community College District for the purpose of authorizing Orange Coast College to sell Hurley merchandise in the OCC Frank M. Doyle gallery store commencing on November 14, 2009, and ending on January 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 7)

Fiscal Impact: All merchandise will be on consignment. Hurley will be paid a specified wholesale value for each item sold (ranging between 45% to 55% of the retail sale price).



EMC Academic Alliance.pdf



Hurley International, LLC.pdf

4.04 Approval of Agreements - District

Meeting: 11/18/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

4.04 Approval of Agreements - District

4.04.01 Approval of New District Standard Agreement for Use of Weapons Firing Facility for Use by the Golden West College Criminal Justice Training Center

After review by the District's General Counsel, it is recommended by the Interim Chancellor that approval be given for the use of the Standard Agreement for Use of Weapons Firing Facility by the Golden West College Criminal Justice Training Center (CJTC). This Standard Agreement will enable the Golden West College CJTC to establish vital business relationships with local and regional weapons firing facilities so that CJTC students and staff can comply with the California Peace Officer Standards for Training (POST) requirements. (See Attachment #8)

Fiscal Impact: No fiscal impact to approve this as a District Standard Agreement for future use.



Standard Weapons Firing Facility Use Agreement.docx

Agenda Item Content

Agenda Item Content

4.05 Buildings and Grounds Approvals

Meeting: 11/18/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.05 Buildings and Grounds Approvals



BuildingsAndGrounds1118.pdf

Additional Administrative Content

Agenda Item Details

Motion:

Created on 11/18/2009 at 09:57 PM by 0000316. Last updated on 11/18/2009 by user 0000316

4.05.01 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 Interim Chancellor or Vice Chancellor of Administrative Services, a Notice of Completion will be filed with the County of Orange Clerk Recorder's Office. Thirty-five (35) days after filing of the Notice of Completion and public notification to all subcontractors, the District is authorized to pay fees due, accepting all work and/or materials as satisfactorily completed by the contractors. In the event of a dispute between the District and the Contractor, the District may withhold from the retention an amount not to exceed 150 percent of the disputed amount.

OCC Softball Field; Bid No. 1964

Category A – Demolition/Earthwork/Grading
Contractor: GCI Construction Inc.

Category B – Site Utilities
Contractor: Engineering/Remediation Resources Group, Inc.

Category C – Concrete/Masonry
Contractor: MJ Contractors, Inc.

Category D – Landscaping/Irrigation
Contractor: American Landscape, Inc.

Category E – Carpentry/Steel
Contractor: MJ Contractors, Inc.

Category F – Electrical
Contractor: Ace Electric

Category G – Plumbing
Contractor: Verne's Plumbing Inc.

Category H – Specialties
Contractor: USS Cal Builders Inc.

4.05.02 Approve Independent Contractor Agreement with Bundy Finkel Architects; Orange Coast College Student Center Temporary Swing Space

After review by the Orange Coast College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Interim Chancellor that authorization be given to employ Bundy Finkel Architects for consulting services for the Orange Coast College Student Center Temporary Swing Space pursuant to the District's Standard Independent Contractor Agreement.

The scope of services is to include the following tasks:

Buildings and Grounds

1.	Research site information	\$ 1,100
2.	Field survey for spot elevation	\$ 2,000
Concept Design Services:		
3.	Site design, meetings	\$ 2,100
4.	Concept grading and utility site plan – 2,000 x 1.05	\$ 2,100
5.	Concept dry utility plan – 1,000	\$ 1,000
Construction Documents Services:		
6.	Site design, specifications, meetings	\$ 3,400
7.	Grading plans, wet utility plan – 4,100 x 1.05	\$ 4,300
8.	Electrical site plan	\$ 2,000
9.	Reimbursable expenses	\$ 800
Total for above services: \$18,800		

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

Fiscal Impact: \$18,800 (Measure C – General Obligation Bond Funds)
Master Plan Approved Project
OCC Upgrade Student Services
OCC Student Center

4.05.03 Approve Independent Contractor Agreement with IDS Group, Inc.; Orange Coast College Seismic Assessment of Book Store Building

After review by the Orange Coast College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction, and the Vice Chancellor of Administrative Services, it is recommended by the Interim Chancellor that authorization be given to employ IDS Group, Inc. for structural engineering services for the Orange Coast College Seismic Assessment of Book Store Building pursuant to the District's Independent Contractor Agreement.

The scope of service is to include the following tasks:

1. Conduct a site visit to review the building's existing condition
2. Review existing drawings
3. Perform structural seismic assessment
4. Provide opinion of cost estimate to mitigate seismic deficiencies
5. Include the findings of the building assessment in the overall report of the project

The fee to perform the above service is \$9,750

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

Fiscal Impact: \$9,750 (District Capital Funds)

4.05.04 Approve Addendum No. 1 for C.W. Driver; Orange Coast College Softball Field

After review by the Orange Coast College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Interim Chancellor that authorization be given to accept Addendum No. 1 for additional construction management services for the Orange Coast College Softball Field.

The scope of services is to include the following:

- | | |
|-------------------------------------|---------|
| 1. Additional Reimbursable Expenses | \$3,300 |
|-------------------------------------|---------|

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

Fiscal Impact: \$3,300 (General Obligation Bond Fund/Measure C)
 Master Plan Approved Project
 OCC Upgrade Health/Wellness Facilities
 OCC Upgrade Softball Field

4.05.05 Approve Addendum No. 4 for AEPC Group, LLC; Orange Coast College Student Center Remodel

After review by the Orange Coast College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Interim Chancellor that authorization be given to accept Addendum No. 4 for AEPC Group, LLC for architectural and engineering services for the Orange Coast College Student Center Remodel.

The scope of service is to include the following tasks:

- | | |
|-------------------------------------|---------|
| 1. Additional Reimbursable Expenses | \$3,000 |
|-------------------------------------|---------|

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

Fiscal Impact: \$3,000 (Measure C - General Obligation Bond Fund)
 Master Plan Approved Project
 OCC Upgrade Student Services
 OCC Student Center

4.06 General Items of Business - Coastline Community College

Meeting: 11/18/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

4.06 General Items of Business - Coastline Community College

4.06.01 Substantive Change Proposal

It is recommended that approval be given to submit a Substantive Change Proposal to the Accrediting Commission for Community and Junior Colleges titled, "Change in Geographical Area Served: A Contract Education Early College High School Program for Non - U.S. Nationals at a Private High School in China".
Proposal Fee: \$500

Additional Administrative Content

Created on: 11/02/2009 at 08:53 AM by: [redacted] and [redacted] Submitted for review on: 11/17/2009 by: John Rodriguez

4.07 General Items of Business - Golden West College

Meeting: 11/18/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.07 General Items of Business - Golden West College

NONE

Additional Administrative Comment

Created on 11/09/2009 at 08:53 AM by Christiana B. Last Update on 11/12/2009 by Jodi Rodriguez

4.08 General Items of Business - Orange Coast College

Meeting: 11/18/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Agenda Item Content

4.08 General Items of Business - Orange Coast College

NONE

Additional Administrative Content

Creation: 11/22/2009 at 08:51 AM by Lyndee Wilson, Las Vegas, NV; Last Modified: 11/22/2009 by Todd Beardsley

4.09 General Items of Business - District

Meeting: 11/18/2009 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content

4.09 General Items of Business - District**4.09.01 Authorization for Systems Technology Associates (STA) to Replace District Office Storage Area Network (SAN) Utilizing WSCA Contract B27164**

District's existing Storage Area Network (SAN) is obsolete and is no longer supported by Dell/EMC.

The new Storage Area Network (SAN) \$95,342 cost includes five years of Hewlett Packard support and maintenance, installation, implementation, data migration from the existing SAN, freight and sales tax.

After review by the Administrative Director, District Information Services, Director of Purchasing and Vice Chancellor of Administrative Services, it is recommended the Board of Trustees authorize the purchase of a Storage Area Network (SAN) from Systems Technology Associates. The Board President or designee is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #5)

Fiscal Impact: \$95,342 from General Funds



11-18-09 Board Attachment - STA SAN CCC WSCA EVA 110609.pdf ATTA4S24.pdf

4.09.02 Authorization to Amend the Agreement with Townsend Public Affairs for District Legislative Advocacy and Public Relations Services

At the request of the President of the Board of Trustees, it is recommended that the Coast Community College District be authorized to amend the Agreement with Townsend Public Affairs to perform legislative advocacy consulting services in Sacramento, California, and Washington, D.C.

The contract amendment shall be month to month, with a term beginning January 1, 2010 through December 31, 2010, subject to termination by either party upon giving 30 days written notice. The monthly retainer for these services shall be \$5,000 per month, plus actual, reasonable and necessary costs approved by the District.

The District General Counsel is directed to prepare the contract amendment and the Board President, or designee, is authorized to sign the amendment and any related documents on behalf of the Board of Trustees.

Fiscal Impact: \$5,000 per month

4.10 Policy Implementation

Meeting: 11/18/2009 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content**4.10 Policy Implementation****4.10.01 Adoption of Policy 010-2-5, Board Meetings, Public Participation and Decorum Guidelines**

The Board had the opportunity to review Policy 010-2-5, Board Meetings, Public Participation and Decorum Guidelines at the November 4, 2009 Board Meeting.

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Board adopt Policy 010-2-5, Board Meetings, Public Participation, and Decorum Guidelines.

INTRODUCTION
(Board of Trustees)

010-2-5
 Revised 09/03/86
 Revised 07/01/87
 Revised 02/19/03
 Revised 03/04/09
 Last Revised XX/XX/XXXX

BOARD MEETINGS, PUBLIC PARTICIPATION AND DECORUM GUIDELINES**A. Meetings of the Board of Trustees****1. Regular Meetings**

Regular Meetings of the Board of Trustees of the Coast Community College District will be set annually by Resolution and be held on the first and third Wednesday of each month, except for January, June, July, and December, which will be monthly. In the months of January, June, and July, the Regular Meetings shall be held on the third Wednesday. In December, the Board will hold one Regular/Organizational Meeting on the second Wednesday of the month, unless otherwise authorized by law. Regular meetings shall commence at 6:30 p.m. when a Closed Session is not scheduled. Regular meetings with a Closed Session will commence at 5:00 pm for the Closed Session, with the open portion of the Meeting reconvening at 6:30 p.m. The Board conducts Study Session Regular Meetings in March, August, and October. The March Study Session is devoted primarily to budget matters, and the August and October Study Sessions are open for topics which will be established by the Board. The Board also reserves the second Regular Meeting of each April to commence at 5:30 p.m. for the primary consideration of staff recognition activities; the Board also may consider a date for an Annual Retreat Meeting.

2. Special Meetings

Special meetings may be called by the President of the Board or by a written request by a majority of members, stating the business to be transacted. Special meetings also may be convened at any time with majority consent of the Board, with at least twenty-four hours notice in compliance with the provisions of the Ralph M. Brown Act. Written notice shall be given by the Secretary of the Board as provided by law. No business may be transacted in Special Meetings except as specified on the posted Agenda.

3. Emergency Meetings

When the majority of the Board determines that an emergency situation exists, it may call an emergency meeting. An "emergency" is defined as a crippling activity, work stoppage, or other activity that severely impairs public health, safety, or both. At the conclusion of any emergency meeting, the minutes of the meeting, a list of persons whom the Board notified or attempted to notify, a copy of the roll call votes, and any actions taken at the meeting shall be posted for a minimum of ten days in a public place as soon after the meeting as possible.

4. Presiding Officer

The President of the Board will preside at all meetings. In the absence of the President, the Vice President or other Board Member as designee shall preside. The Board shall use Sturgis Rules of Order to conduct meetings, unless otherwise determined by the Board. A majority of the Board shall constitute a quorum for the transaction of all business, and a majority of the membership of the Board shall be necessary to take action on any motion unless otherwise provided by law. All Open Session votes of the Board of Trustees shall be public.

5. Publication and Posting of Agendas

A topical agenda will be prepared by the Secretary of the Board for each meeting, and will be posted on the bulletin board on the north side of the Administration of the Coast Community College District, 1370 Adams Avenue, Costa Mesa, Ca 92626 at least seventy-two hours prior to the start of each Regular Meeting, and at least twenty-four hours prior to the start of each Special Meeting, unless otherwise provided by law. All Board Meeting Agendas will be posted in compliance with applicable law, and will clearly state the date, time, and location of the meetings. All Board Meeting Agendas will also be posted on the District website, www.cccd.edu, seventy-two hours in advance of Regular Meetings, and at least twenty-four hours in advance of Special Meetings. Board Agendas shall also be distributed to any media outlet or member of the public that has made a request in writing to receive them. Concerning emergency meetings, absent a dire emergency, telephonic notice must be provided to all media outlets that have requested Board Agendas, at least one hour before the meeting. In the case of a dire emergency, notice need only be provided at or near the time that notice is provided to the members of the Board. A dire emergency is a crippling disaster, mass destruction, terrorist act, or a threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both, as determined by a majority of the members of the Board

The Board shall not take action on any matter other than items on the written agenda except as otherwise permitted by law. The agenda, as written and presented, will be followed unless the Board President, with the consent of the Board, determines a need to alter the order.

B. Public Participation and Decorum Guidelines at Board of Trustees' Meetings

1. Board Meetings

All Board meetings are open to the public, except for Closed Sessions. Members of the public who wish to address the Board should complete a blue speaking request form, located immediately outside of the Board Room, and submit it to the Secretary of the Board prior to the start of the Board's Open Session. Topics related to Agenda items will be heard prior to or when the item arises on the Agenda. Speakers wishing to address the Board regarding items not on the Agenda will have the opportunity to do so prior to the adjournment of the Open Session.

A member of the Board, once recognized by the Chair, shall not be interrupted when speaking unless it be to call the member to order or as herein otherwise provided. If a member, while speaking, is called to order, the member shall cease speaking until the question of order is determined, and, if in order, he or

she shall be permitted to proceed.

Speakers addressing the Board should address the Board through the Board Chair and not address comments to staff members. Public speakers are limited to five minutes per item.

2. Large Groups and Organizations

Large groups and organizations wishing to appear before the Board are encouraged to identify one or two spokespersons that may:

- a) Introduce members in attendance in support of the group's position.
- b) Present a consolidated statement to the Board.

3. Board Chair Authority

- a) The Board Chair shall have authority to control the meeting in an orderly and civil manner. Profanity, obscenity, or other offensive language may be ruled out of order. Threats directed toward any person or property shall be ruled out of order.
- b) In the event that the meeting is willfully interrupted by the actions of one or more persons so as to render the orderly conduct of the meeting unfeasible, the Board Chair will ask the person or persons to leave the meeting room.
- c) Speakers who engage in such conduct will be denied the opportunity to address the Board for the duration of the meeting.
- d) A warning and request that the persons curtail the disruptive activity will be made by the Board Chair. If the behavior continues, the person will be asked to leave or will be removed by Security staff, based on a finding that the person is violating this Policy, and that such activity is intentional and has substantially impaired the conduct of the meeting.
- e) If, in accordance with these rules, order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Board Chair may order the meeting room cleared and may continue in session. The Board shall consider only matters appearing on the Board Meeting Agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this rule.

Education Code 72000, 72121, 7212.5, 72122, 72129
Government Code Section 54954.2
Government Code Section 54954.3
Government Code Section 54956
Government Code Section 54956.5

INTRODUCTION
(Board of Trustees)

010-2-5.1
Approved 02/19/03

DECORUM

~~The following will be ruled out of order by the Presiding Officer of the Board:~~

~~Profanity, obscenity, and other offensive language.~~

~~Physical violence and/or threats of physical violence directed towards any person or property.~~

~~Any person or persons who willfully disrupt or interfere with proceedings, so as to render the orderly conduct of the meeting unfeasible, may be removed from the meeting room.~~

~~Speakers who engage in disorderly or disruptive conduct may be removed from the podium and denied the opportunity to speak to the Board for the duration of the meeting.~~

~~Before removal, a warning and a request that the person(s) curtail the disruptive activity will be made by the Presiding Officer of the Board. If the behavior continues, the person(s) may be removed by the Presiding Officer, with the consent of the Board, based on a finding that the person(s) is (are) violating this policy and that such activity is substantially impairing the conduct of the meeting.~~

~~If, in accordance with these rules, order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the Presiding Officer may order the meeting room cleared and may continue in session. The Board shall consider only matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this rule.~~

Education Code Section 72121.5
Government Code Section 54954.3(b)

~~Additional Administrative Content~~

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4.11 Resolutions

Meeting: 11/18/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.11 Resolutions

4.11.01

Coast Community College District Board of Trustees Resolution #09-47

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meeting

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

WHEREAS, on November 4, 2009 the Board of Trustees of the Coast Community College District held a Regular Board meeting; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that Trustee Jerry Patterson shall be paid at the regular rate of compensation for the Board meeting on November 4, 2009.

Agenda Item Content

Agenda Item Content

4.12 Approval of Minutes

Meeting: 11/18/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Agenda Item Content

4.12 Approval of Minutes

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

Regular meeting of: November 4, 2009

Special Meeting of: November 9, 2009



Min 11-4-09 Regular Meeting.pdf SM Min 11-09-09.pdf

Additional Administrative Content

Created on 11/02/2009 at 08:35 AM by Jodi Rodriguez. Last update on 11/12/2009 by Tracey Sanders.

5.00 Public Comment (Items not on Agenda)

Meeting: 11/18/2009 Regular Meeting
Category: 5. Public Comment
Agenda Type: Information
Public Access: Yes

Agenda Item Content

5.00 Public Comment (Items not on Agenda)

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

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

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

Additional Information/Comments

Created on 11/18/2009 10:53 AM by J. Rodriguez, last updated on 11/18/2009 10:53 AM by J. Rodriguez

6.00 Adjournment

Meeting: 11/18/2009 Regular Meeting
Category: 6. Adjournment
Agenda Type: Information
Public Access: Yes

Agenda Item Content

6.00 Adjournment

Additional Administrative Content

Creation: 11/10/2009 10:33 AM by Nara, Jill / Last Update: 11/18/2009 10:33 AM by Joun, Patricia



Regular Meeting
Board of Trustees
Coast Community College District

District Board Room

5:00 p.m. Closed Session, 6:30 p.m. Regular Meeting

November 4, 2009

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on November 4, 2009 in the Board Room at the District Office.

1.00 Procedural Matters

1.01 Call to Order

Board President Jim Moreno called the meeting to order at 5:02 p.m.

1.02 Roll Call

Trustees Present: Jim Moreno, Mary Hornbuckle, Walter Howald, Lorraine Prinsky
and Student Trustee Robert Lane

Trustees Absent: Jerry Patterson

1.03 Public Comment (Open Session – Items on Agenda)

Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE), addressed the Board regarding Agenda Item 1.04.01 Public Employment, # 9 Educational Administrators.

1.04 Recess to Closed Session

The Board recessed to Closed Session at 5:10 p.m. to discuss the following items:

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

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

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Classified Staff
 - a. Division Area Office Coordinator
6. Classified Temporary Assignments
7. Hourly Staff
8. Substitute Classified
9. Educational Administrators
10. Classified Managers
11. Student Workers
12. Clinical Advisor/Summer

1.04.02 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "b" of Government Code Section 54956.9)

Threatened litigation by Vicki Williams

1.04.03 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "c" of Government Code Section 54956.9)

Potential initiation of litigation – 1 Case

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

*Morgenstern v. Orange Coast College et al., Orange County Superior Court Case
No. 30-2008-00109222*

*Orellana v. Coast Community College District, Orange County Superior Court Case
No. 30-2008-00114631*

*Coast Federation of Classified Employees v. Coast Community College District
("Me too" Grievance)*

Campbell v. Coast Community College District (CFCE)

Warwick v. Coast Community College District (CFE)

*Faber v. Coast Community College District et al., Orange County Superior Court Case
No. 30-2009-00126090*

*Medina v. Coast Community College District Orange County Superior Court Case
No. 00289630*

1.04.05 Public Employee Discipline/Dismissal/Release (Pursuant to Section 54957)

1.04.06 Public Employee Performance Evaluation (pursuant to Section 54957)

Position: Educational Administrators

1.04.07 Conference with Labor Negotiator (Pursuant to Government Code 54957.6)

Agency Negotiator: Joseph Quarles Ed.D., Vice Chancellor, Human Resources
Employee Organizations: Coast Federation of Classified Employees (CFCE),
Coast Community College Association - California Teachers Association/
National Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT),
Unrepresented Employees: Association of Confidential Employees (ACE),
Unrepresented Employees: Educational Administrators

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

Position: Chancellor: Coast Community College District

1.04.09 Conference with Labor Negotiator (Pursuant to Government Code 54957.6)

Unrepresented Employee: Chancellor, Coast Community College District
District Negotiator: Trustee Jim Moreno, Board President

1.05 Reconvene Regular Meeting

The Board reconvened to Open Session at 6:51 p.m.

1.06 Pledge of Allegiance

Ms. Hornbuckle led the Pledge of Allegiance to the United States.

1.07 Report of Action in Closed Session

Christian Teeter, Secretary of the Board of Trustees provided the following Report of Action in Closed Session:

On a motion by Mr. Howald and seconded by Ms. Hornbuckle regarding Agenda Item 1.04.01 Public Employment, # 9 Educational Administrators, the Board voted to approve the assignment with Edward Fratantaro for the period of November 5, 2009 to January 31, 2010, and approved the standard employment agreement for the same, further authoring a recruitment for a one-year position contingent upon the recruitment commencing forthwith.

Motion carried with the following vote:

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

On a motion by Ms. Hornbuckle and seconded by Mr. Howald the Board voted to approve the remaining items of Agenda Item 1.04.01 Public Employment.
(See appendix A, pages 19-24)

Motion carried with the following vote:

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

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the settlements with Jessica Medina and Marco Medina under Agenda Item 1.04.04.

Motion carried with the following vote:

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

1.08 Public Comment (Open Session - Items on Agenda)

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

1.09 Presentations, Ceremonial Resolutions and Public Hearings

None

1.10 Acceptance of Retirements

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

Classified

Beihl, Marla, CCC, Typist Clerk, Intermediate, retirement effective 11/02/09.

Marla Beihl began her journey at the Coast District back in January of 1998 as a Typist Clerk, Intermediate working for the Dean of CTE at Coastline Community College. Marla loved to help solve student problems, enjoyed her contact with students, faculty and staff and most importantly loved to have a good party and a good laugh! She can't wait to start her retirement and spend more time with her family and friends. She will surely be missed at Coastline and we wish to extend to her both an official and personal thanks for her contributions to Coastline College throughout her career.

Mayberry, Michael, DIST, Delivery Driver, retirement effective 10/21/09.

After 30 years of working in the neighboring oil fields, Mike Mayberry came to the Coast Community College District family in 1998. As our dependable Mail Delivery Driver, Mike was always willing to expand his regular work routine in order to provide exceptional service to our District office and campuses. For the past 10 years Mike's dependability, initiative, and positive attitude have embodied the character of service-centered work for our department and our District. In his retirement, Mike will be enjoying the outdoors on his new five-acre property in Oregon. The transportation team wishes Mike the best of health and happiness in his new adventure.

Pomeroy, Jacqueline, DIST, Benefits Technician, retirement effective 12/31/09.

Jacque Pomeroy started in the Benefits Office in August 1998. She is one of the hardest working employees in the District. She hits the ground running when she arrives each morning and works continuously all day. Our retirees will miss seeing Jacque and having a chat with her when they drop off their premium payments each month. Retirement will allow Jacque and her husband, Bob, the opportunity to travel to Cabo San Lucas to visit their children and their handsome grandsons. She will be greatly missed in the Benefits Office and we wish her all the best in retirement.

Wright, Donna, OCC, Staff Aide, retirement effective 12/31/09.

Donna Wright started working for the Coast Community College clerical pool in 1983. In 1989, she became the permanent part-time athletic secretary at Orange Coast College. Her primary responsibilities were to certify academic eligibility for student-athletes, schedule all contests for the 23 teams at OCC, prepare budget requests, and process required government reports on gender equity. During her 20 years of service, she processed eligibility for approximately 10,000 student-athletes, represented OCC on the Orange Empire Conference, and served on various college committees.

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

Motion carried with the following vote:

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

2.00 General Information and Reports

2.01 Informative Reports

(Oral reports shall be limited to a maximum of three minutes. If requested and provided to the Board during the oral report, a written report shall be included as part of the public record. These reports generally will cover issues such as past and upcoming activities, student enrollment, budgetary issues, student concerns, and employee concerns)

2.01.01 Report from the Chancellor

Dr. Currie thanked the Board for allowing her the opportunity to present the Coast Community College District Programs and Services for Veterans.

2.01.08 Coast Community College District Programs and Services for Veterans

This item was moved forward in the Agenda.

Martha Parham, Director, Public Affairs introduced the following individuals who made presentations and statements regarding the Coast Community College District Programs and Services for Veterans.

Vangie Meneses, Vice President Student Services, Coastline Community College
David Salai, Veteran, Student, Golden West College
Kristin Clark, Acting Vice President of Student Services, Orange Coast College
George Giacope, United States Veteran, Community Member
Ron Lowenberg, Associate Dean, Criminal Justice, Golden West College
Ray Cordova, Community Member

Board President Moreno called a brief recess at 7:45 p.m.

Board President reconvened the Regular Meeting at 7:52 p.m.

2.01.02 Reports from the Presidents

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

Kevin McElroy, Coastline Community College
Denise Whittaker, Orange Coast College
Wes Bryan, Golden West College

Mr. Bryan also introduced Janet Houlihan, Vice President Administration, Golden West College, who shared with the Board an award Golden West College received from the American Red Cross.

2.01.03 Reports from the Officers of Student Government

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

David Salai, Golden West College
Kris Cutting, Orange Coast College

2.01.04 Reports from the Academic Senate Presidents

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

Diane Restelli, Golden West College (GWC) Academic Senate President
Nancy Jones, Coastline Community College (CCC) Academic Senate President
Rob Schneiderman, Counselor, Orange Coast College (OCC)

2.01.05 Reports from Employee Representative Groups

Reports were provided by the following Employee Representative Groups:

Barbara Price, President, Coast Community College Association/California Teachers Association-National Education Association (CCCA/CTA-NEA)
Michael Mandelkern, President, Coast District Management Association

2.01.06 Reports from the Board of Trustees

Board members provided individual reports.

2.01.07 Reports from the Board Committees

Board President Moreno provided a report of the Audit Committee. Ms. Hornbuckle stated there was nothing new to report on the Accreditation Committee since the last Board Meeting. Mr. Howald provided a report of the Career Technical Education Committee and the Land Development Committee.

2.01.08 Coast Community College District Programs and Services for Veterans

This item was heard earlier in the Agenda.

2.01.09 Voyager Progress Report

The following individuals provided a progress report to the Board on the Voyager System:

Jeff Arthur, Director, DIS Administration
Robert Lane, Student Trustee
Shirley Donnelly, Director, Admissions & Records, Golden West College
Jill Golden, Coordinator, Food Science, Orange Coast College

2.02 Matters for Review, Discussion and/or Action

2.02.01 Review of Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2009/2010 as presented in the November 4, 2009 Agenda.

2.02.02 Review of Board Committees' Meeting Dates

The Board reviewed the Board Committees' Meeting dates.

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

The Board reviewed the meeting dates and conferences listed for the AACC, ACCT, and CCLC.

2.02.04 Opportunity for the Board to Review the Board Directives Log

The Board reviewed and discussed the items on the Board Log. Following discussion it was moved by Mr. Lane and seconded by Ms. Hornbuckle to remove the following items from the Board Log:

Item # 1 – Presentation of Veteran Services provided to students at each of the campuses.
Item # 5 – Report of the Banner System
Item # 7 – Status Report of KOCE TV.

Motion carried with the following vote:

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

2.02.05 Opportunity for the Board to Review Policy 010-2-5, Board Meetings, Public Participation and Decorum Guidelines

The Board reviewed proposed policy 010-2-5 and following discussion, the policy will be moved to the November 18, 2009 Board Meeting Agenda for adoption.

2.03 Review of Buildings and Grounds Reports

The Board reviewed the Buildings and Grounds Reports as presented in the November 4, 2009 Agenda.

3.00 Consent Calendar

Upon review, the following items were removed from the Consent Calendar for further review and discussion.

1. Agenda Item 3.04.05 Authorization for Professional Experts – Nash, Roberts (2 items). This item was removed entirely from the Agenda.
2. Agenda Item 3.05.01 Authorization for Independent Contractors – Pina, Jo Ann. This item was removed entirely from the Agenda.
3. Agenda Item 3.02 Course Revisions. Art C220 Anatomy for Artists, Computer Services Technology C191-Comp Tia Linux+, Computer Services Technology C237 – Cisco ASA and Network Security, Computer Services Technology C253 – Cisco ASA, PIX and Network Security, and Computer Services Technology C258 – Linux Networking and Security were pulled for further discussion.

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the Consent Calendar with the exception of the items removed as indicated above.

Motion carried with the following vote:

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

Following discussion it was moved by Dr. Prinsky and seconded by Mr. Howald that the Course Revisions in Agenda Item 3.02 and stated above, not be approved at this time. The Board requested additional information with regard to these items and they be brought back before the Board to reconsider at a later meeting.

Motion carried with the following vote:

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

4.00 Action Items**4.01 Approval of Agreements – Coastline Community College****4.01.01 Approve First Amendment to Lease between Avalon Center at Garden Grove, Inc., a Delaware Corporation to Operate the Orange County One-Stop Center-North**

It was moved by Mr. Howald and seconded by Dr. Prinsky to approve the First Amendment to the original lease dated August 18, 2004 between 5405 Garden Grove Blvd., L.P., a California Limited Partnership, and the Coast Community College District. Subject to the terms and conditions of this Amendment to the Lease, Avalon Center at Garden Grove, Inc., a Delaware corporation and the Coast Community College District will lease floors one and two of the real property located at 5405 Garden Grove Boulevard, Westminster, California, which is part of the office complex commonly known as Avalon Center. This being 23,200 square feet of rentable office space herein to be called Orange County One-Stop Center – North. Terms of the Amendment are hereby extended for the period of five years commencing on January 1, 2010 and ending on December 31, 2014. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Basic rent of \$40,600 per month with annual lease increases of 5 cents per square foot (based on the total of 23,200 square feet) for years two through five.

Motion carried with the following vote:

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

4.02 Approval of Agreements – Golden West College**4.02.01 Approve Agreement with Dynamic Animation Systems, Inc. for Virtual Interactive Combat Environment (V.I.C.E) Training Systems**

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the agreement between Dynamic Animations Systems, Inc. and the Coast Community College District for Virtual Interactive Combat Environment (V.I.C.E) Training Systems, from November 5, 2009 through June 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$497,927; paid from United States Department of Justice Government Grant.

Motion carried with the following vote:

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

4.03 Approval of Agreements – Orange Coast College

4.03.01 Approve Agreement between the Regents of the University of California and the Coast Community College District for the purpose of Providing a Catamaran Launch for the OCC Women’s Crew Team from November 5, 2009, through May 5, 2010.

It was moved by Mr. Lane and seconded by Mr. Howald to approve the Agreement between the Regents of the University of California and the Coast Community College District for the purpose of providing a catamaran launch for the OCC Women’s Crew Team from November 5, 2009, through May 5, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Catamaran crew launch provided at no cost to the District.

Motion carried with the following vote:

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

4.03.02 Approve Agreement between CAIR “California Immunization Registry” and the Coast Community College District to allow Orange Coast College and Golden West College Student Health Centers to manage student immunization records within the CAIR Network.

It was moved by Mr. Howald and seconded by Mr. Moreno to approve the Agreement between CAIR “California Immunization Registry” and the Coast Community College District to allow Orange Coast College and Golden West College Student Health Centers to manage student immunization records within the CAIR network. CAIR is a computer-based immunization tracking system developed to assist medical providers and other approved agencies to track and review immunization information. The agreement is effective November 5, 2009, and will be ongoing with no specific end date. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: No cost to college.

Motion carried with the following vote:

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

4.03.03 Approve Agreement between the Community College Library Consortium and the Coast Community College District to renew OCC Library Electronic Databases.

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the Agreement between the Community College Library Consortium and the Coast Community College District to renew OCC Library electronic databases effective

November 1, 2009, through December 31, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Original cost of \$62,508; with credit of \$7,047 applied; total cost of \$55,461

Motion carried with the following vote:

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

4.04 Approval of Agreements – District

4.04.01 Approval to Enter into Joint Power Agreement with Orange County Department of Education.

It was moved by Mr. Howald and seconded by Dr. Prinsky to approve the District's entry as a member into the Orange County Department of Education's "Orange County Courier" Joint Power Authority ("OCCJPA"). The District's entry as a member of the OCCJPA will allow the District to participate in the OCCJPA mail and courier delivery service offered to public educational entities within the OCCJPA. Participation in this program is part of a comprehensive plan to reduce costs associated with District mail delivery services. Annual member costs of \$3,700 include all courier services.

The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$3,700 (District General Funds)

Motion carried with the following vote:

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

4.04.02 Authorization to enter into an Agreement between Marsh Risk and Insurance Services and the Coast Community College District

It was moved by Mr. Howald and seconded by Ms. Hornbuckle that authorization be given to enter into an Agreement between Marsh Risk and Insurance Services and the Coast Community College District for the purpose of providing insurance brokerage and advisement services to the District for the period of October 1, 2009 through October 1, 2010. Marsh provides marine, directors and officers, business travel accident, swap meet liability, and fine arts insurance management services to the District. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: The total brokerage fee for the services for the period October 1, 2009 through October 1, 2010 will not exceed \$27,500.00. The previous annual agreement costs for 2005 through 2009 were \$27,500.00 per year.

Motion carried with the following vote:

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

4.04.03 Approval of new District Standard Mental Health Worker Field Experience Agreement for use by the District's Colleges when placing Mental Health Worker Students at Mental Health Facilities

It was moved by Mr. Moreno and seconded by Mr. Howald that approval be given for the use of the Standard Mental Health Worker Field Experience Agreement by the District's colleges when placing Mental Health Worker Students at various mental health facilities in Southern California for the students to obtain necessary field work experience. This Standard Agreement will enable the District's colleges to establish business relationships with local and regional mental health facilities for the benefit of students. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: No fiscal impact to approve this Standard Agreement for future use.

Motion carried with the following vote:

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

4.04.04 Approval of Contractors for FY 2009-2010 Pursuant to the District's Standard Annual Agreement for Contractor Services

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2009-2010. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fire X-Tinguisher Service Company Inc.
PO Box 7106
Orange CA 92863

Interface Security Systems
17992 Cowan Avenue
Irvine CA 92614

Surface Decking Company Inc.
1178 N. Grove Street Unit F
Anaheim CA 92806

Pyramid Services Inc.
414 W. 4th Street Suite A
Santa Ana CA 92701

Telacu Construction Management
414 W 4th Street Suite L
Santa Ana CA 92701

Motion carried with the following vote:

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

4.05 Buildings and Grounds Approvals

4.05.01 Approve Addendum No. 3 for Taylor Architects; Orange Coast College Child Care Center After-School Classroom

It was moved by Mr. Howald and seconded by Mr. Lane that authorization be given to accept Addendum No. 3 for Taylor Architects for architectural and engineering services for the Orange Coast College Child Care Center After-School Classroom.

The scope of service is to include the following tasks:

1. Additional Architectural and Construction Administration Services \$45,742.50

Additional services resulted from the termination of Macerich Construction at the Orange Coast College Children's Center. Expenses to be paid from the \$107,000 withheld for liquidated damages from project funds.

The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$45,742.50 (OCC Foundation Funds)
OCC Child Care Center After-School Classroom

Motion carried with the following vote:

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

4.05.02 Employ C.W. Driver; Coastline Community College Newport Beach Learning Center

It was moved by Mr. Lane and seconded by Mr. Howald that authorization be given to employ C.W. Driver for construction management services for the Coastline Community College Newport Beach Learning Center.

The scope of service is to include the following tasks:

1.	Preconstruction Services (5 Months)	\$ 84,605
	Bid Services (1 Month)	\$ 31,093
	Construction Management Services (15 Months)	\$1,105,293
2.	Reimbursable Expenses	\$ 5,000

Design Phase/Preconstruction Phases

- Constructability Review
- Value Engineering
- Deductive Alternates
- Budgeting
- Scheduling
- Bidding
- Change Order Mitigation
- Subcontract Award

Construction Phase Services

- Insurance/Bonds
- Safety Program
- Quality Control Program
- Scheduling
- Cost Control
- Change Order & RFI Management
- Application for Payment
- Project Close Out
- Final Payments

The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$1,225,991 (General Obligation Bond Fund)
 Master Plan Approved Project
 CCC Newport Beach Learning Center

Motion carried with the following vote:

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

4.06 General Items of Business – Coastline Community College

4.06.01 Approve Coastline Community College Articulation and Transfer Center Plan for 2009-2010

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the Coastline Community College Articulation and Transfer Center Plan for 2009-2010.

Motion carried with the following vote:

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

4.07 General Items of Business – Golden West College

4.07.01 Approve Golden West College Articulation and Transfer Center Plan for 2009-2010

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the Golden West College Articulation and Transfer Center Plan for 2009-2010.

Motion carried with the following vote:

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

4.08 General Items of Business – Orange Coast College

4.08.01 Approve Orange Coast College Articulation and Transfer Center Plan for 2009-2010

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the Orange Coast College Articulation and Transfer Center Plan for 2009-2010.

Motion carried with the following vote:

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

4.09 General Items of Business – District

4.09.01 Appointment to Citizens' Oversight Committee to Fill Vacant Position

It was moved by Mr. Lane and seconded by Mr. Howald to appoint David Salai, Student representative, to the Citizens' Oversight Committee to fill the vacant position.

Fiscal Impact: None to the District

Motion carried with the following vote:

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

4.10 Policy Implementation

4.10.01 Adoption of Policy 050-1-22, Fraud Prevention in Financial Statements and Whistleblower Protection

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to adopt Policy 050-1-22, Fraud Prevention in Financial Statements and Whistleblower Protection.

Motion carried with the following vote:

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

4.11 Resolutions

4.11.01 Coast Community College District Board of Trustees Resolution # 09-45 Resolution to Withdraw from Schools Excess Liability Fund Joint Powers Authority

It was moved by Mr. Lane and seconded by Ms. Hornbuckle to adopt Resolution # 09-45 to Withdraw from Schools Excess Liability Joint Powers Authority.

Motion carried with the following vote:

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

4.11.02 Coast Community College District Board of Trustees Resolution # 09-46 Student Learning Outcomes

Dr. Restelli asked the Board to consider two changes to the Resolution prior to adoption.

It was moved by Mr. Lane and seconded by Mr. Howald to adopt Resolution # 09-46, Student Learning Outcomes with the following two changes:

1. Delete paragraph 7 which states, "Whereas, these leadership groups recognize the importance and effectiveness of implementing student learning outcomes as a results-driven process; and
2. Delete the words, "and exceeding" from paragraph 10.

Motion carried with the following vote:

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

4.12 Approval of Minutes

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the Minutes of the Regular Meetings of September 30, 2009, October 21, 2009 and the Special Meetings of October 12, 2009, October 13, 2009, October 14, 2009 and October 22, 2009.

Motion carried with the following vote:

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

5.00 Public Comment (Items not on the Agenda)

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

6.00 Adjournment

There being no further business, it was moved by Mr. Howald and seconded by Mr. Lane that the meeting be adjourned in honor of our Staff, Faculty and Student Veterans.

Motion carried with the following vote:

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

The meeting was adjourned at 9:48 p.m.

Secretary of the Board of Trustees

Appendices

Page

A. Public Employment Report.....19-24

1. Faculty Special Assignments

It is recommended that authorization be given for the following special assignments grouped by operation cost center. Board approved, contractual special pay rates listed below by pay type as follows: LOV = Librarian Overload, OVR = Overload, MTM = Full Time Certificated Instructional Misc. Teaching Rate, MTA = Part Time Misc. Teaching Rate, IUM = Full Time Certificated Instructional Unit Assistant, IUH = Part Time Certificated Instructional Unit Assistant, EXM = Full Time Certificated Extra Pay, EXH = Part Time Certificated Extra Pay, UNT = Part Time Certificated Unit Regular, PDM = Full Time Certificated Per Diem, PDH = Part Time Certificated Per Diem, INT = Intersession, SMM = Full Time Certificated Summer, SMH = Part Time Certificated Summer, ACS = Academic Senate.

COASTLINE COLLEGEMILITARY COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Deatherage, Velvet	06/10/09	08/17/09	MTM	\$52.14

DEPARTMENT CHAIR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Basabe, Sandra	11/05/09	12/20/09	IUM	\$1,502.00	Foreign Language

PROGRAM REVIEW

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Nguyen, Allene	11/05/09	12/20/09	IUM	\$751.00	Counseling
Shelley, Karen	11/05/09	12/20/09	IUM	\$751.00	Digital Graphic Arts

HIGH SCHOOL & CSU ARTICULATION, CTE PRESENTATION & ORIENTATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Hernandez, Marcela	11/05/09	06/30/10	EXH	\$29.46
Kobata, Sarah	11/05/09	06/30/10	EXH	\$29.46

MILITARY/CONTRACT EDUCATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Wester, Rachel	11/05/09	06/30/10	EXH	\$29.46

Continue to design, develop & assess the distance learning speech course.

COUNSELING-FINANCIAL AID

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chen, Dorina	08/31/09	12/20/09	UNT	\$73.94
Nguyen, Steven	08/31/09	12/20/09	UNT	\$73.94

SPECIAL ASSIGNMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Hall, Léva	11/05/09	12/20/09	EXH	\$29.46

To act as a reading program instructor on site at the Le-Jao Center.

Harrington, Julie	11/05/09	06/30/10	EXH	\$29.46
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To review instructional content for the OLLI Project.

Ostrowski, Kenneth	11/05/09	06/30/10	EXH	\$29.46
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To write description and key words for database repository for Chemistry, Biology, Anatomy, Physiology and Astronomy.

TO SERVE AS A MEMBER OF THE CURRICULUM COMMITTEE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bailly, Jennifer	11/05/09	05/31/10	EXH	\$29.46
Rogoff, Meri	11/05/09	05/31/10	EXH	\$29.46

GOLDEN WEST COLLEGECOUNSELOR PROVIDING ACADEMIC ADVISEMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ngo, Michelle	08/31/09	12/20/09	OVR	\$72.00

COACHING STIPEND

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Kopp, Kyle	11/05/09	12/18/09	EXM	\$4477.00	Wmn's Water Polo
Lawler, William	11/05/09	12/18/09	EXM	\$4477.00	Wmn's Volleyball
Taylor, Scott	11/05/09	12/18/09	EXM	\$4477.00	Men's Water Polo
Watkins, Derrick	11/05/09	12/18/09	EXM	\$4477.00	Football

ORANGE COAST COLLEGEINTERNSHIP ACADEMY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Broberg, Scott	12/01/09	12/20/09	EXH	\$73.94
Castano, Robert	12/01/09	12/20/09	EXM	\$72.00
Cox, Steven	12/01/09	12/20/09	EXM	\$72.00
Golsch, Dahiël	12/01/09	12/20/09	EXM	\$72.00
Hunter, Amelie	12/01/09	12/20/09	EXM	\$72.00
Kings, Roseanne	12/01/09	12/20/09	EXM	\$72.00
Kublak, René	12/01/09	12/20/09	EXM	\$72.00
Lazarus, Robert	12/01/09	12/20/09	EXM	\$72.00
Reed, Charlene	12/01/09	12/20/09	EXM	\$72.00

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Sogo, Lisa	08/31/09	12/20/09	IUM	\$1502.00	Biology

DISTINGUISHED SPEAKERS PRINT MAKER EVENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	
Anderson, Jennifer	11/01/09	11/02/09	PDM	\$72.00	Moderator
Cabanel-Bleüer, Denise	11/01/09	11/02/09	PDM	\$43.23	Facilitator
Rickerson, Irini	11/01/09	11/02/09	PDM	\$72.00	Presenter
Timmings, Terry	11/01/09	11/02/09	PDM	\$72.00	Presenter

Overload assignments for the following GWC cosmetology instructors, payment to be a maximum of \$72,000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/31/09 to 12/20/09**. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

<u>Name</u>	<u>LHE</u>
Holland, Jon	0.22

Overload assignments for the following instructors, payment to be a maximum of \$72,000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/31/09 to 12/20/09** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

OCC

<u>Name</u>	<u>LHE</u>
Chotima, Poomchai	0.39
Gutierrez, Pedro	1.00
Shelley, Karen	1.50

OCC

<u>Name</u>	<u>LHE</u>
Blake, Elizabeth	1.50
Hayes, Laird	2.02
Isaac, Darryl	1.43
Maran, Janice	0.31
O'Connor, Robin	1.32
Polk, Sherana	3.00
Rango, Erik	4.00

2. Substitute Faculty

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2009-10 academic year.

Coastline College

Gandall, Beverly
 Jones, Julie
 Mohr, Cheryl
 Sabha, Fayruz
 Tamondong, Rebecca
 Van Beek, Milo
 Walker, Lynn

Golden West College

Myers, Darya

Orange Coast College

Barber, Jennifer
 Hellman, Amy
 Jones, Christianne
 Schmidt, Valerie

3. Part time FacultyFall

Assignments during the period **08/31/09-12/20/09** for CCC, GWC and OCC unless otherwise noted and not to exceed 9 LHE. LHE = Lecture Hour Equivalency.

<u>Name</u>	<u>LHE</u>
Kruz, Sally	9.000

Golden West College

<u>Name</u>	<u>LHE</u>
Glassford, Guy	3.500

Orange Coast College

<u>Name</u>	<u>LHE</u>
Anduri, Megan	4.750
Doyle, Dana	0.270
Pridomirski, Joanne	1.620

The following GWC Part-time Police Academy Instructors to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2009-10 school year for the period 11/05/09 to 06/30/10, not to exceed 498 hours:

McGeachy, Douglas

4. Educational Administrator

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

Revision to Previous Board Action

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>Start Date</u>	<u>End Date</u>	<u>Plcmt</u>
Fratantaro, Edward	OCC	Interim Dean, Business	11/05/09	01/31/10*	D-32-05

* Revise duty base from part time to full time.

5. Classified Staff

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

Classified Promotions, New Hires and Rehires

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Higgins, Minnie	GWC	Div Area Office Coordinator	11/09/09	E-49-02	G-001-10

6. Reclassification and Reorganization/Reassignment

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

OCC	11/05/09	06/30/10	124034-256041	M,T,W,TH,F
OCC	11/05/09	06/30/10	124033-256041	M,T,W,TH,F
OCC	11/05/09	06/30/10	120176-251030	M,T,W,TH,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.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Diaz, Doris	OCC	11/05/09	06/30/10	812020-205404	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.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Altamirano, Christopher	GWC	11/07/09	06/30/10	813015-381401	S,SU
Bunnell, Joe	OCC	11/10/09	06/30/10	110001-247900	M,T,W,TH,F
Cedillos, Johnny	GWC	11/07/09	06/30/10	813015-381401	S,SU
Dick, Sean	GWC	11/05/09	06/30/10	813001-317105	M,T,W,TH,F
Esparza, Anthony	OCC	11/05/09	06/30/10	110001-212100	M,T,W,TH,F
Greco, Michael	GWC	11/05/09	06/30/10	110001-317301	M,T,W,TH,F
Kaufman, Daniel	CCC	11/05/09	06/30/10	110001-803102	M,T,W,TH,F

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

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Horn, Mindy	CCC	10/01/09	11/30/09	110001-840101	M,T,W,TH,F
Schuberth, Robert	CCC	09/22/09	10/31/09	110001-885202	M,T,W,TH,F

9. Substitute Classified

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

Orange Coast College

Enloe, Taryn

10. Clinical Advisors/Summer

Orange Coast College

Etäati, Mojgan

11. Student Workers

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

Coastline College

Tran, Diana

Golden West College

Conley, Spencer
Dodge, Katherine
Gatewood, Ashley
Gomez, Gladys
Hoang, Ngan
Klemirsky, Matthew
Le, Anthony
Luu, Trang
Ly, Kayla
Nguyen, Christina
Nguyen, Kim
Nguyen, Tuan
Perez, Francine
Peterson, Kathryn
Phan, Minh
Phan, Nhi
Prinz, Tiffany
Quach, Jennie
Romero, Marisol
Rowland, Ashlee
Takahashi, Chisa
Togafau, Angel
Towgood, Tamara
Tran, Joseph
Tran, Lawrence
Tran, Michelle
Truong, Minh
Usher, Chelsea

Orange Coast College

Albaroudi, Asmaa
Angeloff, Stacey
Delaney, Hayley
Hay, Nancy
Lam, Anh
Lo, Lawrence
Nguyen, Bao
Nguyen, Vu
Pham, Tung
Song, Hanbyeol
Tovar, Teresa

Special Meeting

Board of Trustees

Coast Community College District

Board Room

3:30 p.m. Special Meeting

November 9, 2009

Minutes

A Special Meeting of the Board of Trustees of the Coast Community College District was held on November 9, 2009 in the Board Room at the District Office.

1. Call to Order

Board President Jim Moreno called the meeting to order at 3:30 p.m.

2. Roll Call

Trustees Present: Mr. Moreno, Mr. Patterson, Mr. Howald, Ms. Hornbuckle,
and Dr. Prinsky

Trustees Absent: Student Trustee Robert Lane was excused from the meeting.

3. Opportunity for Public Comment (Items on the Agenda)

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

4. Convene to Closed Session

The meeting convened to Closed Session at 3:34 p.m. to discuss the following items:

- a. Public Employment (Pursuant to Section 54957)
Title: Chancellor, Coast Community College District
- b. Conference with Labor Negotiator (Pursuant to Government Code 54957.6)
Unrepresented Employee: Chancellor, Coast Community College District
District Negotiator: Trustee Jim Moreno, Board President

5. Reconvene to Open Session

The meeting reconvened to Open Session at 4:04 p.m.

6. Report of Action from Closed Session (if any)

There was no report of action from Closed Session.

7. Adjournment

There being no further business, it was moved by Mr. Patterson and seconded by Mr. Moreno that the meeting be adjourned.

Motion carried with the following vote:

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

The meeting was adjourned at 4:05 p.m.

Secretary of the Board of Trustees

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

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
1	8/16/09	Jerry Patterson; 2 nd Walt Howald	Interim Chancellor	Policy 010-2-23, College Bookstores The Policy was approved in concept and referred to the Interim Chancellor to go to the Policy Task Force and the Student Trustee for consideration at the District Student Council and Student Governments at all 3 campuses for review and to be brought back for final consideration within 90-days.	December 9, 2009	P
2	8/16/09	Jerry Patterson; 2 nd Robert Lane	Interim Chancellor	Policy 010-2-24, Associated Students' Finance The Policy was approved in principle and referred to the Interim Chancellor to go to the Policy Task Force and the Student Trustee for consideration at the District Student Council and Student Governments at all 3 campuses for review and to be brought back for final consideration within 90-days.	December 9, 2009	P
3	8/19/09	Mary Hornbuckle; 2 nd Lorraine Prinsky	Interim Chancellor/District General Counsel	Review Agreement with Time Warner Cable for the purpose of utilizing a dedicated circuit connection between Golden West College data network and Time Warner Cable, and return to the Board in August 2011 for reconsideration.	August 2011	P
4	05/06/09	Jerry Patterson; 2 nd Jim Moreno	Interim Chancellor	Provide the Board with a progress report, including timelines, on the review of all Management, Faculty and Classified Hiring Policies. Establish Timelines for review process. Return to Board for Reconsideration. Outline Process for Board Discussion.	November 18, 2009	P
5	05/06/09	Walt Howald 2 nd Mary Hornbuckle	Interim Chancellor	Provide progress report on Common Course Numbering: current status, steps needed to be taken to complete implementation and provision of a timeline	January 20, 2010	P
6	3/5/08	Jerry Patterson; 2 nd Walt Howald	Interim Chancellor	Revisit Participatory Governance Policies and Procedures	November 18, 2009	P
7	7/16/08	Walt Howald; 2 nd Jim Moreno	Interim Chancellor	The Vice Presidents at the three colleges, Academic Senate Presidents among other District-wide groups will discuss coordination of college curricula matters including CTE and occupational course and program duplication. Written status report on progress of President Obama's American Graduation Initiative.	Status report due November 18, 2009.	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I= In Progress P=Pending
8	8/6/08	Jerry Patterson; 2 nd Walt Howald	Interim Chancellor	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 18, 2009	P
9	9/17/08	Jim Moreno; 2 nd Mary Hornbuckle	Interim Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually	February 3, 2010	P
10	9/17/08		Interim Chancellor	Develop Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	Fall 2009	P
11	2/09/09	Walt Howald 2 nd Mary Hornbuckle	Interim Chancellor	Report back in a Year to see how the Adoption of Accountability Reporting for Community Colleges is working.	February 2010	
12	9/17/08	Board	Interim Chancellor and Vice Chancellor of Human Resources	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.	December 9, 2009	P
13	9/17/08	Board	Interim Chancellor	Refine and advance the relationship 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 result will be active coordination of the District's various components. While the District will work through its three colleges, the Chancellor's Office will play a more significant role in directing the colleges to collaborate, respond to local need, and allocate funding accordingly.	Pending	P

Attachment #1

Material Fees on file in the Board Office

Attachment #2

Was carried forward from the
October 21st Agenda

(Renew of Bookstore Operating Agreement
between OCC & Follett)



AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the later of _____, 2009, or the execution of the Agreement by both parties (the "Effective Date") by and between the University of Southern California on behalf of its **USC University Hospital** and **USC Norris Cancer Hospital** ("Hospital") and **Coast Community College District**, a public educational form agency ("District"), located at 1370 Adams Avenue, Costa Mesa, California, on behalf of **Orange Coast College** ("School").

RECITALS:

A. School offers to its enrolled students a degree program in the fields of Cardiovascular Technology, Diagnostic Medical Sonography, Neurodiagnostic Technology, Radiological Technology, and Respiratory Care.

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

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

D. Hospital has agreed to undertake training activities and to make its hospital available to identified students of School for such purposes, on a non-exclusive basis.

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

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

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

b. **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening resulting from a nine (9) panel drug screen, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment. School may meet the above obligation regarding any drug screen by instructing Students to visit a vendor acceptable to Hospital, such as datcoservices.com, so that Student may purchase his or her own drug screening at the levels described in this Section or elsewhere in this Agreement. School shall assure that Student takes all steps necessary to provide Hospital with the certificate numbers issued by datcoservices.com, or whichever vendors Hospital approves, so that Hospital may view the results of the drug screening conducted prior to the commencement of Student's Internship Experience at Hospital. School has no obligation to view or keep the results of any drug screening and provides no representations with respect to the results thereof.

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

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

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under

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

g. **Background Verifications.** School acknowledges that Hospital requires each Student to submit to a background check as a condition of participation in the Program. School will instruct Students to visit Hospital's approved vendor at www.mybackgroundcheck.com, or any other approved Hospital vendor, so that Student may purchase his or her own criminal background check at the levels described in this Section. School shall assure that Student takes all steps necessary to provide Hospital with the certificate number issued by www.mybackgroundcheck.com, or other substantiating evidence, so that Hospital may view the results of the criminal background check conducted prior to the commencement of Student's internship experience at Hospital. School has no obligation to view or keep the results of any criminal background check and provides no representations with respect to the results thereof. A background check will be considered acceptable to Hospital if it includes, at a minimum, all of the following elements: (1) **Social Security number verification**, (2) 7 year criminal background check in current and previous counties of residence and employment, (3) confirmation that the Student is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (4) evidence that the Student is eligible to participate in all federal and state health programs and verification that the Student is not on the OIG or GSA exclusion list and (5) any other element required by Hospital to meet state law requirements. Hospital may require the withdrawal of any Student in the event that a Student's background check fails to meet these standards.

h. **Drug Screens.** Drug testing of students will also be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

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

2. RESPONSIBILITIES OF HOSPITAL.

a. Hospital shall accept the students assigned to the Program by School in such numbers and according to such schedule as mutually agreed by School and Faculty, and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the

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

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants and shall indemnify and hold harmless from and against any and all liability and costs, including attorneys' fees, arising from such evaluation and grading.

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

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

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

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

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

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

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

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

7. **CONFIDENTIALITY.**

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

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

c. **Privacy of Health Information.**

School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for

treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

An online HIPAA education privacy program is available through the University of Southern California's compliance webpages (<http://ooc.usc.edu/PrivacySecurity/HippaPrivacy/EduProgram.cfm>) and must be taken by each Program Participant prior to the start of their rotation at Hospital. School shall provide Hospital with satisfactory evidence of completion by each Program Participant no less than ten (10) days prior to the start of the applicable rotation.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly, but in all events within 48 hours, report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative),

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

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

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

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

8. **INSURANCE.**

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students). Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party except ten (10) days for non-payment of premiums. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

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

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

\$1,000,000 disease policy limit;
\$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation, except ten (10) days for non-payment of premiums. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage.

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

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party, except ten (10) days for non-payment of premiums.. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. INDEMNIFICATION; RISK MANAGEMENT.

a. Except as specifically provided in sections 1.i and 2.b of this Agreement, each party agrees to indemnify and hold harmless the other party from any and all liability, loss, damage, claim, fine or expense, including costs and attorneys' fees, arising solely due to the negligence or intentional acts of such party, its employees or agents (including the Students) in performance of this Agreement.

b. The parties recognize that during the term of this Agreement and thereafter, certain risk management issues, legal issues, claims or actions may arise which involve or could potentially involve the parties and their respective employees and agents. The parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent that such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance, or otherwise

compromise the confidentiality of communications or information regarding the issues, claims or actions to effect such cooperation including but not limited to:

(1) Each party agrees to notify the other within ten (10) days of receipt of any lawsuits, claims or notices of intent to file a lawsuit (180 day letters) based in any manner upon services rendered pursuant to this Agreement;

(2) Each party agrees to provide the other with reasonable access to and copies of all records including patient records which impact in any manner upon any lawsuit or claim filed against the other party based in any manner upon services rendered pursuant to this Agreement.

c. Where the parties are named as joint defendants in any claim or cause of action arising out of the Program, it is the intent of the parties to cooperate and coordinate in the areas of risk management and control, claims investigation and litigation to the extent practicable and within appropriate considerations of conflict of interest; provided, each party shall retain ultimate control of its own risk management and defense.

10. **TERM.** The term of this Agreement ("Term"), shall be two (2) year(s) commencing on the Effective Date.

11. **TERMINATION.**

a. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion shall not exceed the term of the current semester in which Students are enrolled.

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

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

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

14. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Los Angeles County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

15. **ADVERTISING.** No party shall use the name, logo, or likeness of the other in any advertising or promotional material without the prior written consent of the other party.

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

17. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; NO WAIVER; BINDING EFFECT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State and shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein. School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

18. **LIMITATION ON LIABILITY.** Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or

other legal theory), as a result of a breach of any warranty or any other term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of such damages in advance.

**UNIVERSITY OF SOUTHERN CALIFORNIA ON
BEHALF OF USC UNIVERSITY HOSPITAL AND
USC NORRIS CANCER HOSPITAL**

By: _____
Name: Scott Evans, PharmD.
Title: Chief Operating Officer, USC University
Hospital
Date: _____
Address: 1500 San Pablo St.
Los Angeles, CA 90033

ORANGE COAST COLLEGE

By: _____
Name: Kevin Ballinger
Title: Dean, Consumer & Health Sciences
Date: _____
Address: 2701 Fairview Rd.
P.O. Box 5005
Costa Mesa, CA 92628-5005

COAST COMMUNITY COLLEGE DISTRICT

By: _____
Name:
Title: President
Board of Trustees
Date: _____
1370 Adams Avenue
Costa Mesa, CA 92626

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Dated this ____ day of _____, 20__.

Program Participant

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between _____ (“School”) and _____ (“Hospital”), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital.

Dated this ____ day of _____, 20__.

Program Participant

Witness



COAST COMMUNITY COLLEGE DISTRICT
(Coastline Community College)

Subcontract Agreement Number 2009.NCPACE.1004

This Subcontract Agreement ("Agreement"), dated September 30, 2009, by and between the COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College), a public educational agency, located at 11460 Warner Avenue, Fountain Valley, CA 92708 ("DISTRICT") and Old Dominion University, located at Gornito Teletechnet Center, Norfolk, VA 23529 ("INSTITUTION").

BACKGROUND

This Subcontract Agreement is issued under U.S. Government Contract N00189-09-D-Z060 ("Prime Contract") between Central Texas College ("CTC") and the U.S. Navy ("NAVY"), and the CTC Alternate Technical Proposal ("Technical Proposal") in response to solicitation No. N00189-09-R-Z020, in which DISTRICT serves as a subcontractor to CTC as the Academic Integrator responsible for the development and coordination of the Distance Learning Navy College Program for Afloat Education ("NCPACE") to establish an optimum mix of academic institutions to provide courses, degree programs and support services that meet the requirements outlined in the Technical Proposal.

DISTRICT and INSTITUTION have entered into this Agreement to define the terms pursuant to which INSTITUTION shall provide post-secondary courses, degree programs and student services to participating Sailors in support of the NCPACE program to provide distance learning courses to Sailors assigned full-time to Navy sea-duty.

INSTITUTION shall provide the courses, programs, and services described in the Statement of Work attached herein as Exhibit A and according to the terms and conditions set forth in the Agreement.

TERMS

DISTRICT and INSTITUTION agree as follows:

1. Term

a. The term of this Agreement shall commence from the date last signed below, with actual performance of task orders commencing on October 1, 2009.

b. The base year for the Prime Contract shall be from October 1, 2009 to September 30, 2010 and may be extended annually for up to four (4) option years. DISTRICT may, in its sole discretion, extend the term of this Agreement for each option year that the Prime Contract is extended, by written notice to INSTITUTION within thirty (30) days of receipt of notification by CTC that the Prime Contract has been extended.

2. Termination

a. DISTRICT may terminate this Agreement, in whole or in part, upon expiration or termination of the Prime Contract, in whole or in part, by NAVY. Upon such expiration or termination, DISTRICT will have no further legal obligation whatsoever to INSTITUTION except to pay INSTITUTION for services provided and according to Section 4 of this Agreement.

b. Either party may terminate this Agreement, in its sole discretion, upon any material breach or default of either party to perform its obligations under this Agreement if such breach or default is not corrected to the reasonable satisfaction of the non-faulting party within seven (7) days of receipt by the faulting party of notice from the non-faulting party with respect to such a material breach or default.

c. Either party may terminate this Agreement, in whole or part, for its convenience upon ninety (90) days written notice to the other party.

d. Upon the expiration of this Agreement or its termination by either party pursuant to Section 2 of this Agreement, INSTITUTION shall, unless provided with written notice from DISTRICT to the contrary, shall take such actions as are necessary to wind up its services hereunder in a timely and orderly manner and during the wind up process shall continue to perform the services to be performed in accordance with the terms of this Agreement.

e. Except as otherwise set forth in Section 6 of this Agreement, upon termination or expiration of this Agreement, each party shall return to the other all confidential and proprietary information of the other and all data, materials, and other property held by it in connection with the performance of this Agreement.

3. Modifications

a. If, in DISTRICT's good faith reasonable judgment, DISTRICT determines that a modification to this Agreement is necessary in order to meet the Navy's expectations with respect to the Prime Contract or is in the interest of NCPACE, then, upon written notice to INSTITUTION (such notice to be accompanied by a detailed explanation of the justification for such a determination), DISTRICT shall have the right to unilaterally modify the scope of Services to be performed by INSTITUTION pursuant to this Agreement. If such a modification is likely to result, in the good faith reasonable judgment of INSTITUTION, in any increase in cost or delay in schedule, then the Parties shall mutually negotiate a revised price for the Services, or, upon any failure to reach agreement with respect to such a revised price, such a determination shall be subject to the dispute resolution procedures set forth in section 18 of this Agreement.

b. In addition, during the performance of the Prime Contract and this Agreement, DISTRICT may desire to propose a modification to CTC regarding the services to be provided under the Prime Contract, including but not limited to the Services being performed by INSTITUTION pursuant to this Agreement. If a modification to be proposed by DISTRICT is likely to affect the Services being provided by INSTITUTION under this Agreement, DISTRICT shall discuss the proposed modification with INSTITUTION and provide INSTITUTION with an opportunity to provide input and guidance regarding the proposed modification. If and to the extent that the proposed modification affects the schedule or the price or cost of performance by

INSTITUTION, INSTITUTION will be given the opportunity to provide a revised price schedule based upon the proposed modification to the Prime Contract. DISTRICT has the sole and exclusive right to determine whether it will propose modifications to CTC and the NAVY and the content of such modifications.

c. INSTITUTION acknowledges that DISTRICT will rely upon the recommendations, proposals, technical data, revised pricing and schedule and other information provided by INSTITUTION with regard to proposals to be made to CTC and the NAVY and such recommendations, proposals, technical data, revised pricing and schedule and other information provided by INSTITUTION to assist DISTRICT in the development of proposals for amendment of the Prime Contract will be considered by DISTRICT to be firm commitments and representations of the accuracy of the same by INSTITUTION to support performance under the Prime Contract and this Agreement in accordance with the recommendations, proposals, technical data, revised pricing and schedule and other information provided by INSTITUTION, should the NAVY accept the proposals of DISTRICT, CTC, and INSTITUTION. The agreements of the parties with regard to the modified performance shall be set forth in a bilaterally executed amendment to this Agreement.

d. If, at any time during the performance of this Agreement, INSTITUTION desires to propose a change to the Services being provided, INSTITUTION shall provide a proposal to DISTRICT regarding such changes. DISTRICT may accept or reject such proposals in its sole discretion. Upon acceptance of proposal, DISTRICT shall issue a modification to INSTITUTION.

e. Any modification issued pursuant to this Section shall be deemed incorporated into and shall constitute a formal change to this Agreement.

4. Tuition and Payment

a. INSTITUTION shall be paid for services provided pursuant to the Agreement solely on a fixed price per semester hour basis at the per semester hour tuition prices set forth in Schedule A. INSTITUTION agrees to waive any additional ordinary or special fees, including, but not limited to, application, matriculation, admissions, graduation, student activity, health, or other fees, and there shall be no separate or additional charges for degree evaluation services.

b. INSTITUTION shall notify DISTRICT in writing of any tuition increase for a subsequent contract year at least sixty (60) days prior to the expiration of the then current contract year. DISTRICT will request a contract modification from CTC and, upon approval by CTC and the NAVY, a modification shall be set forth in an executed amendment to this Agreement.

c. DISTRICT shall make payment to INSTITUTION as provided in Schedule A provided, however, that DISTRICT shall not be liable to make any payments under this Agreement unless: (i) the funds have been obligated by CTC and CTC has made such funds available to DISTRICT under the Prime Contract; (ii) CTC has so notified DISTRICT of the available funding.

d. Payment due will be calculated based on the number of semester hours

recorded in the DISTRICT Data Management Exchange Network ("DMEN"). An invoice shall be issued by DISTRICT on behalf of INSTITUTION, or by institution directly as mutually agreed upon, after a course cycle closes (according to guidelines set forth in Schedule A) and no more frequently than monthly. INSTITUTION shall have five (5) days to review and reconcile each invoice submitted prior to DISTRICT submitting to CTC for payment. It is the responsibility of the INSTITUTION to identify all discrepancies between the Invoice and the INSTITUTION's records.

e. INSTITUTION shall not invoice the NAVY, CTC or student-Sailors separately for any tuition charges and/or fees.

f. DISTRICT shall remit payment to INSTITUTION within 15 days upon receipt of payment from CTC.

5. Data Management Exchange Network ("DMEN")

a. The DMEN has been developed by DISTRICT to effectively maintain all course catalog, delivery order, enrollment, grade, graduate and invoicing data. Information shall be exchanged between DISTRICT's DMEN and INSTITUTION in a timely manner by utilizing e-mail, a secured online user interface and/or flat-file data format. DISTRICT will use Government software to enter enrollment and grade information into the Navy College Management Information System (NCMIS) during the term of this Agreement for the sole purpose of completing all work required by this Agreement.

b. INSTITUTION agrees to utilize the DMEN in performing services under this Agreement during the term of this Agreement for the sole purpose of completing all work required by this Agreement.

c. INSTITUTION agrees to maintain the security and confidentiality of all student records accessed during the performance of this agreement according to the standards set forth in Exhibit B.

6. Proprietary Information.

During the performance of this Agreement, each Party may be provided information (including information provided by CTC and the Navy) by the other Party that such other Party considers confidential and proprietary information. Except as otherwise required by law, such proprietary information shall be treated as confidential and shall not be disclosed in whole or in part without the prior written consent of the party providing such information. Except as otherwise required by law, the parties shall limit the use and circulation of such information, even within its own organization, to only the extent necessary to perform the services to be provided pursuant to this Agreement.

7. Rights in Patents, Works of Authorship and Proprietary Data

a. DISTRICT and INSTITUTION grant to each other a reciprocal, limited, non-exclusive, nontransferable, paid up and royalty-free license; without right of sublicense, to provide hypertext reference links ("Links") between the DMEN site, and the INSTITUTION's web site.

b. INSTITUTION grants DISTRICT a limited, non-exclusive, nontransferable, paid up and royalty-free license, without right of sublicense, to display the Uniform Resource Locator of INSTITUTION's web site and/or INSTITUTION's name in association with a Link.

c. Any materials or work product (including course materials) produced by INSTITUTION at private expense will be owned by INSTITUTION. If INSTITUTION first produces technical data, computer software and computer software documentation or course materials, other than at its own private expense (e.g., the cost is reimbursed by DISTRICT, CTC, or the Navy), the INSTITUTION shall grant to DISTRICT the rights required by the FAR, the Defense Federal Acquisition, Supplement ("DFARS"), other regulations and the Prime Contract ("Intellectual Property Rights"), including unlimited rights to the Government where appropriate. In addition, INSTITUTION grants to DISTRICT a non-exclusive, paid up, royalty free license to use, copy, create derivative works from and to practice any methods embodied in any deliverables, materials or inventions first produced or reduced to practice in the performance of this Agreement other than deliverables, materials or inventions produced or reduced to practice, as the case may be, at private expense. To the extent that any preexisting materials of INSTITUTION (developed at private expense as provided in the FAR and DFARS) are contained in the deliverables delivered to DISTRICT, CTC or Navy hereunder, INSTITUTION shall grant to DISTRICT a non-exclusive, paid up, royalty free license to use such preexisting materials for the sole purpose of completing all work under this Agreement and the Prime Contract, including without limitation permitting CTC and Navy to use such materials for the purposes described in the Prime Contract. Such licenses include the right to use, execute, reproduce, display, perform, distribute (internally) copies of, and prepare derivative works based upon, such preexisting materials and derivative works thereof as necessary to complete the work under this Agreement and the Prime Contract.

d. Subject to the rights granted to the Navy, CTC and DISTRICT above, all inventions, works of authorship and other proprietary technical data (as well as copyrights, patents and similar rights attendant thereto):

i. conceived or reduced to practice, or, in the cases of works of authorship, authored solely by employees of, or persons under contract to either Party, shall be owned exclusively by that Party; and

ii. conceived or reduced to practice, or, in the cases of works of authorship, authored jointly by the parties shall be owned as determined by the parties' good faith negotiations to establish their respective rights. Failing agreement, each Party shall have an equal undivided one-half interest in the inventions, works of authorship, proprietary technical data, copyrights or patents and shall be entitled to use such inventions, works of authorship, and other proprietary technical data in accordance with such joint ownership rights, without an obligation to account.

e. DISTRICT and INSTITUTION acknowledge and agree that DISTRICT shall retain all rights to the DMEN developed in support of NCPACE and the domain name "WWW.DLNCPACE.COM."

8. Independent Contractor

a. INSTITUTION acknowledges and agrees that it is an independent contractor whose employees or agents, if any, are not employees or agents of DISTRICT for any purpose, including but not limited to federal, state or local unemployment insurance laws, old

age benefits, Social Security Law, workmen's compensation law, tax laws or any other industrial law and are not eligible for any of the benefits to which employees of DISTRICT are eligible.

b. INSTITUTION is solely and exclusively liable for the payment of: (i) all expenses incurred in and for all claims for damages arising out of or in connection with the performance by INSTITUTION of the Services under this Agreement; and (ii) all required federal, state, and, local income, employment, unemployment, property, excise, sales and use taxes and associated contributions in connection with the payment for Services rendered under this Agreement.

9. Publicity.

INSTITUTION will not disclose any information or make any news release, public announcement, advertisement or other form of publicity concerning this Agreement, the Prime Contract or its efforts in connection herewith or therewith, without DISTRICT's prior written consent, which DISTRICT may grant or withhold in its sole discretion.

10. Assignment.

This Agreement may not be assigned by INSTITUTION without the prior written consent of DISTRICT, which consent may be withheld by DISTRICT in its sole and absolute discretion.

11. Quality Assurance.

a. INSTITUTION acknowledges that the Prime Contractor must provide a Quality Control Plan (QCP) to the Navy no more than 30 days after contract award. The government's requirements of the QCP are listed in Exhibit A, section C.12. DISTRICT shall provide a copy of the QCP to INSTITUTION upon its availability and INSTITUTION shall accept all relevant terms and provisions set forth in the QCP unless INSTITUTION notifies DISTRICT, in writing, of concerns about compliance within 30-days of receipt of the QCP. INSTITUTION also acknowledges that the services it provides under the terms of this Agreement shall be consistent with the accreditation standards adhered to on its home campus. Failure to meet these standards shall be considered a material breach of this Agreement.

b. INSTITUTION acknowledges and agrees to the terms and provisions of the DISTRICT Quality Assurance document attached herein as Exhibit C.

12. Administrative Supervision and Liaison

a. DISTRICT and INSTITUTION shall provide administrative supervision and liaison with each other in the performance of this Agreement.

b. The Program Manager for the DISTRICT will be Joycelyn Groot, Dean of Military/Contract Education Programs, (714) 241-6161; Secondary contact shall be Patti Dessero, Military Programs Manager, (714) 241-6291.

c. The Program Manager for INSTITUTION shall be David Chase, Assistant Vice Provost, (757) 683-3163; Secondary contact shall be William Gideon, Associate Director for

Instructional Development, (757) 683-6105.

13. Non Discrimination.

Both PARTIES agree that they will not unlawfully discriminate in the selection of any student to receive instruction pursuant to this AGREEMENT because of that student's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, and/ or medical condition.

14. Hold Harmless

a. INSTITUTION hereby releases, discharges and agrees to hold harmless DISTRICT, its governing board and each of their trustees, employees, agents, and representatives from any and all liability arising out of or in connection with the performance of the parties hereto of the terms and conditions of this Agreement including any liability arising out of or in connection with INSTITUTION or its students' enrollment in the classes provided for herein and the use of DISTRICT's course materials that result from any cause, including but not limited to DISTRICT's Board's trustees', employees', agents' or representatives' own passive or active negligence or other acts other than fraud, willful misconduct or violation of the law.

b. DISTRICT hereby releases, discharges and agrees to hold harmless INSTITUTION, its governing board and each of their trustees, employees, agents, and representatives from any and all liability arising out of or in connection with the performance of the parties hereto of the terms and conditions of this Agreement including any liability arising out of or in connection with DISTRICT or its students' enrollment in the classes provided for herein and the use of INSTITUTION's course materials that result from any cause, including but not limited to INSTITUTION'S Board's trustees', employees', agents' or representatives' own passive or active negligence or other acts other than fraud, willful misconduct or violation of the law.

15. Entire Agreement.

Entire Agreement. This AGREEMENT supersedes all prior agreements, either oral or written between the PARTIES with respect to the subject of this AGREEMENT. Each party to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

16. Choice of Law and Venue.

If any action is brought arising out of this Agreement, including but not limited, to any claim for breach, interpretation, cancellation or specific performance of the same, or any tort claims relating thereto, said action shall be brought in the appropriate court of the resident venue of the party against which such action is brought. Nothing in this Agreement contained shall be deemed to be a waiver of the sovereign immunity of the INSTITUTION as an instrumentality of the Commonwealth of Virginia, regardless of application of principles or rules of conflict of laws.

17. Limitation of Liability.

Notwithstanding anything to the contrary to the extent allowed by law neither party shall be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) except if due to a party's negligence or other wrongdoing.

18. Dispute Resolution

A. Meet and Confer Requirement: In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B. Mediation: In the event of any controversy or claim whether based on contract, tort, statute, or other legal or equitable theory, and if the dispute cannot be resolved by negotiation, the parties agree that as a condition precedent to and before filing any legal action including any demand for arbitration the parties shall submit the dispute to nonbinding mediation by a mediator mutually selected by the parties. If the parties are unable to agree upon a mediator then the mediation will be held at the Orange County Office of Judicial Arbitration and Mediation Services, Inc. ("JAMS") or Judicate West. The complaining party must contact JAMS or Judicate West to schedule the conference. The parties may agree on a mediator from the JAMS or Judicate West panel. If they are unable to agree JAMS or Judicate West will provide a list of three available mediators and each party may strike one. The remaining mediator will serve as the mediator at the mediation conference. Neither party may initiate legal action until mediation is completed. Each party shall pay one-half of the costs of such mediation. This requirement for mediation is a condition precedent to filing legal action and shall not in any way toll any applicable statute of limitations or other time bar defenses to such legal action.

19. Notice.

All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To Campus: Attn: Joycelyn Groot
Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708

With a copy to: Attn: Vice Chancellor, Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

To INSTITUTION: David Chase
Assistant Vice Provost
Old Dominion University
Gomto Teletechnet Center
Norfolk, VA 23529

and/or such other persons or places as either of the parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after deposit in the mail.

20. Each individual executing this Agreement on behalf of INSTITUTION represents and warrants that he/she is duly authorized to execute this Agreement on behalf of the INSTITUTION and that this Agreement is binding on INSTITUTION.

COAST COMMUNITY COLLEGE DISTRICT
(Coastline Community College)
a Public Educational Agency

INSTITUTION

By: _____

President, Board of Trustees

Date: _____

By: _____

Title: _____

Date: _____

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Old Dominion University
Schedule A

Institution shall provide the following courses according to all terms and conditions of the Technical Proposal and the Statement of Work in the U.S. Government Contract on pages 24-35. The courses shall be published in the NCPACE Distance Learning Catalog and will be made available to Sailors participating in the NCPACE program from October 1, 2009 through September 30, 2010.

COURSE NUMBER	COURSE NAME	Tuition Rate per Credit Hour
UNDERGRADUATE		
EET350	Fundamentals of Electrical Technology	\$203.00
EET360	Electrical Power and Machinery	\$203.00
MET305	Principles of Mechanics	\$203.00
MET310	Dynamics	\$203.00
GRADUATE		
ENMA600	Cost Estimating and Financial Analysis	\$397.00
ENMA603	Operations Research	\$397.00
ENMA604	Project Management	\$397.00
ENMA605	MEM Program Capstone	\$397.00
ENMA613	Logistics and Supply Chain Management	\$397.00
ENMA614	Quality Systems Design	\$397.00
ENMA715	Systems Analysis	\$397.00

Institution shall be paid for grades of A, B, C, D, F, W and I, which have been input into the D.M.E.N. and according to the current procedures outlined in the NCPACE D.M.E.N. Partner Institution User Procedures Manual, provided to each institution and updated regularly.

Section C - Descriptions and Specifications

SECTION C

SECTION C

Navy College Program for Afloat College Education (NCPACE)

Distance Learning (DL)

Statement of Work

C.1. INTRODUCTION:

C.1.1. The Navy's NCPACE program offers participating Sailors (officers and enlisted) high quality learning opportunities and experiences from post secondary institutions accredited by an accrediting body recognized by the Department of Education. The Center for Personal and Professional Development (CPPD) located in Dam Neck, Virginia is responsible for developing, executing and administering NCPACE. The Navy desires that the contractor provide Distance Learning courses to Sailors permanently assigned to Navy sea-duty Unit Identification Codes (UIC) to accomplish the goals of NCPACE. The program must be student-centric, student friendly, appropriate to the distinctive and varying circumstances of sea-going Sailors and focused on degree completion. Sailors shall be able to initiate, continue and/or complete course work associated with degree requirements.

C.2. BACKGROUND:

C.2.1.1. Under previous NCPACE educational service contracts, the Navy has offered academic skills, undergraduate and graduate level courses to Sailors assigned full-time to ships, and to Sailors who travel between ship and shore (those in deployable, sea-going UIC's). The Navy uses two primary delivery methods for providing onboard educational opportunities to Sailors. Instructor Led (IL) courses are taught by resident instructors for ships able to berth civilian instructors. Distance Learning (DL) courses are provided for all ships regardless of whether they can berth instructors.

C.2.1.2. Providing educational access to seagoing Sailors is not new for the Navy. In the early 1970s, the Navy provided Sailors aboard Polaris submarines educational films for viewing during "off watch" hours. The University of South Carolina and Harvard were the first universities to offer college courses by this means to shipboard Sailors. In 1973, the Navy allowed civilian instructors to ride and teach on selected surface ships home ported in Norfolk, Virginia. By 1974, with the advent of the All-Volunteer Force, the Navy's Program for Afloat College Education (PACE) was established.

C.2.1.3. Currently, some form of NCPACE is available to active U.S. Navy ship, about a dozen USNS ships, and all commands with sea-going UIC's. At the end of Fiscal Year (FY) 2007, NCPACE enrollments in Distance Learning exceeded 11,000 for approximately 400 afloat commands.

C.3. DEFINITIONS:

C.3.1. ASSET — A series of placement tests developed by ACT. ASSET has three tests of basic skills writing, reading and numerical reasoning plus more advanced tests in algebra and geometry.

C.3.2. ASVAB Test - The Armed Services Vocational Aptitude Battery (ASVAB) is a basic test given to new recruits. Subtest scores include those for Word Knowledge (WK), Arithmetic Reasoning (AR), and Paragraph Comprehension (PC) among others.

C.3.3. Command Brief - A marketing and publicity briefing provided by Navy College Office staff to high level command personnel to include the Commanding Officer, Executive Officer, Command Master

Chief, Education Services Officer, and the NCPACE Point of Contact in order to deliver overall NCPACE information.

C.3.4. Command Education Plan - A listing of proposed students and courses recommended for future NCPACE participation provided to commands by Navy College Office staff during Orientation Services. The listing shall also indicate proposed term dates and the number of projected instructors who will require shipboard berthing.

C.3.5. Completion Rate - Individuals completing courses with passing grades divided by all students enrolled.

C.3.6. Contracting Officer's Representative (COR) — A Government official who provides technical direction and discussion, as necessary, with respect to the specifications or statement of work and monitors the progress and quality of contractor performance. Section 11.3 of the contract provides additional information on the appointment and duties of the COR.

C.3.7. Contractor — The offeror selected to deliver Distance Learning courses under this contract.

C.3.8. CONUS - Continental United States. This includes the 48 contiguous states.

C.3.9. Cycle Number — The unique number assigned by the Ordering Officer that delineates credit hours and tuition amounts by institutions in a DL delivery order. The cycle number is a key reference number in verification of services received and payment of invoices.

C.3.10. Delivery Order — The document issued by the Ordering Officer that authorizes the contractor to provide educational services to the Navy. The delivery order depicts required courses/credit hours, term dates, funding for tuition, etc.

C.3.11. Crew Brief - A briefing for command personnel designed to provide comprehensive information about NCPACE that includes what it can do, how it works, and what educational delivery options can be provided. The Navy College Office staff shall provide the crew briefings during Orientation Services.

C.3.12. Drop/Add Period — The period of time students may drop or add courses, for any reason, without penalty to the Government. For DL methods of delivery, the drop/add period shall be 14 calendar days from the start date as set out in the delivery order for all ships with the exception of deployed submarines. For deployed submarines, the drop/add period shall be 30 calendar days from the start date. Students dropping a course within the authorized period will not be reflected on the final roster.

C.3.13. Educational Needs Assessment - Survey conducted by Navy College Office Staff members or shipboard ESO to determine courses in which command personnel want to enroll under NCPACE. The Needs Assessment is summarized for the command by the Navy College Office staff as part of the Command Education Plan.

C.3.14. Educational Services Officer (ESO) — The primary point of contact for the command's NCPACE program.

C.3.15. Enrollment — A student whose name, rate/rank, social security number, educational institution and course number appears on the initial course roster submitted to NETPDTC.

C.3.16. Grades - Academic Skills course status shall be indicated with E (Exit) for Completion or NC for Non-Completion. College courses are assigned grades to include A,B,C,D,F,W,Wx and I. The grade of Wx is to be a withdrawal for Navy related requirements supported by the Commanding Officer. When a grade of Wx is given, the command shall identify the reason for withdrawal (Transfer, Duty, Medical or Emergency). Passing grades shall be A, B, C, or D and are the only grades to be included in the course completion statistics.

C.3.17. Hardware - Any electronic equipment used to deliver educational services.

C.3.18. **Military Environment - The Navy's culture and tradition as it relates to daily activities and life onboard a U.S. Navy ship or Naval installations.**

C.3.19. **Navy College Management Information System (NCMIS) — The Navy's Voluntary Education database used to track tuition assistance usage, NCPACE participation, and other voluntary education program statistics. NCMIS contains a procurement module that generates NCPACE delivery orders and modifications.**

C.3.20. **Navy College Office (NCO) Staff - A network of civilian staff members who manage local education office, administer on-base voluntary education programs and coordinates NCPACE. The staff provides support in marketing NCPACE and in conducting Orientation Services. One member of the staff is assigned as Technical Assistant to the COR to assist in monitoring the delivery of NCPACE services. At the time of award, the Government shall provide a current listing of each NCO and its staff.**

C.3.21. **Navy College Program (NCP) — A voluntary off-duty educational program that provided Sailors the opportunity to earn college degrees through the receipt of academic credit for Navy training, work experience and off-duty education. These programs consist of numerous components that allow and encourage all Sailors to continue their education for professional and personal development and to achieve their lifelong learning goals.**

C.3.22. **Navy College Program Distance Learning Partnership (NCPDLP) — The Navy's educational opportunities for higher education and lifelong learning with degrees offered through distance learning. Under the NCPDLP, each Navy rate has a Partner Institution offering associate and bachelor's degree that is rate related.**

C.3.23. **Navy College Program for Afloat College Education (NCPACE) — The program that enables Sailors assigned to Navy sea duty UIC to receive tuition-free academic skills and college courses.**

C.3.24. **Naval Education & Training Professional Development & Technology Center (NETPDTC) — The activity responsible for executing delivery orders for NCPACE.**

C.3.25. **OCONUS - Outside Continental United States. This includes Alaska, Hawaii, Puerto Rico, and all overseas locations.**

C.3.26. **Ordering Officer - The Navy official responsible for the issuance of all NCPACE delivery orders and delivery order modifications under this contract.**

C.3.27. **Orientation Services - A series of events, conducted by Navy College Office staff, beginning with a command level briefing and culminating in the presentation of a Command Education Plan to a Commanding Officer. Events include, but are not limited to, a command briefing, crew briefings, placement testing and individual counseling for crewmembers interested in participating in NCPACE.**

C.3.28. **Servicemembers Opportunity Colleges Navy (SOCNAV) - A worldwide consortium of colleges and universities that provide educational opportunities to Sailors and whose members agree to accept traditional and non-traditional academic credits attained through testing, military training and other learning experiences.**

C.3.29 **Successful Completion - Enrollments resulting in a passing grade of "A", "B", "C", or "D". Grades of "F" and "I" are not considered as passing grades and therefore not counted as successful completions.**

C.3.30. **Test of Adult Basic Education (TABE) - Norm-referenced tests designed to measure achievement of basic skills commonly found in adult education curricula and taught in instructional programs. Content areas measured are reading, language, mathematics, and spelling. TABE materials are exclusively available from CTB/McGraw-Hill.**

C.3.31 **Unit Identification Code (UIC) - The number assigned to serve as permanent identification of a Navy command.**

C.4. PROGRAM ELIGIBILITY

C.4.1. Eligibility Requirements: Eligibility requirements for participation in the Distance Learning NCPACE program are as follows:

C.4.1.1. U.S. Naval vessels and deployable squadrons assigned a Unit Identification Code (UIC) with a sea duty type code of 2 or 4. Only U.S. Navy personnel permanently assigned to those commands including U.S. Marine Corps personnel assigned as ship's company are eligible to participate in NCPACE. Navy personnel on temporary assignment to the command may be eligible to participate as long as they have sufficient time to complete course work while assigned to the command.

C.4.1.2. All active duty personnel assigned to U.S. Naval Ships (USNS) under the cognizance of the Military Sealift Command (MSC) are eligible to participate in NCPACE Distance Learning.

C.4.1.3. To be eligible to participate in NCPACE DL, first time enrollees must be counseled by NCO staff and are limited to only one course during the first term. After successful completion of first DL course, Sailors are authorized to enroll in a maximum of two courses per term.

C.4.1.4. The Navy has waived NCPACE program eligibility requirements for Individual Augmentee (IA) Sailors stationed OCONUS. The IA Sailor must be active duty (Reservist must be on active duty for at least 120 days). To participate in NCPACE, IA Sailors must have orders reflecting IA status and be serving a tour as an IA for at least 90 days. IA Sailors are limited to one course per term.

C.4.2. Eligibility to participate in NCPACE is solely at the discretion of the Navy and may be changed at any time.

C.5. INSTITUTION AND ACCREDITATION REQUIREMENTS

C.5.1. The contractor must be an educational institution, a consortium of educational institutions or a commercial entity whose core business is providing educational services.

C.5.2. All DL courses provided under this contract shall be offered by colleges/universities accredited by an accrediting body recognized by the Department of Education. The source of authority for accreditation status is the latest edition of Accredited Institutions of Postsecondary Education published for the Council for Higher Education Accreditation by the American Council on Education.

C.5.3. All DL provider institutions offering undergraduate courses shall be members of Servicemembers Opportunity Colleges Navy (SOCNAV). Provisional admission to SOCNAV will be accepted provided full status is granted during the contract year. Membership to Navy College Program Distance Learning Partnership is preferred but not required.

C.6. CURRICULUM REQUIREMENTS

C.6.1. Contractor shall provide DL courses to include:

C.6.2. College Courses: All college courses shall have credit granted in semester hours/quarter hours. Students may request official transcripts from the college awarding credit after grades are awarded. NCPACE courses shall appear on the college transcript like any other resident college course. The transcript shall not indicate the coursework was completed through NCPACE.

C.6.3. The term for duration of Distance Learning courses shall be 90 days. The Ordering Officer may approve either a 30-day extensions or a 60-day extension if sufficient justification is provided by the command. Following the 60-day term extension, if the student still has not completed all required coursework, the institution may, at their discretion, place the student in an "incomplete" status during which time the student will receive a grade of "I". A

student may not remain in an incomplete status for more than 60 days. Students receiving a grade of "F" will not be allowed to re-enroll in the same course.

C.6.4. The following minimum number of degree programs at each level is required:

C.6.4.1. Associate Degree - At a minimum, a complete associate degree program in general/liberal studies shall be provided. The contractor shall have a minimum inventory of 60 different lower level courses available at all times. Additional degree programs shall be submitted for review by the offeror.

C.6.4.2. Bachelor Degree - At a minimum, a baccalaureate degree program in liberal studies shall be provided. The contractor shall have a minimum inventory of 30 different upper level courses available at all times. Additional degree programs shall be submitted for review by the offeror.

C.6.4.3. Graduate Courses - At minimum, graduate level courses in the field of Information Systems/Technology Management, Operations Management, Financial Management and Business Management shall be provided. The contractor shall have a minimum inventory of 15 graduate level courses available at all times. Additional graduate degree programs shall be submitted for review by the offeror.

C.6.5. Adding or deleting degree programs or courses shall require prior written approval by Center for Personal and Professional Development.

C.6.6 College Course Catalog (CDRL A001) - The contractor shall develop a course catalog that reflects all Distance Learning college courses offered under NCPACE. The contractor shall coordinate course offerings with the Center for Personal and Professional Development prior to developing the NCPACE course catalog. Course catalog shall be provided to the COR for review and approval within 30 days after contract award. The contractor shall update the catalog annually or when necessary to reflect changes to the DL courses available to Sailors under this contract. Format of the catalog is at the discretion of the contractor. At a minimum, the catalog shall list the following:

C.6.6.1 Participating institutions and programs.

C.6.6.2 Statement of accreditation for each participating institution.

C.6.6.3 Degree roadmap for degree offered.

C.6.6.4 List and prices of courses.

C.6.6.5 List of courses requiring placement tests and/or pre-requisites.

C.6.6.6 Pre-requisites must be identified for each course requiring one.

C.6.7. Servicemembers Opportunity Colleges Navy (SOCNAV). All participating institutions shall issue a SOCNAV agreement to students upon completion of 6 SH with the degree granting institution. Copies of SOCNAV agreement shall be provided electronically to the Navy College Office servicing the sea-going command.

C.7 NCPACE OPERATIONS - GOVERNMENT RESPONSIBILITIES

C.7.1. The Government, through Navy College Offices, shall publicize and market NCPACE services to all eligible commands.

C.7.2. Navy College Office staff shall conduct NCPACE Orientation Services for commands wishing to participate in the NCPACE. Using the results of the Orientation Service, the Navy College Office staff shall design the command's education plan, including course recommendations. ASSET will be used as the placement test for English and Math and will be administered by Navy College Office staff. Placement testing, if required, will be

provided to command members during this Orientation Services period. Recommended courses will be directly correlated to individual goals, Navy College Rating Partners' degree roadmaps, SOCNAV Agreements and to officer educational plans as applicable. Responsibility for Orientation Services shall solely rest with the Government through the Navy College Office.

C.7.3. Commands desiring NCPACE services shall first submit their request to the appropriate Navy College Office for coordination. After NCO coordination is complete, the command shall submit their request to the Ordering Officer 30 calendar days prior to the command's scheduled deployment date. The Ordering Officer shall coordinate the request with command personnel, Navy College Office staff and contractor representatives as required and then issue a delivery order or delivery order modification for performance of NCPACE DL educational services. After issuance of the delivery order, the command will coordinate courseware/equipment load state with the contractor.

C.7.4. Upon award of the Delivery Order for the requested NCPACE courses, the Ordering Officer shall notify the Contractor of the following:

C.7.4.1. Course title, number and cycle number

C.7.4.2. Course term beginning dates and term ending dates

C.7.4.3. Expected number of enrollments

C.7.4.4. Navy College Office POC, site location, delivery point and required date for textbooks and materials

C.7.4.5. Ship's POC, mailing address, and email address

C.7.5. There is not a minimum number of DL course enrollments that must be ordered on a single delivery order unless the command elects to use contractor provided equipment. If contractor provided equipment is requested by the command, the delivery order shall reflect a minimum of five (5) DL enrollments. When contractor equipment is requested by the command, it shall be provided at a ratio of one laptop computer per 15 students.

C.7.5.1. Secure Storage – The Government shall be the custodian for contractor provided equipment and will provide a secure onboard area for this equipment.

C.7.6. The Government shall provide the Contractor access to the Navy College Management Information System (NCMIS) database via the Internet to be used for inputting all DL enrollment data. The Government shall input the initial enrollment data. The Contractor shall input the final enrollment data, using government provided software, directly to NCMIS for all courses. The Government provided software will be NETSCAPE 4.0 or later browser, Oracle Initiator, and Adobe Acrobat Reader. The Government will also provide installation and troubleshooting assistance to the contractor for the above software. The site license authorizing usage of the above software will be maintained at NETPDTC N6. The contractor is required to install, activate, and utilize the government provided software only on licensed computers. For proper connectivity permitting direct contractor data entry into NCMIS, the following minimum hardware and software requirements must be met for each site authorized to access the NCMIS program: 32 Megabytes of RAM, 32 BIT P/C, Web access or 56.6 Kbps modem, CD-Rom drive, Windows 2000 or NT operating system. Site names where licensed computers are to be located and those individuals who will input the data must be provided to the COR. The roster data fields to be input are listed on Attachment (1)

C.8 NCPACE OPERATIONS - CONTRACTOR RESPONSIBILITIES

C.8.1. The Contractor shall be required to provide Distance Learning courses to all eligible Navy commands on a worldwide basis. These courses shall include undergraduate and graduate courses relating to enlisted naval occupations and/or commonly requested degree programs. Distance learning courses must emphasize delivery through multimedia, to include CD-ROM, IPOD, PDA and paper-based. Mobile units required to transfer from the ship to isolated locations may take contractor provided equipment if the schedule or mission for the seagoing unit so requires.

C.8.2. Delivery of DL courses, materials and equipment may begin after the contractor has received appropriate authorization from the Ordering Officer. Appropriate authorization includes written Delivery Orders, modifications and verbal authorizations to proceed from the Ordering Officer.

C.8.3. Following receipt of the delivery order, the contractor is responsible for student registration, textbook and or instructional materials ordering/sale, and for providing students with any applicable information relating to individual courses and institutions. Copies of the course syllabus shall be made available to students during registration.

C.8.4. The load date for courses and equipment for pier-side commands preparing for deployment shall be coordinated between the contractor and the command. The load date is impacted by the ship's deployment schedule, personnel availability and operational factors. The Navy will attempt to provide 21-days lead time from the effective date of the delivery order to the load date for courses and equipment, with the enrolled students and NCPACE POC available for registration and training. However, due to the dynamic nature of ship's schedule 21-days lead time may not be possible for some commands. When lead time is less than 21 days, the contractor is expected to make every effort to support the required load date. If the required load date cannot be met by the contractor, the contractor may request an extension from the Ordering Officer.

C.8.5. If the ship deploys without the requested courses or if the ship is underway when the request is submitted, the contractor shall be responsible for shipment of requested DL course materials, syllabus, textbooks, and equipment to the command. The contractor shall coordinate shipping details with the command to ensure the most expedient and effective method of shipping is used and the material is delivered to the correct address. Course materials shall be shipped to the participating command 14 days prior to the term start date. Expedited shipment of course materials directed by the Navy shall be a reimbursable expense under this contract.

C.8.6. The Contractor shall provide the course syllabus to the students during registration. The syllabus shall include course objectives and listing of reference materials/textbooks for the class. .

C.8.7. Course materials and textbooks shall be made available to students upon registration. The contractor shall be responsible for selling college course textbooks to students and for collecting, storing and accounting for receipt of funds. Failure by the contractor to make available textbooks and course materials prior to the scheduled load date will result in non-payment of tuition cost by the Government for each course affected. The following applies to the contractor provided course materials:

C.8.7.1 College -Level Courses. Students (not the Government) shall pay for textbooks, workbooks, and lab fees. The prices charged by the contractor for textbooks, workbooks and lab fees shall be fair and reasonable and in no event shall exceed the prices charged at the institution's home campus. The contractor is encouraged to set up a variety of methods for making textbooks available to students (i.e. leasing, if not marked or damaged, selling second-hand, electronic texts, on-line library, etc.). Textbooks shall be identical to those used on the home campus for the same course. Contractor is encouraged to establish a textbook buy-back program that parallels the institution's home campus policy.

C.7.8.2 Textbooks and other Instructional Materials – All textbooks, supplies, course materials, syllabus and equipment shall be shipped to the point of embarkation at the contractor's expense. The contractor shall expedite shipments when requested and approved by the Navy. The Government shall reimburse the contractor for the cost of approved expedited or express shipment.

C.8.8. After courses have been ordered, the contractor shall be responsible for communicating with the command and/or local Navy College Office to monitor each student's progress and the overall condition of NCPACE services. The Government shall be informed of all communications with the command. The contractor shall be responsible for coordinating with command personnel to ensure continuance and conformation of courses for the succeeding terms.

C.8.9. The Contractor shall provide a contingency plan for emergency or otherwise unscheduled deployments. At a minimum, the contractor will be provided a 72-hour (3 days) lead-time. If requested, contractor is expected to provide a minimum of 15 DL courses per command in the general education areas (Social Science, Humanities, English, Math and Science).

C.9. DISTANCE LEARNING REQUIREMENTS

C.9.1. All DL courses regardless of medium must be from the active inventory of the participating academic institution. Courses offered through CD-ROM must be compatible with existing government computers and IT-2 1 compliant.

C.9.2. All DL courses must carry the same credit hours as the DL courses offered elsewhere by the participating academic institutions.

C.9.3. The contractor is responsible for ensuring that all contractor provided delivery systems are fully functioning at all times. The contractor is responsible for replacing any non-functioning equipment/software in a timely manner at no cost to the government.

C.9.4. Students completing courses before the end of this period may start another course for which they were previously registered as long as course has been authorized, funded and ordered by the Ordering Officer.

C.9.5. The DL course grades shall be posted electronically into NCMIS within 30 days of receipt of grades by the contractor. Contractor shall reimburse the Navy for tuition costs of courses not posted within 30 days of receipt of grades by the contractor.

C.9.6. The command shall provide the Ordering Officer via either naval message or e-mail with a completion message that will then be provided to the contractor. The message shall contain the following information:

C.9.6.1 Student name and Social Security Number (last four number only)

C.9.6.2. Course number and institution

C.9.6.3. Status of each student (drop, withdrawal, incomplete)

C.9.6. The contractor shall develop a student critique form. Student critique will evaluate course content, applicability and instructional effectiveness. Results of critiques will be made available to the government upon request.

C.9.7. Contractor shall provide instructions to Sailors/command concerning DL courses and test security/test compromise. Contractor shall inform the government through the Navy College Offices if unable to off-load exam packages from the ship within a designated time from the end of term date.

C.9.8. The Contractor shall input the final DL enrollment data with grades directly into NCMIS within 30 days of receipt of grades. (CDRL A002)

C.9.9. The contractor shall provide a monthly report to the government. The monthly report shall include number of enrollments and number completions as defined in C.3.29. Report shall include percentage of completion, percentage of grades, "A", "B", "C", "D", "F" and "I". (CDRL A003)

C.10 COMPUTER REQUIREMENT

C.10.1. The contractor shall provide laptop computers as requested by participating commands for DL courses ordered by the Navy. Use of contractor provided equipment is minimal and is requested infrequently. Estimate

request is approximately 3-4 contractor provided equipment per quarter per coast (East and West). The following reflects the minimum number of laptop computers that shall be provided for DL courses:

College courses — 1 computer per 15 students

When available, Government computers may be used for CD-Rom courses. Contractor software should be compatible for use with government owned computer. All computer systems shall meet the requirements of IT-2 1.

C. 10.2. The following are the Government's baseline requirements for the computers and printer as required.

Capability/Feature	Laptop
Processor	PIV 2.0 GHz
RAM	512MB
Hard Drive	60 GB
Cache Memory	L2 128 B
Display	
Audio Card	Yes, include Mic/speakers
CD Rom	48X
PCMCIA	Yes Combo Ethernet/Modem
MODEM	Internal, 56Kbs
USB Port	Yes
Parallel Port	Yes
Infrared Port	No
Carrying Case	Yes
Floppy Disk Drive	As required
Operating System	Windows 2000 or higher

Capability / Feature	Printer
Cartridges	Black an White
Resolution	600 x 600 dpi
Speed	12 ppm
Media Sizes	U.S. letter
Media Type	Plain paper
I/O Interface	
	Bi-directional parallel
	IEEE – 1284 cable or USB cable
Carrying Case	Yes
Headphones	Optional

C.10.3. The contractor is responsible for off-loading contractor provided equipment.

C.11. WARRANTY AND REPAIR

C.11.1. The contractor shall provide for repair and replacement services for all computer equipment under this contract.

C.11.2. Responsibility for damages, loss and theft of the contractor owned equipment shall transfer to the Commanding Officer of the participating command upon the command's signed receipt of contractor owned equipment. The contractor shall retain title to all contractor owned equipment provided for DL courses.

C.11.3. The contractor is responsible for the upgrades, enhancements, replacements, repair/replacements, and extended warranties, etc. at no additional cost to the government.

C.12 QUALITY CONTROL PLAN

C.12.1. The Contractor shall ensure that quality service is maintained for all NCPACE DL services. At a minimum, the Contractor shall:

C.12.2. Prepare Quality Control Plan (QCP). The Contractor shall update the QCP provided in the Technical Proposal no more than 30 days after contract award and updated yearly thereafter. The Contractor shall provide its updated and subsequent QCP's to the COR. These submissions are solely for informational purposes. The QCP shall discuss the Contractor's overall approach and procedures for evaluating each of the major service areas, communicating with the Government, resolving deficiencies and identifying potential improvements. Specifically, the plan shall include the following:

- Description of the internal review process including: who will perform the review, the frequency; and the method and a listing of products and services and capabilities under review.
- The benchmark metrics that will be used to evaluate internal program performance and identify improvement areas.
- Approach and procedures for communicating with the Government; handling corrective action without dependence upon Government direction; and identifying and implementing potential improvements to the program services, products, and capabilities.
- On-site records of all inspections conducted by the Contractor and corrective actions taken.
- Description of the procedures and internal controls the Contractor will implement to ensure that the Government is correctly charged for all courses on the catalog.

C.12.3 Conduct Internal Reviews of Program Performance. The Contractor shall assess program performance using approach and benchmarks delineated in their QCP. The Contractor shall provide the results of these evaluations to the Government when requested.

C.12.4 Identification and Correction of Poor Quality. As prescribed by FAR 52.246-4, if any service does not conform to the requirements, the Government may require performance. When defects in services cannot be corrected by re-performance, the Contractor may be required to take necessary action to ensure that future performance conforms to SOW requirements. In these instances, noncompliance may result in the issuance of a Contract Discrepancy Report (CDR). CDRs are issued by the COR to document and summarize Contractor non-compliance and forwarded to the Contracting Officer with a copy to the Contractor.

C.12.5 Government Quality Assurance. In accordance with FAR 52.246-4 services rendered under this contract is subject to Government inspection both during the Contractor's operations and after the completion of the tasks. The Government's Quality Assurance (QA) process will serve primarily to monitor and evaluate the Contractor's Implementation of the QCP and ensures that the Contractor's Quality Control results are in compliance with the requirements of the SOW.

C.12.5.1 The Government will evaluate Contractor's performance of work under this contract using surveillance of work performed and review of Contractor quality control records. All costs associated with rework to attain the required minimum requirements are the responsibility of the Contractor.

C.12.5.2 The Government maintains the unilateral right to change its quality assurance procedures to address specific performance areas or circumstances as deemed necessary.

C.12.6 Contractor shall provide to the COR within thirty days after contract award, a transition and implementation plan. The plan shall establish the types of administrative staff and organization to be used in administration of this program as well as the percentage of time each administrator shall spend on program administration. Full time is equivalent to forty hours per week.

C.13 PERSONNEL QUALIFICATIONS

C.13.1. Minimum Requirements-

Personnel assigned to or utilized by the Contractor in the performance of this contract shall, at a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner.

Labor categories Minimum requirements

NCPACE Site Coordinator A Bachelor's Degree from an accredited institution of higher education; and three (3) years experience in the delivery of educational programs.

- Norfolk, VA
- San Diego, CA
- Groton, CT
- Bangor, WA
- Yokosuka, Japan
- Sasebo, Japan
- Pearl Harbor, Hawaii
- Kings Bay, GA

C.13.2. The Government intends to continue providing office space at the following locations: Norfolk, VA; Groton, CT; Bangor, WA; Yokosuka, Japan; Pearl Harbor, HI; and Kings Bay, GA. Currently, the Government cannot provide office space at the San Diego site.

C.13.3. The Government will review resumes of each proposed NCPACE Site Coordinator Resumes shall be submitted to the COR within 30 days after contract award.

C.13.4. If the Ordering Officer questions or otherwise objects to the qualifications or competence of any person performing under this contract, the burden of proof to challenge any objections lies with the contractor.

C.13.5. The contractor must have the personnel, organization, and administrative control necessary to ensure the services performed meet all requirements specified in delivery orders. The work history of each contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonable ensure the ability for effective and efficient performance.

C.14 COMPLIANCE WITH PRIVACY ACT

C.14.1 Pursuant to the clause FAR 52-224-2 Privacy Act (Apr 1984) of the contract, contractor shall safeguard and establish security measures (including managerial and technical policies and procedures) to protect personal identifiable information (PII) and other sensitive information stored on and exchanged between information systems.

C.14.2 Contractor shall establish guidelines to their sub-contractors (if applicable) in ensuring protection of PII. PII information includes sensitive information such as the following:

- postal address
- e-mail address
- telephone number
- social security number
- date of birth
- mother's maiden name
- State/US issued driver's license or ID Number
- Alien registration number
- Passport number
- Employer or TAX ID number
- Employment history
- Bank or credit card/debit card account number or any related pin
- Biometric data
- Unique electronic number, address, or routing code
- Medical records/condition

- Telecommunication ID information or access device
 - Other number of information that may be used to access financial resources
- C.14.3 Contractor shall comply with The 1974 Privacy Act Law, SECNAV Instruction 5211, and NETC Instruction 5211.2 and shall be held liable for loss of sensitive information resulting in human and financial costs and other consequences. Prime contractor shall be held accountable for ensuring their subcontractor's compliance to above instructions.
- C.14.4 Contractor shall assure data integrity, including but not limited to, using only reputable sources of data and destroying untimely data or converting it to anonymous form.
- C.14.5 Contractor shall conduct regular privacy audits to enforce privacy policies.
- C.14.6 Contractor that continually breaches PII policy may be barred from competing with Navy Voluntary Education contracts in the future.
- C.14.7 SECNAVINST 5211 and NETC Instruction 5211.2 shall be provided to the contractor upon award of the contract.

End of Statement of Work

Exhibit B

Security and confidentiality are matters of concern to all higher education institutions and all are bound by the Family Educational Rights and Privacy Act of 1974 (FERPA), a federal law regarding the privacy of student records. As a participating institution in the NCPACE program, it is required that your institution, its employees, agents subcontractors or any others who may have access to student, financial and employee records received by the institution, be trained regarding and maintain compliance with FERPA and other federal and state laws, including HIPAA and other medical information protection laws, the Graham-Leach-Bliley Act and PCIDSS laws and regulations protecting payment card and financial information.

Your institution, and each party to whom you authorize access to student record information, is responsible for maintaining the security and confidentiality of student records.

An individual's conduct, either on or off the job, may threaten the security and confidentiality of records. Each employee and/or student employee/representative who performs services in support of the NCPACE contract, or has access to the records of students who are enrolled at your institution through their participation in the NCPACE contract, is expected to adhere to the following rules and regulations:

1. Employees may not perform or permit unauthorized use of or access to any information or records maintained, stored or processed by the institution.
2. Employees are not permitted to seek personal benefit or allow others to seek personal benefit using knowledge or confidential information acquired by virtue of an employees work assignment and access to confidential records.
3. Employees may not exhibit or divulge the contents of any record or report to any person except in the conduct of their work assignment and in accordance with the institution's own policies and procedures and the NCPACE Contract.
4. Employees are responsible to know and understand the security and confidentiality policies and procedures particular to their work assignment.
5. Employees may not knowingly include or cause to be included in any report or record a false, inaccurate or misleading entry. Employees may not knowingly expunge or cause to be expunged any record, transaction or report of data entry.
6. Employees may not remove any official record or report, or copy thereof, from the office where it is maintained except in performance of a person's duties as directed and authorized.
7. Employees may not aid, abet or act in conspiracy with another to violate any part of this code.
8. Any knowledge of a violation of this Confidentiality Agreement must be reported to Coastline Community College immediately upon knowledge or notification of a possible breach.
9. Employees are responsible for the security and confidentiality of their individual Password used to gain access to the student records provided in the DMEN.

EXHIBIT C
Technology
Quality Control Plan

1. Coastline shall maintain an academic quality control plan to include:
2.
 - a. technology program student satisfaction surveys
 - b. an annual review of academic program performances with individual colleges
 - c. a minimum required academic template for technology-based course delivery required of all colleges
1. Individual colleges shall commit to maintaining quality control processing for their academic program consistent with their required accreditation regulations.
2. Student complaints regarding program quality or performance in regard to technology-based delivery shall be discussed with individual colleges for resolution.
3. A report on overall program satisfaction results shall be furnished to the Navy on an annual basis.



MAPPING BUSINESS STRATEGIES TO TECHNOLOGY



Headquarters: 3002 Dow Avenue, Suite 126, Tustin, CA 92780
Mike Jarett, Direct (805) 241-1808, Cell (818) 389-7533, mike.jarett@staweb.com

To: Coast Community College

HP WSCA III/NASPO Quote Number: PCBC-56169-01

Quote Created: 9/21/2009

Quote Expires: 11/27/2009

Qty.	Model #	Description	Unit Price	Extended Price
Hardware				
2	AG638B	HP M6412-A Fibre Channel Drive Enclosure	\$ 2,811.25	\$ 5,622.50
16	AG690B	HP EVA M6412A 300GB 15K FC Drive	\$ 1,157.00	\$ 18,512.00
4	AG691B	HP EVA M6412A 1TB FATA Drive	\$ 1,296.75	\$ 5,187.00
2	AG638B	HP M6412-A Fibre Channel Drive Enclosure	\$ 2,811.25	\$ 5,622.50
14	AG690B	HP EVA M6412A 300GB 15K FC Drive	\$ 1,157.00	\$ 16,198.00
6	AG691B	HP EVA M6412A 1TB FATA Drive	\$ 1,296.75	\$ 7,780.50
1	AJ757A	HP EVA6400 for Multi Product Rack	\$ 15,756.00	\$ 15,756.00
4	AJ836A	HP 5m Multi-mode OM3 LC/LC FC Cable	\$ 76.00	\$ 304.00
Software				
1	T5494D	HP CV EVA 9.1 Rep Sol Mgr 5.0 Media Kit	\$ 87.50	\$ 87.50
1	TA646A	HP Command View EVA6400 Unlimited LTU	\$ 23,520.00	\$ 23,520.00
HP Support and Installation				
1	HA110A5	HP 5y Support Plus 24 SVC	\$ -	\$ -
30	HA110A5 13H	EVA 146-400GB HDD HW Supp	\$ 264.60	\$ 7,938.00
10	HA110A5 13J	EVA 450-1TB HDD HW Supp	\$ 396.90	\$ 3,969.00
1	HA110A5 4R2	EVA 6400 Command View EVA Unlim LTU Supp	\$ 17,326.40	\$ 17,326.40
1	HA110A5 9DP	EVA 6400 Array Support	\$ 3,854.50	\$ 3,854.50
4	HA110A5 9DS	EVA M6412A FC Drive Enclosure Support	\$ 984.10	\$ 3,936.40
1	HA113A1	HP Installation Service	\$ -	\$ -

11/6/2009

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Page 1

40	HA113A1 5FL	EVA Disk Drive Installation	\$ 35.00	\$ 1,400.00
4	HA113A1 5NE	EVA Enclosure HW Installation	\$ 612.50	\$ 2,450.00

HP List Price:	\$ 210,147.00
Standard HP WSCA Price:	\$ 139,464.30
STA Negotiated HP WSCA Price:	\$ 88,486.16
CA Sales Tax (8.75%):	\$ 6,855.44
Total:	\$ 95,341.60

Notes:

- * Price includes HP Installation.
- * Price includes STA Implementation Services and Data Migration Services.
- * Price includes Freight.
- * Quote is valid until November 27, 2009.



MAPPING BUSINESS STRATEGIES TO TECHNOLOGY



Headquarters: 3002 Dow Avenue, Suite 128, Tustin, CA 92780

Mike Jarett, Direct (805) 241-1808, Cell (818) 389-7533, mike.jarett@staweb.com

WSCA III Ordering Information

The prices quoted from Systems Technology Associates (STA) that reference the WSCA (Western States Contracting Alliance) III contract number B27164 should be ordered in the following manner:

The customer may place the order directly with Systems Technology Associates and should include any quotations that are provided and should list STA and our HP Outlet ID (0316410004) on their PO to STA.

To ensure the accurate and timely processing of your order, please verify that your purchase order includes the following information:

- STA's HP Outlet ID – 0316410004,
- Contact name, phone number, and email address,
- Bill-to address,
- Ship-to address,
- Purchase order number,
- Part number, description, and price,
- Contract # and name
- Special delivery requirements
- Requested delivery date
- Signature of authorized purchaser

11/6/2009

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Page 3

FAX Your PO to:

STA Orders - (714) 734-1343

Tax-Exempt Certificate Requirements

All tax-exempt accounts should have a tax-exempt certificate on file with Hewlett-Packard to avoid having sales tax added to their invoice. This certificate needs to be provided only once. If you are ordering for the first time, please include with your order or account application.

Systems Technology Associates

HP Outlet ID: 0316410004

Regards,

Mike Jarett - Account Manager
Systems Technology Associates
(805) 241-1808 Office
(818) 389-7533 Cell

11/6/2009

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Page 4

EMC ACADEMIC ALLIANCE PROGRAM AGREEMENT

EMC Corporation, a Massachusetts corporation with a principal place of business at 176 South Street, Hopkinton, MA 01748 ("EMC"), and Orange Coast College with a principal place of business at 2701 Fairview Road, Costa Mesa, CA 92626 ("Licensee") enter into this EMC Academic Alliance Program Agreement ("Agreement") as of the date of last signature below ("Effective Date"). This Agreement shall govern Licensee's use and provision of EMC Courses (as defined below) and materials.

ACCORDINGLY, in consideration of the promises and obligations contained herein, it is agreed as follows:

1. DEFINITIONS

1.1 "EMC Course" means the individual courses specified in the Program Guide that Licensee is separately authorized in writing by EMC to teach under the terms of this Agreement.

1.2 "EMC Teaching/Learning Aids" means the teaching/learning aids, training, evaluation and other materials that EMC makes available to Licensee in electronic or hard copy formats to be used by Licensee in providing the Services.

1.3 "Qualified Faculty" means an individual(s) employed by or under written agreement with Licensee who has successfully completed the qualifications requirements stated in this Agreement and the Program Guide.

1.4 "Program" means the EMC Academic Alliance program.

1.5 "Program Guide" means EMC's then-current policies and guidelines with respect to the Program made available by EMC in hard copy or electronically.

1.6 "Term" has the meaning specified in Section 11.1 of this Agreement.

1.7 "Services" means Licensee's delivery of the EMC Courses to Students.

1.8 "Student" means any individual enrolled in an EMC Course as part of a structured set of courses that will result in a degree from Licensee.

1.9 "Logo" means the EMC logo designated by EMC, as updated from time to time, which can be accessed by Licensee at EMC's website which is currently located at <http://powerlink.emc.com>.

2. PROGRAM REQUIREMENTS

2.1 **Abide by Program Guide.** Licensee shall comply with EMC's then current Program Guide currently located at <http://education.emc.com/academicalliance>. EMC reserves the right to modify the Program Guide from time to time by posting the same at the EMC website. In the event of a discrepancy between this Agreement and the Program Guide, the terms of this Agreement shall prevail.

2.2 **No Recording.** Licensee shall neither permit nor engage in the recording (video, or like) of any portion of any Services without the prior written consent of EMC provided; however, that Licensee shall have the

limited right to make recordings of the Services on Licensee's secure lecture capture system for the limited purpose of making such recordings available only to registered Students while such Students are enrolled in the applicable EMC Course. Licensee shall not use the recordings for any purpose other than those stated in this Section 2.2. EMC retains all rights, title and interest in and to such recordings (video or the like) authorized by EMC pursuant to this Section 2.2. EMC shall have the right, in its sole discretion, to immediately terminate Licensee's right to make recordings of the Services as described in this Section 2.2 in the event that Licensee breaches any of the terms and conditions of this Agreement.

2.3 **Registration.** Licensee will complete the EMC registration form(s) currently located at <http://education.emc.com/academicalliance> (or as otherwise provided by EMC) and return the completed forms to EMC as a prerequisite to participation in the Program. Licensee shall complete and submit updated registration form(s) on a periodic basis as reasonably requested by EMC during the Term of this Agreement.

3. LICENSE GRANTS

Subject to the terms and conditions set forth in this Agreement, EMC hereby appoints Licensee, and Licensee hereby accepts such appointment, as a Program participant as of the Effective Date.

3.1 **Logo.** Licensee may use the Logo in accordance with the terms and conditions specified in Exhibit A (Logo License Exhibit).

3.2 **EMC Courses and EMC Teaching/Learning Aids.** Subject to the terms of this Agreement, EMC hereby grants to Licensee a limited, personal, non-exclusive, non-transferable, non-sublicensable license during the Term to: (i) deliver EMC Courses to Students on a no-fee basis; (ii) reproduce a reasonable number of copies of the EMC Teaching/Learning Aids for use in providing Services; and (iii) display and distribute the EMC Teaching/Learning Aids to Students taking the EMC Course.

3.3 **EMC Website.** EMC maintains, from time to time, a website, currently located at <http://education.emc.com/academicalliance>, which contains information (as defined below) pertaining to the Program. Subject to the terms of this Agreement, EMC hereby grants to Licensee a limited, personal,

non-exclusive, non-transferable, non-sublicensable license during the Term to access such site and to use the Information solely in accordance with the provisions of Section 3.4. All Information shall remain the property of EMC. As used herein, "Information" means all information contained on the EMC website and/or such other website as EMC may designate from time to time.

3.4 Restrictions and Ownership. Except as expressly stated herein, no other grant of right or license to use, under any patent, copyright or any other intellectual property rights is made from EMC to Licensee under this Agreement. Licensee shall not use any documents, software, EMC Teaching/Learning Aids, Information, or other materials provided by EMC under the Program for any purpose other than those stated in this Agreement. EMC shall remain the owner of the EMC Courses, EMC Teaching/Learning Aids, Program Guide, Information, including any updates to the foregoing, and the Logo. Licensee shall retain EMC's copyright and other proprietary notices on all copies of the EMC Teaching/Learning Aids, Information, Program Guide and all other EMC furnished documents and materials that it makes. Except for the translations permitted under Section 4.3 ("Translation"), Licensee shall not modify or create derivative works of the EMC Courses, the EMC Teaching/Learning Aids or the Program Guide and shall not facilitate or allow others to do so. Any modifications or derivative works created in violation of the foregoing shall belong to EMC. EMC shall own all translations of EMC Courses, EMC Teaching/Learning Aids and Program Guide created by Licensee and all copies, recordings and videos permitted pursuant to Section 2.2 of this Agreement. Notwithstanding the foregoing, Licensee may supplement the EMC Teaching/Learning Aids, and Licensee shall retain all rights in any supplemental materials that it provides.

4. LICENSEE RESPONSIBILITIES

4.1 EMC Courses and Reporting. Licensee shall be responsible for the following with respect to the EMC Courses:

- (i) Licensee will teach at least one (1) EMC Course in its entirety to Students on a standalone basis no less than once in every twenty-four (24) month period during the Term. After Licensee satisfies the requirement in the preceding sentence, Licensee can use portions of the applicable EMC Course and associated EMC Teaching/Learning Aids in Licensee's other courses subject to and in accordance with the terms and conditions of this Agreement;
- (ii) From time to time, EMC will provide updated EMC Teaching/Learning Aids on a website to be provided by EMC which is currently located at <http://education.emc.com/academicalliance>. Licensee agrees that it shall periodically check the website for updated EMC Teaching/Learning Aids. Licensee shall update the EMC Teaching/Learning Aids and EMC Courses as specified by EMC from time to time;

(iii) Licensee shall deliver the EMC Courses to the quality standards and in accordance with all other requirements stated in this Agreement and the Program Guide;

(iv) EMC Teaching/Learning Aids will only be used as part of a structured syllabus leading to two-year or four-year undergraduate or post-graduate academic credit. EMC Teaching/Learning Aids will not be used for teaching adult education, continuing education, corporate extension or business training classes or any other activity; and

(v) Licensee agrees to provide EMC with periodic reports as described in the Program Guide concerning Licensee's participation in the Program and Licensee's compliance with the terms and conditions specified in this Agreement and the Program Guide. Such reports may include, but are not limited to, providing EMC the name of Licensee's class(es) and the number of students enrolled in each class.

4.2 Qualified Faculty. Licensee agrees that:

(i) it shall have at least one (1) Qualified Faculty member on staff to teach each EMC Course at all time throughout the Term. EMC is not, in any event, responsible for providing instructors to Licensee in connection with the EMC Courses or the Program;

(ii) it shall only use Qualified Faculty members to deliver EMC Courses and shall not allow anyone who has not successfully completed EMC's qualification process described in the Program Guide to teach EMC Courses;

(iii) it shall ensure that each Qualified Faculty member meets the prerequisites defined in the Program Guide which includes, without limitation, participating in the EMC instructor preparation program prior to any Qualified Faculty member's initial class delivery. Licensee shall pay all expenses that such Qualified Faculty members incur related to the qualification prerequisites and training described in this Agreement and the Program Guide, including without limitation, transportation, lodging, and meals; and

(iv) it shall be solely responsible for fulfilling the terms of any agreement between Licensee and its Qualified Faculty members, and EMC shall not be obligated to perform, or be deemed liable for Licensee's nonperformance of, any of Licensee's obligations thereunder.

4.3 Translation. Subject to the license rights and other terms of this Agreement, Licensee may translate into local language the EMC Teaching/Learning Aids if they are not provided in local language by EMC. All translations are subject to EMC review and approval.

5. EMC RESPONSIBILITIES

5.1 EMC Website. EMC will give Licensee's designated representative access to a restricted website and Licensee shall be responsible for downloading the EMC Teaching/Learning Aids for the EMC Courses which Licensee is authorized to teach. EMC will maintain the EMC Teaching/Learning Aids and website. EMC reserves the right to modify the EMC Teaching/Learning Aids

from time to time by posting the same at the EMC website.

5.2 Qualified Faculty Readiness Program. EMC will make available a "readiness" program to Qualified Faculty members as described in the Program Guide.

5.3 Program Support. EMC will administer and support the Program and will provide Licensee with the Program Guide and other applicable information regarding the Program.

6. FEES AND TAXES

6.1 Program Fees. Licensee shall pay EMC the non-refundable Program fees identified in Exhibit B (Program Fees). All payments under this Agreement are due and payable within thirty (30) days of the date of EMC's invoice. Licensee shall be solely responsible for all travel and other expenses that Licensee and Qualified Faculty incur in connection with this Agreement.

6.2 Taxes. All amounts are exclusive of value added tax and/or sales and goods tax and of all sales, use property, excise and like taxes, import duties and/or other applicable levies. Any tax EMC may be required to collect or pay based upon the sale, use, licensing or delivery of the EMC Course, EMC Teaching/Learning Aids or any other EMC deliverable, material or service provided under this Agreement shall be paid by Licensee to EMC upon invoice. Payments to EMC shall be made without deduction for taxes, imports, customs, levies or other withholding tax ("Tax") or shall be grossed up to provide EMC the same amount after such Tax as it would have received without the imposition of such Tax, together with tax receipts or similar evidence of payment by payor.

7. REPRESENTATIONS AND WARRANTIES

7.1 Service Performance. Licensee warrants that it shall perform the Services under this Agreement in a good and workmanlike manner, striving at all times to achieve the highest standards of Student satisfaction and professional business practices.

7.2 Eligibility. Licensee warrants that Students and Qualified Faculty members will be eligible to receive US goods and technology under current US export regulations.

7.3 WARRANTY DISCLAIMER. EMC COURSES, EMC TEACHING/LEARNING AIDS, AND ANY SERVICES, MATERIALS AND/OR INTELLECTUAL PROPERTY RIGHTS PROVIDED OR LICENSED BY EMC OR ITS SUPPLIERS IN CONNECTION WITH THIS AGREEMENT ARE MADE AVAILABLE ON AN "AS IS" BASIS. EMC (AND ITS SUPPLIERS) MAKES NO EXPRESS OR IMPLIED WARRANTIES, WHETHER WRITTEN OR ORAL, WITH REGARD TO THE EMC COURSES, EMC TEACHING/LEARNING AIDS AND ANY EMC SERVICES, MATERIALS AND/OR INTELLECTUAL PROPERTY RIGHTS PROVIDED OR

LICENSED BY EMC OR ITS SUPPLIERS IN CONNECTION WITH THIS AGREEMENT, AND ALL OTHER WARRANTIES OF EVERY TYPE AND NATURE ARE HEREBY SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. LICENSEE ASSUMES SOLE AND COMPLETE RESPONSIBILITY AND RISK FOR USE OF THE EMC COURSE, EMC TEACHING/LEARNING AIDS AND ANY SERVICES, MATERIALS AND/OR INTELLECTUAL PROPERTY RIGHTS PROVIDED OR LICENSED BY EMC IN CONNECTION WITH THIS AGREEMENT.

8. INDEMNITY

8.1 EMC Intellectual Property Indemnity. EMC shall defend Licensee against any third party claim that the EMC Teaching/Learning Aids infringes a patent or copyright enforceable in a country that is a signatory to the Berne Convention, and pay the resulting costs and damages finally awarded against Licensee by a court of competent jurisdiction; provided, that Licensee (i) notifies EMC promptly in writing of such claim or threat thereof; (ii) grants EMC sole control over the defense and settlement thereof; (iii) reasonably cooperates in response to an EMC request for assistance; and (iv) is not in material breach of this Agreement. Should any EMC Teaching/Learning Aids become, or in EMC's opinion be likely to become, the subject of such a claim, EMC shall, at its option and expense, (a) procure for Licensee the right to make continued use thereof; (b) replace or modify such so that it becomes non-infringing; or (c) request return of the EMC Teaching/Leaning Aids. If the foregoing alternatives are not reasonably available, EMC may immediately terminate its obligations (and Licensee's rights) under this Agreement, without liability, with regard to such EMC Teaching/Leaning Aids. EMC shall have no obligation to defend Licensee or pay any costs, expenses, damages or attorneys' fees and EMC shall have no liability if the alleged infringement arises out of or relates to (1) use or combination of the EMC Teaching/Learning Aids with non-EMC products, services or other materials; (2) use of any EMC Teaching/Learning Aids in a manner other than as authorized by the Program Guide or this Agreement; (3) use of any older version(s) of the EMC Teaching/Leaning Aids when use of a newer EMC revision would have avoided the infringement; (4) any modification made by any person other than EMC or its authorized representatives; (5) any modifications made by EMC pursuant to Licensee's specific instructions; or (6) any intellectual property

right owned or licensed by Licensee. SECTION 8.1 STATES THE ENTIRE LIABILITY OF EMC AND ITS SUPPLIERS, AND THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE, WITH RESPECT TO THIRD PARTY INFRINGEMENT CLAIMS. THE FOREGOING IS GIVEN TO LICENSEE SOLELY FOR ITS BENEFIT.

8.2 Licensee Indemnity. Licensee agrees to indemnify, defend and hold harmless EMC from any and all damages, liabilities, cost and expenses (including reasonable attorneys' fees) incurred by EMC as a result of any third party claim, action, proceeding or judgment (each a "General Claim") against EMC arising out, resulting from or related to (i) use of any EMC Course, EMC Teaching/Learning Aids or Logo in a manner other than as authorized by this Agreement, (ii) any representations to third parties beyond the scope of this Agreement, (iii) Licensee breach of this Section 12.1, and (iv) negligence or willful conduct by Licensee, Qualified Facility, its employees, contractors, partners or agents in connection with performance of Licensee's obligations under this Agreement, except to the extent that any such General Claim is attributable solely to the negligence or willful act(s) of EMC, its officers, employees, or agents. If EMC receives notice of any General Claim, EMC will promptly notify Licensee in writing of such General Claim and will permit Licensee to take control of the defense or settlement of any such General Claim; provided, that EMC shall be entitled to be represented by counsel of its own choosing, at its own expense, and participate in the defense, settlement or negotiation of any such General Claim.

9. LIMITATION ON LIABILITY

9.1 Limitation on Direct Damages. EXCEPT WITH RESPECT TO CLAIMS ARISING UNDER 8.1 (EMC INTELLECTUAL PROPERTY INDEMNITY), EMC'S AND ITS SUPPLIER'S TOTAL LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, CLAIMS UNDER CONTRACT, WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EMC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (US\$50,000).

9.2 No Consequential Damages. EXCEPT WITH RESPECT TO CLAIMS ARISING IN CONNECTION WITH LICENSEE'S BREACH OR VIOLATION OF SECTION 3 (LICENSE GRANT), CLAIMS ARISING UNDER SECTION 8 (INDEMNITY) AND ANY VIOLATION OF EMC'S INTELLECTUAL PROPERTY RIGHTS, NEITHER LICENSEE NOR EMC (INCLUDING

EMC SUPPLIERS) SHALL (a) HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (b) BRING ANY CLAIM BASED ON THIS AGREEMENT WHICH IS MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

10. CONFIDENTIALITY

10.1 Confidentiality. "Confidential Information" means any information which (i) is disclosed in written form and marked as "confidential" or "proprietary" or the like; or (ii) is disclosed orally and is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form. Confidential Information does not include information that is (a) is generally known to the public on the Effective Date; (b) becomes generally known after the Effective Date other than as a result of an act or omission of the receiving party; (c) is rightfully known to the receiving party prior to its receipt thereof from the disclosing party; (iv) is or was disclosed by the disclosing party generally without restriction on disclosure; (d) is received by the receiving party lawfully from a third party without breach of any obligation of confidentiality or trust; or (e) is independently developed by the receiving party without use of the disclosing party's Confidential Information. Each party shall treat the Confidential Information received under this Agreement as they treat their own Confidential Information of like importance but shall not use less than reasonable care to protect the other party's Confidential Information. The receiving party shall only disclose the Confidential Information of the disclosing party to its employees, consultants, attorneys and accountants under nondisclosure terms consistent with this Agreement for use by such individuals in carrying out the obligations or exercising the rights of the receiving party under this Agreement. Other than as described in the foregoing sentence, receiving party shall not use, copy or disclose the disclosing party's Confidential Information. The receiving party shall protect Confidential Information of the disclosing party for three (3) years after the termination of this Agreement. Notwithstanding the foregoing, Confidential Information that constitutes, contains or reveals, in whole or in part, EMC Course(s), EMC Teaching/Learning Aids, Information or other EMC intellectual property shall remain confidential until one of the exceptions in (a) - (e) above applies. Receiving party does not violate its obligations under Section 10.1 if it provides Confidential Information in response to a court order or other governmental body or is otherwise required to do so by operation of law;

provided, however, that the receiving party notifies the disclosing party as soon as possible after learning of the disclosure obligation and shall cooperate with the disclosing party, at the disclosing party's expense, in seeking to limit or prevent such disclosure.

11. TERM AND TERMINATION

11.1 Term. The initial term of this Agreement shall be two years from the Effective Date, unless earlier terminated in accordance with the terms and conditions specified in this Section 11 ("Term"). The Agreement may be renewed beyond the initial term upon by the mutual written agreement of the parties.

11.2 Termination for Convenience. Either party may terminate this Agreement for convenience, with or without cause, by providing the other party with written notice of termination at least ninety (90) days prior to the termination date specified in the notice.

11.3 Termination for Cause. If either party materially breaches the terms of this Agreement, the non-breaching party may notify the breaching party, specifying the nature of the breach in reasonable detail. The breaching party shall have thirty (30) days to cure the breach. If the breaching party does not cure the breach to the reasonable satisfaction of the non-breaching party, then the non-breaching party may terminate the Agreement by providing further written notice of termination, and the termination shall be effective upon receipt. The Logo License specified in Exhibit A hereto will automatically terminate without the necessity of notice in the event if this Agreement terminates. This Agreement will terminate immediately and without the necessity of notice in the event (a) Licensee breaches Section 10 ("Confidentiality"), (b) Licensee violates EMC's proprietary rights; (c) upon the bankruptcy, insolvency or similar finding by or against Licensee, (d) EMC determines, in its sole discretion, that the rights and licenses granted pursuant to this Agreement may subject EMC or any other party to legal liability or may jeopardize or EMC's rights, or (e) EMC is prohibited by applicable law from executing or performing the rights and obligations specified herein. EMC reserves the right to terminate the Agreement for cause if there are no Student enrollments in any EMC Course for four (4) consecutive semesters or if Licensee fails to teach the minimum number of EMC Courses with the minimum number of Students specified in the Program Guide.

11.4 Effects of Termination or Expiration. All rights granted under this Agreement shall terminate immediately on the effective date of termination or expiration of this Agreement. Notwithstanding the foregoing, termination or expiration shall not affect the pre-termination/pre-expiration obligations, such as payment, of either party. Outstanding amounts due shall become immediately due and payable. Within thirty (30) days after termination or expiration, each party shall destroy or return to the other any Confidential Information belonging to the other party, and Licensee shall return to EMC all EMC

Teaching/Learning Aids, Program information, Program Guide documents, and any other materials, including all copies thereof, whether in hard copy, electronic format or any other form or media, including, without limitation, all recordings, videos or the like permitted pursuant to Section 2.2 of this Agreement.

11.5 Survival. Any provision that by its nature or context is intended to survive any termination or expiration shall so survive, including without limitation Sections 1 (Definitions), 3.4 (Restrictions and Ownership), 6.1 (Program Fees), 6.2 (Taxes), 7.3 (Warranty Disclaimer), 8.2 (Licensee Indemnity), 9.1 (Limitation on Direct Damages), 9.2 (No Consequential Damages), 10.1 (Confidentiality) 11.4 (Effects of Termination or Expiration), 11.5 (Survival) and 12 (General).

12. GENERAL

12.1 Export. The EMC Courses, EMC Teaching/Learning Aids, products, services and technologies provided under this Agreement are subject to governmental restrictions on exports from the U.S.; restrictions on exports from other countries in which such EMC Courses, EMC Teaching/Learning Aids, products, services and technologies may be produced or located; disclosures of technologies to foreign persons; exports from abroad of derivative products thereof; and the importation and/or use of such EMC Courses, EMC Teaching/Learning Aids, products, services and technologies outside of the United States or other countries (collectively, "Export Laws"). Licensee shall comply with all Export Laws and EMC export policies to the extent such policies are made available to Licensee by EMC. Diversion contrary to U.S. law is expressly prohibited.

12.2 Publicity. The Licensee grants EMC the right to use and display the Licensee's name in any EMC list of Academic Alliance members. Other than the foregoing, neither EMC nor Licensee will make or release any press release or other public announcement with respect to the parties' arrangement or this Agreement without the prior written consent of the other party.

12.3 Notices. Any notices required or permitted by this Agreement shall be in writing and shall be delivered to the addresses below (or such other address as either EMC or Licensee may designate in writing for this purpose). All notices will be deemed effective upon receipt.

TO EMC:

EMC Corporation
Attn: Office of the General Counsel
176 South Street
Hopkinton, MA 01748
Fax for legal notices: 508.293.7780
Email for legal notices: legalnotices@emc.com

TO LICENSEE:

Attn: _____

Address: _____

Facsimile No.: _____

Email for legal notices: _____

12.4 Assignment. Licensee may not assign its rights or delegate its duties under this Agreement or assign this Agreement to a third party without the express written consent of EMC, which shall not be unreasonably withheld. Any purported assignment of this Agreement in violation of this Section shall be null and void.

12.5 Waiver and Amendments. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of that party's rights or the provision, nor shall it be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. This Agreement may only be amended in a subsequently-dated writing signed by authorized representatives of the parties.

12.6 Severability. If any provision of this Agreement is determined to be unenforceable or invalid under applicable law or be so held by applicable court decision, then such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, the invalid or unenforceable provision shall be removed and the remaining provisions shall be enforced.

12.7 Controlling Law. This Agreement (excluding Exhibit A) shall be governed and construed according to the laws of the State of California without regard to any conflict of laws provisions; provided, however, that Exhibit A (Logo License Exhibit) shall be governed and construed according to the laws of the Commonwealth of Massachusetts without regard to any conflict of laws provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not be applied to this Agreement.

12.8 Independent Contractors. The relationship of the parties under this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, employment or agency relationship. Neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party.

12.9 Force Majeure. Except for the payment of money, neither party shall be liable under this Agreement because of a failure or delay in performing its obligations hereunder on account of strikes, riots, insurrection, fires, floods, earthquakes, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.

12.10 Equitable Relief. Nothing in this Agreement shall limit EMC's right to seek immediate injunctive or other equitable relief whenever the facts or

circumstances would permit EMC to seek such relief in a court of competent jurisdiction.

12.11 Headings. The headings in this Agreement are included for the convenience of the parties and shall not be used to construe or interpret the Agreement.

12.12 Audit. EMC shall have the right to audit Licensee's usage and delivery of the EMC Course and/or EMC Teaching/Learning Aids at any time to confirm compliance with the obligations described in this Agreement and the Program Guide. Such audit is subject to reasonable advance notice by EMC. Licensee shall reasonably cooperate with any EMC audit and shall provide EMC with the support required to perform such audit. If EMC notifies Licensee of any deficiencies, then Licensee shall, within thirty (30) days of receipt of such notice, correct the deficiencies and certify in writing to EMC that it has done so.

12.13 Nonexclusive Arrangement. Licensee's appointment is only for the Term of this Agreement, is non-exclusive, and does not constitute a grant of any specific, exclusive territory, geographical area, or particular market to Licensee. EMC reserves the right to appoint other licensees under the Program, and to directly provide to anyone at any time educational services or training programs on such terms and conditions as EMC may determine.

~~**12.14 No Third Party Beneficiaries.**~~ No provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than EMC and Licensee any rights, remedies or other benefits under or by reason of this Agreement.

12.15 Entire Agreement. This Agreement and all attached Exhibits state the complete agreement of the parties regarding the subject matter herein. It supersedes all prior or contemporaneous proposals, agreements or other communications between the parties, oral or written, regarding the subject matter. In the event of any conflicting term or condition between this Agreement and any other document relating to the Program, this Agreement shall prevail. As of the Effective Date, the following Exhibits are attached and incorporated into the Agreement:

Exhibit A – Logo License Exhibit

Exhibit B – Program Fees

IN WITNESS WHEREOF, EMC and Licensee have signed this Agreement on the respective dates set forth below.

Orange Coast College
("Licensee")

By: _____

Name (Print): _____

Title: _____

Date: _____

EMC Corporation
("EMC")

By: _____

Name (Print): Thomas P. Clancy

Title: VP Education Services

Date: _____

EXHIBIT A
Logo License Exhibit

This Logo License Exhibit ("**Logo License**") is hereby attached to and made part of the EMC Academic Alliance Program Agreement ("**Agreement**") between EMC and Licensee. This Logo License sets forth the terms and conditions under which EMC issues a trademark license to Licensee to use the EMC Logo as more specifically set forth below.

WHEREAS, EMC owns all right, title and interest in the Logo.

WHEREAS, Licensee has been given non-exclusive right to provide training using content provided by EMC pursuant to the Agreement.

WHEREAS, Licensee wishes to obtain a trademark license from EMC to use such Logo in connection with Licensee's promotion and delivery of such training in accordance with the terms and conditions set forth in this Logo License.

WHEREAS, EMC is willing to permit Licensee to use such Logo under the terms and conditions set forth in this Logo License.

The parties hereby agree as follows:

1.0 **DEFINITIONS**

All capitalized terms used by not defined herein shall have the meaning ascribed to such terms in the Agreement. As used herein:

1.1 "Territory" means worldwide.

2.0 **LICENSE GRANT**

2.1 Subject to and expressly conditioned upon compliance with the terms and conditions of this Logo License, EMC hereby grants to Licensee a nonexclusive, nontransferable, royalty-free, personal right to use the Logo solely in connection with Licensee's promotion and delivery of EMC Courses in the Territory and only in strict accordance with the current version of the EMC Program Graphic Standards (including usage guidelines), which are currently located at URL: <http://powerlink.emc.com>. EMC reserves the right to modify these standards and guidelines from time to time by posting the same at such website.

2.2 Licensee may not use or reproduce the Logo in any manner whatsoever other than as expressly permitted under this Logo License.

2.3 EMC may eliminate any country or jurisdiction from the Territory if EMC reasonably determines that use or continued use of the Logo may subject EMC or any other party to legal liability or may jeopardize or impair EMC's rights in the Logo. Upon written notice from EMC, Licensee shall cease all use of the Logo in any such jurisdiction.

2.4 EMC reserves the right to amend the Logo or to replace it with a different logo. Upon notice from EMC, Licensee shall cease use of the Logo as quickly as reasonably possible.

2.5 Licensee agrees and acknowledges that EMC retains all right, title and interest in and to the Logo. Except as explicitly granted in this Logo License, Licensee shall not have any rights in the Logo. Under no circumstances

will anything in this License be construed as granting, by implication, estoppel or otherwise, a license to any EMC technology or proprietary right.

2.6 Licensee shall not (a) challenge EMC's ownership or use of the Logo; (b) attempt to register any portion of the Logo or any constituent elements; (c) remove, alter or add to the Logo; or (d) incorporate the Logo or any other EMC trademark into Licensee's product names, service names, company names, domain names, or any other similar designations. Licensee's use of the Logo inures to the sole benefit of EMC.

2.7 If, at any time, Licensee acquires any rights in, or trademark registrations or applications for the Logo or any of the EMC trademarks by operation of law or otherwise, Licensee will immediately and at no expense to EMC assign such rights, registration or applications to EMC, along with any and all associated goodwill.

2.8 Licensee shall indemnify EMC from and against all loss, cost, damage or expense resulting from Licensee's use of the Logo in violation of this Logo License, excluding only losses resulting from a claim of infringement that is covered by EMC's obligations pursuant to Section 6.0 below.

3.0 **QUALITY, INSPECTION AND APPROVAL**

3.1 It is the intent of EMC to periodically audit Licensee to verify that Licensee is in compliance with the then current EMC Program Graphic Standards (including usage guidelines) and this Logo License. EMC shall provide advance notice of an audit for the Logo ("Program Audit"). EMC may conduct such Program Audit itself or may appoint a third party to conduct the Program Audit. EMC shall pay the cost of the Program Audit. Licensee shall provide all reasonable assistance necessary for EMC or its designee to perform the Program Audit. EMC or its designee shall maintain the

confidentiality of any proprietary information so designated by Licensee and disclosed by Licensee or discovered during the course of the Program Audit, with the exception of any information directly related to reporting the results of the Program Audit to EMC. If following such audit, EMC determines in its sole discretion that Licensee has not met any requirement of this Logo License, EMC shall notify Licensee of the noncompliance and Licensee shall immediately cease using the Logo until it remedied the situation, which EMC shall determine in its sole discretion.

3.2 At EMC's request, Licensee shall promptly supply EMC with suitable specimens of Licensee's use of the Logo.

4.0 IDENTIFICATION AND USE

4.1 Licensee must use the Logo only in the exact form of approved camera-ready or electronic artwork received from EMC.

4.2 Licensee shall not (i) use the Logo in a manner that derogates EMC's reputation or EMC's rights in the Logo; and (ii) take any action that will interfere with or diminish EMC's rights therein at any time.

5.0 WARRANTIES AND DAMAGES

5.1 **EMC MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE LOGO OR ANY INTELLECTUAL PROPERTY RIGHT LICENSED UNDER THIS LOGO LICENSE, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY, OR WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, OR PERFORMANCE, OR USAGE OF TRADE, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS LOGO LICENSE.**

5.2 **IN NO EVENT SHALL EMC BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR BUSINESS PROFITS) ARISING FROM OR RELATED TO LICENSEE'S USE OF THE LOGO OR TERMINATION OF THIS LOGO LICENSE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, OR STRICT LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EMC BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S**

USE OF THE LOGO IN VIOLATION OF THE TERMS OF THIS LOGO LICENSE.

6.0 INFRINGEMENT

6.1 Licensee shall promptly notify EMC of any suspected infringement or challenge to the Logo or any of its constituent elements.

6.2 EMC shall, at EMC's expense, defend Licensee against any third party claim made against Licensee that the Logo infringes any trademark rights enforceable in a country that is a signatory to the Berne Convention, and pay the resulting costs and damages awarded against Licensee by a court of competent jurisdiction, provided Licensee (i) notifies EMC promptly in writing of such claim, (ii) grants EMC sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to an EMC request for assistance. Should the Logo become, or in EMC's opinion be likely to become the subject of such a claim, EMC shall, at its option and expense, (a) procure for Licensee the right to continue use the Logo; (b) replace or modify the Logo to make it non-infringing, and in which case Licensee shall cease use of the earlier version of the Logo; or (c) terminate this Logo License. EMC shall not have any liability for any intellectual property claim based on Licensee's use of the Logo after EMC's notice to Licensee that Licensee shall cease use of the Logo.

6.3 THIS SECTION 6.0 STATES THE ENTIRE LIABILITY OF EMC AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ALLEGED INFRINGEMENT OF THE LOGO OR ANY OTHER INTELLECTUAL PROPERTY RIGHT.

7.0 TERM AND TERMINATION

7.1 This Logo License shall commence upon the Effective Date and, unless terminated in the manner set forth below, shall remain in effect for as long as the Agreement remains in effect. If the Agreement is terminated for any reason, then this Logo License shall automatically terminate.

7.2 This Logo License may be terminated under the following conditions: (i) by either party effective thirty (30) calendar days after notice of termination to the other party for breach of any provision of this Logo License if such breach has not been cured within such thirty (30) day period, or immediately if no cure is possible; (ii) by EMC immediately upon notice to Licensee if Licensee has misrepresented itself or its capabilities in its application(s) for participation in the Program, or if at any time the information set forth in Licensee's

application or registration materially overstates the level or character of Licensee's then current academic operations; (iii) by EMC immediately upon notice to Licensee if Licensee breaches Section 4.2 of this Logo License; (iv) by EMC immediately and automatically without notice of any kind from EMC in the event Licensee, without the prior written consent of EMC, (a) merges, is acquired or otherwise undergoes a change in control; or (b) attempts to assign any of its rights or delegate any of its obligations hereunder (any action violating the foregoing restriction on assignment or delegation shall be void); and (v) by either party for convenience upon sixty (60) days' written notice to the other party.

7.3 From and after termination or expiration of this Logo License, Licensee shall immediately cease and desist from all use of the Logo.

7.4 Rights and obligations under this Logo License which by their nature should survive, including, but not limited to, all rights and obligations in Sections 2.5 - 2.7, 4.0, 5.0, 7.3, 7.4 and 8.0 will remain in effect after termination or expiration hereof.

8.0 GENERAL

8.1 The parties hereby incorporate by reference the provisions of the Agreement contained in Sections 12.1, 12.3 through 12.11, 12.13, 12.14 and 12.15 as if fully stated herein.

EXHIBIT B
Program Fees

This Program Fee Exhibit is hereby attached to and made part of the EMC Academic Alliance Program Agreement ("Agreement") between EMC and Licensee. This Exhibit sets forth the non-refundable Program Fee that Licensee shall pay to EMC in return for the rights granted in the Agreement. All capitalized terms used by not defined herein shall have the meaning ascribed to such terms in the Agreement. EMC and Licensee agree as follows:

Licensee shall pay to EMC the following non-refundable Program fee in return for the rights granted herein.

Program Fee: \$0



MEMORANDUM OF UNDERSTANDING

BETWEEN

HURLEY INTERNATIONAL, LLC

And

COAST COMMUNITY COLLEGE DISTRICT
(Orange Coast College)

Hurley International, LLC ("Hurley") is the sponsor for the Alex Grey exhibition at the Coast Community College District/Orange Coast College ("OCC") Frank M. Doyle Arts Pavilion. As part of that exhibition sponsorship, Hurley has assisted OCC in creating a gallery store as a fundraising mechanism for the Arts Pavilion. Hurley has also produced t-shirts with the art of Alex Grey featured on them and authorizes the OCC Frank M. Doyle gallery store to take Hurley merchandise (clothing apparel) on consignment with no up-front costs from OCC, for OCC to sell these items at the gallery store.

All Hurley merchandise will be sold only at the OCC Frank M. Doyle gallery store. Hurley will be paid a specified wholesale value for each item sold (ranging between 45% to 55% of the retail sale price), payable net 30, after sales reconciliation has been completed. The Hurley merchandise will be replenished to fulfill the demands of the gallery as needed.

This Memorandum of Understanding shall commence on November 14, 2009 and shall terminate on January 30, 2011. Hurley and OCC may agree in writing to modify the term of this Memorandum of Understanding, subject to the approval by their respective institutions.

All Hurley merchandise provided to OCC is owned by Hurley and any unsold merchandise held by OCC shall be returned to Hurley upon request. OCC will only feature Hurley merchandise acquired from directly from Hurley.

OCC is not prohibited from selling other products and merchandise other than Hurley merchandise in the gallery store and elsewhere on campus. All the appropriate care will be given to Hurley merchandise while being featured in the gallery store. OCC shall be responsible to pay the wholesale price of the merchandise (as if it has been sold) if any Hurley merchandise is stolen or damaged while in the gallery store.

Hurley International, LLC and the Coast Community College District (Orange Coast College) agree to the foregoing Memorandum of Understanding, and have indicated this acceptance thereof by their signatures below.

HURLEY INTERNATIONAL, LLC
(Orange Coast College)

COAST COMMUNITY COLLEGE DISTRICT

Authorized Signature

President, Board of Trustees

Date: _____

Date: _____



COAST COMMUNITY COLLEGE DISTRICT

STANDARD AGREEMENT FOR USE OF WEAPONS FIRING FACILITY

THIS STANDARD AGREEMENT FOR USE OF WEAPONS FIRING FACILITY ("AGREEMENT") between THE COAST COMMUNITY COLLEGE DISTRICT (GOLDEN WEST COLLEGE - hereinafter "GWC"), a California public educational agency, and _____ (hereinafter "FACILITY"). GWC and FACILITY may sometimes be referred to herein individually as "Party," and collectively as "Parties."

RECITALS

WHEREAS, GWC desires a convenient and suitable shooting range for the qualification and training of Golden West College Criminal Justice Training Center recruits, students, staff, and officers;

WHEREAS, FACILITY is a duly licensed and insured weapons firing range/facility, which will meet the requirements of the GWC for use as a shooting range;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, benefits, and promises contained herein, the Parties hereto agree as follows:

1. THE USE OF THE FACILITY'S ASSIGNED FIRING RANGE: FACILITY agrees for the term and subject to the conditions of this agreement to grant to GWC the use of the _____ (Assigned Range) located at FACILITY. Assigned Range is defined as the weapons firing training area provided by FACILITY for GWC exclusive use. The normally scheduled use of FACILITY shall occur between Monday through Saturday from 8:00 am to until 6:00 pm; subject to the following conditions and GWC CJTC Specific Class Schedules (*Exhibit "A"*) attached hereto:

- A. GWC students, staff, and volunteers shall have exclusive use of Assigned Range for all periods that GWC is using the Assigned Range.
- B. FACILITY will accommodate GWC for extended schedule shooting and low-level light shooting Between Mondays and Saturdays during the hours of 6:00 p.m. and 11:00 p.m., but only upon GWC providing FACILITY with no less than 5 days advance telephonic or written notice of such use;
- C. (*Check Block if Applicable*) FACILITY has the capability to accommodate the use of high power rifles, fully automatic weapons, and various non-conventional training items, such as bean-bag shotguns, sub-munitions, tasers, and pyrotechnics. *If the above block is checked*, FACILITY shall use its best efforts to make the assigned range available for GWC during normal and extended business hours.
- D. The Coast Community College District's Board of Trustees delegates the scheduling authority for the use of FACILITY'S Assigned Ranges to GWC Criminal Justice Training Center Director or designee.

TERM OF AGREEMENT: This Agreement shall begin on _____ and shall terminate on _____.

TERMINATION: This Agreement may be terminated without cause by either Party, upon the terminating Party providing 90 days prior written notice of its intent to terminate to the other Party.

RANGE CONDITIONS: FACILITY and GWC agree that, except for damage caused by the active negligence of GWC in the use of the assigned weapon range, FACILITY shall bear the sole cost for the maintenance and repair of the shooting range, including all appurtenances and environmental conditions.

FACILITY and GWC agree that during the term of this agreement, RANGE shall maintain the shooting range and appurtenances thereto in good working order and in such condition as to render the range and appurtenances safe for their use by GWC, its students, staff, and volunteers. GWC shall have the right to inspect the range to determine the safety conditions as provided in this section.

RULES AND REGULATIONS OF FACILITY: GWC shall provide a POST certified instructor during all hours when GWC students, staff and volunteers are present. The instructor shall be responsible for all assigned range activities and shall have full authority to enforce any published or posted FACILITY rules or regulations, including the exclusion of any person violating any rules or regulations relating to safety. GWC may provide additional safety staff for all weapons firing activities.

FEE FOR FACILITY USE: GWC shall pay FACILITY the _____ (daily/hourly) rate of \$ _____ for the use of FACILITY'S assigned range by GWC students, staff and volunteers.

INSURANCE: FACILITY shall maintain comprehensive general liability insurance and provide satisfactory evidence of same in the form of a certificate of insurance within ten days of the date of execution of this agreement. FACILITY shall maintain in full force and effect for the term of this Agreement with companies duly licensed by the State of California and satisfactory to GWC, comprehensive bodily injury and property damage liability insurance in the combined single limit of not less than \$1,000,000 for each occurrence for personal injury or death and \$250,000 as to property damage, including, but not limited to, personal injury liability, and broad form property damage liability, blanket contractual liability and products liability covering the activities of FACILITY under this agreement. Insurance policies shall contain covenants by the issuing company indicating they shall not cancel the policy without 30 thirty days prior written notice to GWC. Coast Community College District and Golden West College shall be named as addition insureds under any comprehensive general liability policy maintained pursuant to this section.

WORKERS' COMPENSATION INSURANCE: In accordance of the provisions of section 3700 of the California labor code, FACILITY shall insure against liability for Workers' Compensation. A Certificate of Coverage shall be provided to GWC in a manner satisfactorily evidencing FACILITY'S maintenance of such insurance.

INDEMNITY: GWC, to the fullest extent permitted by law, shall defend, indemnify and hold FACILITY and its agents and employees free and harmless from and against all claims, liability, loss and expense including reasonable attorney's fees and court costs which may arise because of GWC'S active negligence or willful misconduct of its trustees, officers, employees, instructors, and agents in the GWC'S performance of its obligations under this Agreement.

FACILITY, to the fullest extent permitted by law, shall defend, indemnify and hold GWC and its trustees, officers, employees, instructors, agents, and representatives free and harmless from and against all claims, liability, loss, and expense, including reasonable attorneys' fees, and court costs, which may arise because of FACILITY'S active or passive negligence, willful misconduct or violation of law relating to its ownership, maintenance, and operation of FACILITY'S weapons firing range and for its performance of obligations under this Agreement.

FACILITY MAINTENANCE: Notwithstanding any other provision in this Agreement or Amendment, it is understood and agreed that the purpose of owning and operating the shooting range is to provide a facility where weapons may be fired, discharging lead bullets, and other materials. FACILITY understands that the discharge of lead or other materials may create hazardous waste on the range. FACILITY covenants and hereby agrees that it assumes and retains the sole responsibility in accordance with all local, state and federal laws for all assessment, prompt clean-up, and remediation of lead and other materials discharged on the premises by GWC and other users.

To the fullest extent permitted by law, FACILITY further releases, discharges, and agrees to hold harmless GWC, its trustees, employees, agents, students, and representatives from any and all liability arising out of, or in any way related to, GWC'S use of the weapon range and the discharge of lead and other materials by GWC'S students, staff, and volunteers use of weapons on the range.

NON-DISCRIMINATION: FACILITY agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, or disability, medical condition, marital status, gender, sexual preference, or age of such persons.

VALIDITY: The invalidity in part or whole of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

LAW GOVERNING: This Agreement shall be governed and construed in accordance with the laws of the State of California, with venue exclusively residing in a court of competent jurisdiction within the County of Orange.

EXCLUSIVITY AND AMENDMENT OF AGREEMENT: This Agreement supersedes any and all other agreements either oral or in writing between the Parties hereto and contains all covenants and agreements between the Parties. No other agreement or amendment hereto shall be effective unless executed in writing and signed by both GWC and FACILITY.

NOTICES: All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other addresses as may be designated by the Parties:

GWC:

Coast Community College District
Attn: Risk Services
1370 Adams Avenue
Costa Mesa, CA 92626

WITH A COPY TO:

Golden West College
Attn: Director
Criminal Justice Training Center
15744 Golden West Street
Huntington Beach, CA 92647-0592

FACILITY:

IN WITNESS WHEREOF, the Parties hereto have agreed to the foregoing terms, and by their signatures below have expressed their intent to be bound thereto.

FACILITY

COAST COMMUNITY COLLEGE DISTRICT

Name of Weapons Firing Facility

President, Board of Trustees

Authorized Signature

Date

Date

EXHIBIT "A"

GWC SPECIFIC CLASS SCHEDULE FOR USE OF WEAPONS FIRING FACILITY

GWC CJTC CLASS NO.: _____



AB 656 — Higher Education: Oil and Natural Gas Extraction Tax

Author: Assemblymember Alberto Torrico

OVERVIEW

- AB 656 provides a stable, dedicated funding source to augment state support for public higher education instruction.
- AB 656 creates the California Higher Education Fund (CHEF) to receive revenues from a 9.9% tax placed on oil and natural gas extracted in the state. (By comparison, Alaska has an oil and natural gas extraction tax of 25%.)
- California – the nation’s third-largest producer of oil – is the only oil-producing state that does not have an ongoing “extraction” (sometimes called “severance”) tax.
- The CHEF is modeled after a Texas foundation in place for nearly 100 years that uses revenues from investing their extraction tax proceeds to fund construction costs at the University of Texas.
- The CHEF would allocate funds to the California Community Colleges, the California State University, and the University at California to pay for instructional costs.
- The board overseeing CHEF would be comprised of appointees by the CSU Board of Trustees, UC Board of Regents, Community College Chancellor, Assembly Speaker, State Treasurer and Senate Rules Committee, and would include a CSU and UC employee and student.
- AB 656 contains oversight provisions to prevent oil and natural gas extractors from passing the new tax onto consumers through higher prices for oil, natural gas and related products.
- During periods of declining state support for higher education and consecutive multi-year increases in student fees, AB 656 will provide a stable source of funding across all segments of public higher education.

BACKGROUND

A recent Public Policy Institute of California (PPIC) study concluded California's need for college-educated workers is outpacing the state's ability to produce them – and that gap is expected to widen in the future.

The PPIC report concluded that the growing unmet need for an educated workforce will undermine California's ability to address the state's current economic crisis and future economic growth.

Unfortunately, the state general fund is unable to fulfill this need and state funds are being taken away rather than supplied. Therefore, to address the state's economic needs the state must find additional resources to fund higher education to keep pace with the state's growing demand for a skilled workforce.

At the CSU alone, years of budget cuts already have resulted in thousands of *eligible* students being denied access, while students fortunate enough to enroll at a CSU campus face mounting fee increases and deep cuts in the number of classes available.

updated 6/22/09

AB 656 (TORRICO)

Higher Education Funding

PROBLEM

A recent study by the Public Policy Institute of California stated that California's need for college educated workers is outpacing the state's ability to produce them, and that gap is expected to widen in the future.

41% of California workers will need a bachelor's degree to meet the state's projected economic demand in the year 2025 if current trends continue. While the percentage of college educated workers has increased in recent years, it is expected to slow in future years as people between 50 years and 64 years of age who currently have the highest level of education will reach retirement by 2025.

As the growth of college education workers slows, the supply of workers with a high school diploma or less education is projected to exceed economic demand, resulting in lower wages and fewer job opportunities for those workers. The lack of an educated workforce will deny the state the ability to draw upon critical resources that are necessary to assist with the state's current economic crisis and to support future economic growth.

Ironically, at a critical time when we need an educated workforce, the General Fund has been unable to sustain that need, allowing more resources to be taken away than provided. Therefore, in order to keep up with the growing demand for a skilled workforce, it is necessary that the Legislature find additional sources for higher education funding

EXISTING LAW

The 1960 Master Plan for Higher Education

established the UC and CSU system with the goal to admit and offer a place to every California high school student who is eligible.

Under this plan, the University of California and the California State University are expected to plan adequate spaces to accommodate all California resident students who are eligible and likely to apply to attend an appropriate place within the system.

The Master Plan declares that it is the policy of the Legislature that all resident applicants to California institutions of public higher education, who are determined to be qualified by law or by admission standards established by the respective governing boards, should be admitted to either (1) a district of the California Community Colleges, in accordance with Section 76000, (2) the California State University, or (3) the University of California.

SUMMARY

AB 656 creates the California Higher Education Fund that would be funded by a new 9.9% oil severance tax. California is currently the only oil producing state that does not have a severance tax.

This Fund would be administered by the California Higher Education Endowment Corporation (created by this bill) that would annually allocate the revenue to the three college systems based on the following formula: 60% to CSU, 30% to UC, and 10% to Community Colleges.

The Corporation would be overseen by an 11 Member Board consisting of representatives

from the CSU Board of Trustees (2), UC Regents (2), Chancellor of the California Community Colleges [1], CA State Assembly (2), CA State Senate (2), State Treasurer (1), and enrolled college students (1).

STATUS

Assembly Revenue and Taxation Committee

SUPPORT

California Faculty Association (Sponsor)
California Federation of Teachers
CA State Student Association
California Teachers Association
Faculty Assoc. of California Community Colleges
SEIU
UC Student Association

OPPOSITION

CalChamber
California Independent Petroleum Association
California Manufacturers and Technology Assoc.
Western State Petroleum Association
Cal-Tax

FOR MORE INFORMATION

Contact: Ryan G Spencer
Phone: (916) 319-2020
Email: ryan.spencer@asm.ca.gov

Christian Teeter

From: Scott Lay [scottlay@ccleague.org]
Sent: Friday, October 16, 2009 10:42 AM
To: Christian Teeter
Subject: CORRECTED: AB 656: 74% of the students, 10% of the funding?

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

CORRECTED - e-mail address and link for Mr. Torrico

October 16, 2009

Dear Christian,

Re: AB 656 (Torrico): Severance Tax for Higher Education

Many of you are being contacted by Assemblymember Alberto Torrico (D-Fremont) about his bill to institute an oil and gas severance tax and dedicate the funds to higher education. The bill is sponsored by the California Faculty Association, CSU's faculty union. Mr. Torrico is a candidate for attorney general next year.

Funds derived from the tax, estimated at \$1 billion per year, would be allocated as follows: 60% to the California State University, 30% to the University of California and 10% to California's community colleges.

Lately, part of Majority Leader Torrico's campaign for the bill has criticized leaders, including community colleges, for not advocating for the bill. The *San Francisco Chronicle* reported on Monday:

"A deafening silence has emanated from the leadership of the CSU, UC and California Community Colleges, despite the promise of having a dedicated source of public funds for the first time."

While we have had a "support, if amended" position on the bill, the proposal to provide community colleges with only 10% of the funds discriminates against the system that is serving 74% of California's higher education students. The author argues that the protections of Proposition 98 justify the small share, although community college state-determined funding per student is being cut most in this year's budget. Further, community colleges are being asked to serve the 40,000 students the California State University is "downsizing" next year.

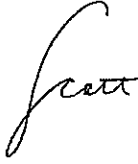
Further, the governing board of the endowment created by AB 656 would consist of two UC Regents, two CSU Trustees, and *one* member appointed by the Chancellor of the California Community Colleges.

Please join me in e-mailing (assemblymember.torrico@assembly.ca.gov), calling (916-319-2020), or faxing (916-319-2120) Assemblymember Torrico and ask him to:

- ξ change the split of the proceeds of the tax to reflect student enrollment
- ξ provide an equal voice for community colleges on the endowment board

Also, if you are in the district of the following co-authors of the legislation, I encourage you to contact them to ask for their support of the changes. (Assembly Members Jim Beall, Marty Block, Bonnie Lowenthal, Fiona Ma, and Curren Price and Senator Mark DeSaulnier)

The prospects for the bill are unclear. It is strongly opposed by the Republican caucus and the oil and gas industry, and requires a two-thirds vote. Nevertheless, as Mr. Torrico continues a campaign and draws public attention to the bill, it is critical that the shortchanging of community colleges (both financially and politically) be corrected.



Scott Lay
President and Chief Executive Officer
Orange Coast College '94

Community College League of California
2017 O Street, Sacramento, California 95811
916.444.8641 . www.ccleague.org

