AGENDA

Coast Community College District Regular Meeting of the Board of Trustees Date: Wednesday, April 7, 2010 5:00 p.m. Closed Session 6:30 p.m. Regular Meeting Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626

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

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

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

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

1.04 Recess to Closed Session

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

- 1.04.01 Public Employment (Pursuant to Government Code 54957 (b)(1))
 - Faculty Special Assignments
 - 2. Substitute Faculty
 - 3. Full-time Faculty
 - Part-time Faculty
 - 5. Educational Administrators
 - 6. Classified Management
 - 7. Classified Staff a. Staff Aide

- 8. Reclassification and Reorganization/Reassignment
- Classified Temporary Assignments
 a. Director, Computer Services
 - b. Special Assignment
 - c. Staff Specialist
- 10. Hourly Staff
- 11. Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- 14. Student Workers

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

1.04.02 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)

Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)

Magana vs. Coast Community College District et al., Orange County Superior Court Case No. 30-2010-00346951 Lopez vs. Golden West College, Office for Civil Rights Case No. 09-10-2094

Coast Community College Association vs. Coast Community College District, PERB Case #LA-CE-54-36-E Rodriguez vs. Coast Community College District, et al., DFEH Case No. 27AB014161

- 1.04.03 Public Employee Discipline/Dismissal/Release (Pursuant to Government Code Section 54957)
- 1.04.04 Public Employee Performance Evaluation (Pursuant to Government Code Section 54957)

Position: Chancellor

1.04.05 Conference with Labor Negotiator (Pursuant to Government Code Section 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: Association of Confidential Employees (ACE),
Unrepresented Employees: Coast District Management Association (CDMA),

Educational Administrators

- 1.05 Reconvene Regular Meeting at 6:30 p.m.
- 1.06 Pledge of Allegiance Trustee Jerry Patterson, Board President

- 1.07 Report of Action in Closed Session (if any)
- 1.08 Public Comment (Open 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 prior to speaking.

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

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

- 1.09 Presentations, Ceremonial Resolutions and Public Hearings
- 1.09.01 Resolutions to Honor and Accept the Retirements
- 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 & Review of Board Committee Meeting Dates
- 2.02 Matters for Review, Discussion and/or Action
- 2.02.01 Review of Board Meeting Dates
- 2.02.02 Consideration of Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)
- 2.02.03 Opportunity for the Board to Review the Board Directives Log

2.02.04	Receive the Modified Initial Proposal from the Coast Community College District to Negotiate the Agreement between the Coast Community College District and the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794		
2.03	Review of Buildings and Grounds Reports		
	Orange Coast College New Consumer Health & Science Lab (ABC) Building Orange Coast College Student Center Renovation Golden West College Learning Resource Center Coastline College Newport Beach Learning Center		
3.00	Consent Calendar		
3.01	Curriculum Approval		
3.01.01	Approval of New Courses		
3.01.02	Approval of Course Revisions/Retirements/Suspensions/Reinstatements		
3.01.03	Approval of Program/Option/Revisions/Retirements/Suspensions/Reinstatements		
3.01.04	Approval of General Education/Graduation Requirements		
3.02	Travel Authorizations – Board and Staff 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		
3.03.02	Authorization for Special Projects – Golden West College		
3.03.03	Authorization for Special Projects – Orange Coast College		
3.03.04	Authorization to Apply for Funded Programs		
3.03.05	Authorization for Disposal of Surplus		
3.03.06	Authorization to Enter Into Standard Telecourse Agreements – Coastline Community College		
3.03.07	Approval of Clinical Contracts – Golden West College		

- 3.03.08 Approval of Clinical Contracts Orange Coast College
- 3.03.09 Approval of Standard Agreements Coastline Community College
- 3.03.09.01 Approve District Standard Scope of Work #2010-07 under the Master Services
 Agreement between Chevron Products Company and the Coast Community College
 District for Development/Delivery of Instructional Courseware and Services
- 3.03.09.02 Approve District Standard Scope of Work #2010-08 under the Master Services
 Agreement between Chevron Products Company and the Coast Community College
 District for Development/Delivery of Instructional Courseware and Services
- 3.03.09.03 Approve District Standard Scope of Work #2010-09 under the Master Services
 Agreement between Chevron Products Company and the Coast Community College
 District for Development/Delivery of Instructional Courseware and Services
- 3.03.09.04 Approve District Standard Scope of Work #2010-10 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services
- 3.03.09.05 Approve District Standard Scope of Work #2010-11 under the Master Services
 Agreement between Chevron Products Company and the Coast Community College
 District for Development/Delivery of Instructional Courseware and Services
- 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 None
- 3.03.13 Authorization for Purchase of Institutional Memberships Coastline Community College None
- 3.03.14 Authorization for Purchase of Institutional Memberships Golden West College
- 3.03.15 Authorization for Institutional Memberships Orange Coast College
- 3.03.16 Authorization for Purchase of Institutional Memberships District
- 3.03.17 Authorization for Off-Campus Assignments Coastline Community College None
- 3.03.18 Authorization for Community Activities Orange Coast College
- 3.03.19 Authorization for Community Activities Golden West College
- 3.03.20 Authorization for Sailing Program Orange Coast College
- 3.04 Personnel Items

3.04.01	Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
3.04.02	Authorization for Leaves of Absence
3.04.03	Authorization for Schedule Changes, Classified Staff
3.04.04	Authorization for Additional Assignments, Change in Bargaining Unit, Classified Staff
3.04.05	Authorization for Professional Experts
3.04.06	Approval of Sabbatical Leave Requests
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 Community Activities – Coastline Community College None
3.05.07	Authorization for Staff Development - Golden West College
3.05.08	Authorization for Staff Development Orange Coast College
3.05.09	Authorization for Staff Development – District None
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 – Coastline Community College None
3.06.05	Authorization for Special Payments – Golden West College None
3.06.06	Authorization for Special Payments – Orange Coast College
3.06.07	Authorization for Special Payments – District

None

- 4.00 Action Items
- 4.01 Approval of Agreements Coastline Community College
- 4.01.01 Approve Agreement between the Boeing Company and the Coast Community College District to Provide Courses and Programs to Boeing Employees
- 4.01.02 Approve Agreement between Streaming Media Hosting Co-location (SMHC) and the Coast Community College District for the Coastline Community College Co-location for College Network Servers
- 4.01.03 Approve Memorandum of Understanding between Habitat for Humanity of Orange County, Inc., and the Coast Community College District
- 4.01.04 Approve Amendment to an Agreement between the County of Orange and the Coast Community College District/One-Stop Center to Provide National Emergency Grant (NEG) Mortgage Assistance (Contract # 16-NEG2-10) Services
- 4.01.05 Approve Agreement between Commanding Officer, Naval Construction Battalion Center, Gulfport, and the Coast Community College District to Provide Educational Support Services to Personnel of the United States Navy
- 4.01.06 Approve Agreement between Commanding Officer, William Beaumont Warrior Transition Battalion and the Coast Community College District to Acquire and Operate a National Test Center for College-Level Examination Program® (CLEP eCBT), Internet-based DSST®, and Excelsior College® Examination (ECE CBT) Testing Programs
- 4.01.07 Approve Agreement between Educational Testing Service and the Coast Community College District to Administer College-Level Examination Program® (CLEP® eCBT)
 Testing Programs in Support of the MOU between Commanding Officer, William Beaumont Warrior Transition Battalion and the Coast Community College District
- 4.01.08 Approve Agreement between Prometric and the Coast Community College District to Administer Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) for College Credit in Support of MOUs between Military Installations and the Coast Community College District to Operate as National Test Centers
- 4.01.09 Approve Agreement between Orange County Performing Arts Center and the Coastline Community College Foundation for the 2010 Visionary of the Year Awards
- 4.01.10 Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Sixth Edition of the Telecourse Student Guide for Cycles of Life: Exploring Biology
- 4.01.11 Approve Agreement between SunGard Higher Education and the Coast Community College District to Implement Seaport Integration Phase II Services
- 4.01.12 Approve Agreement between Santa Clarita Community College District and the Coast Community College District to Apply for Grant Funding for Captioning of Geology Videos

- 4.01.13 Approve an Amendment between the State of California Department of General Services and the Coast Community College District/One-Stop Center for the Additional Leased Space by the Employment Development Department for the purpose of providing American (Recovery and Reinvestment Act (ARRA) Services at the Orange County One-Stop Center –Westminster site
- 4.01.14 Approve an Amendment between the State of California Department of General Services and the Coast Community College District/One-Stop Center for the Additional Leased Space by the Employment Development Department for the purpose of providing American Recovery and Reinvestment Act (ARRA) Services at the Orange County One-Stop Center Irvine site
- 4.01.15 Approve an Amendment to an Agreement between NCS Pearson, Inc. and the Coast Community College District to Provide Computer-based Professional and Occupational Certification Examinations
- 4.01.16 Approve an Amendment to an Agreement Number 3 between the City of La Habra and the Coast Community College District/One-Stop Center for the purpose of leasing space for the Youth Program at the Orange County One-Stop Center Westminster site
- 4.02 Approval of Agreements Golden West College None
- 4.03 Approval of Agreements Orange Coast College
- 4.03.01 Approve Agreement between the State of California Department of Boating and Waterways and the Coast Community College District to Provide a Grant in the Amount of \$24,650
- 4.03.02 Approve Agreement between the Community College Library Consortium and the Coast Community College District to renew electronic databases
- 4.04 Approval of Agreements District
- 4.04.01 Approve Renewal of Service Agreement between Mandate Resource Services, LLC and the Coast Community College District for Mandated Cost Claim Preparation Services
- 4.04.02 Authorization to Enter into a Retainer Agreement between Callahan and Blaine and the Coast Community College District
- 4.04.03 Authorization to Enter into a Retainer Agreement between Callahan and Blain and the Coast Community College District
- 4.04.04 Approve Lease between the California Highway Patrol (CHP) / State of California and the Coast Community College District for Use of Space at the La Habra Heights Broadcasting Facility
- 4.05 Buildings and Grounds Approvals
- 4.05.01 Authorization to File Notice of Completion
- 4.05.02 Approve Architect Agreement with Hill Partnership, Inc.; Golden West College Language Arts Complex; Final Project Proposal

4.05.03	Approve Independent Contractor Agreement with Psomas; Orange Coast College Sewage Lift Station Analysis
4.05.04	Authorization for Addendum No. 1 to Bundy Finkel Architects; Orange Coast College Student Center Temporary Swing Space
4.05.05	Ratification of Termination of General Contractor from the Orange Coast College Softball Field Project; Bid No. 1964
4.05.06	Approve Lease Agreement with Mobile Modular Management; Orange Coast College Student Center Renovation Swing Space
4.06	General Items of Business - Coastline Community College
4.06.01	Approval for the Orange County Registrar of Voters to Place a Voting Poll at Coastline Community College
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 to Purchase Library Shelving for Golden West College Learning Resource Center using the (CMAS) California Multiple Award Schedule Volume Contracts
4.09.02	Approval of Amendment to the Agreement with Follett Higher Education Group for Bookstore Services
4.09.03	Election of Members to the California Community College Trustees (CCCT)
4.10	Resolutions
4.10.01	Coast Community College District Board of Trustees Resolution # 010-05 Resolution to Enter Into an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center Instructional Materials Grant
4.11	Approval of Minutes Regular Meeting of March 17, 2010
4.12	Personnel Action Item
4.12.01	Ratification of the Tentative Agreements Between the Coast Community College Association/California Teachers Association-National Educators Association (Coast CCA/CTA-NEA) and the Coast Community College District
5.00	Public Comment (Items not on the Agenda)
6.00	Adjournment

CCCD Agenda 04/07/10

1.00 Preliminary Matters

Meeting:

04/07/2010 Regular Meeting

Category:

1. Procedural Matters

Agenda Type: Information Public Access: Yes

keare lancoten

1.00 Preliminary Matters

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

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

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

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

1.04 Recess to Closed Session

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

- 1.04.01 Public Employment (Pursuant to Government Code 54957 (b)(1))
 - 1. Faculty Special Assignments
 - Substitute Faculty

- 3. Full-time Faculty 4. Part-time Faculty 5. Educational Administrators 6. Classified Management 7. Classified Staff a. Staff Aide 8. Reclassification and Reorganization/Reassignment 9. Classified Temporary Assignments a. Director, Computer Services b. Special Assignment c. Staff Specialist 10. Hourly Staff 11. Substitute Classified 12. Clinical Advisor/Summer 13. Medical Professional Hourly Personnel 14. Student Workers 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) Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX) Magana vs. Coast Community College District et al ., Orange County Superior Court Case No. 30-2010-00346951 Lopez vs. Golden West College, Office for Civil Rights Case No. 09-10-2094 Coast Community College Association vs. Coast Community College District, PERB Case #LA-CE-54-36-E Rodriguez vs. Coast Community College District et al., DFEH Case No. E200910K0841 Rodriguez vs. Coast Community College District et al., EEOC Case No. 37AB014161
- 1.04.03 Public Employee Discipline/Dismissal/Release (Pursuant to Government Code Section 54957)
- Public Employee Performance Evaluation 1.04.04 (Pursuant to Government Code Section 54957)

Position: Chancellor

1.04.02

1.04.05 Conference with Labor Negotiator (Pursuant to Government Code Section 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: Coast District Management Association (CDMA), Educational Administrators

- 1.05 Reconvene Regular Meeting at 6:30 p.m.
- 1.06 Pledge of Allegiance Trustee Jerry Patterson, Board President
- 1.07 Report of Action in Closed Session (if any)
- 1.08 Public Comment (Open 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 prior to speaking.

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

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

1.09 Presentations, Ceremonial Resolutions and Public Hearings

1.09.01 Resolutions to Honor and Accept Retirements

FACULTY

ROGER CAMP

Whereas, Roger Camp, Instructor, is retiring from Golden West College effective the thirty-first day of May 2010; and

Whereas, in 1977 Roger Camp was hired to teach and direct the photography program at Golden West College. While at GWC, he began to photograph the Huntington Beach pier, which served as the focus for a 15 year study of the southern California coastal lifestyle. His "On the Beach" portfolio has been published and exhibited worldwide in over 100 venues, and remains the work most closely associated with him. Photographs from this collection resulted in Roger being awarded a Leica Medal of Excellence in Documentary Photography in 1992 and Graphys/Agfa Photo, Sports Photographer of the year in 1994 and followed by a Lucie 1st Place in the people category in 2007; and

Whereas, Roger Camp's award winning book, "Butterflies in Flight," was published in 2002. Selling over 27,000 copies, the book was awarded the international printing industry's highest award for its design and production. "Butterflies in Flight" was singled out by NBC's Today Show, American Photographer magazine and the Associated Press as one of the best photo books of the year; and

Whereas, Roger Camp is commended for his 33 years as a faculty member at Golden West College and for the body of his creative work as an artist. His students have benefited tremendously from being mentored by a "master photographer", and his presence in our Photography program will be greatly missed.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Roger Camp on this day, the seventh of April in the year 2010.

SUSAN LEE WARREN

Whereas, Susan Lee Warren, Art Instructor is retiring from Golden West College effective the thirty-first day of May 2010; and

Whereas, Susan Lee Warren began teaching digital and traditional art at Golden West College in 1999 and taught two years in the District's Paris Program and served as Art Department chair; and

Whereas, Susan Lee Warren graduated from Golden West College with an AA degree in Art. She later attended the Art Center College in Design and graduated magna cum laude with a major in illustration. She worked many years as a free lance illustrator before becoming the head designer at the Orange County Register in the special sections department. After matriculating from Norwich University in Vermont with an MFA in painting she was an adjunct instructor at California State University, Fullerton and Cerritos College where she taught digital imaging, drawing and painting and served as chair of the Art Department; and

Whereas, a lifelong artist, Susan Lee Warren's work has been exhibited in numerous shows including the Bowers Museum of Art, Irvine Fine Arts Center, SPA Gallery, Pomona, Huntington Art Center and Cypress College.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Susan Lee Warren for her years of service to Golden West College and the Coast Community College District and offers 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 Susan Lee Warren on this day, the seventh of April in the year 2010.

NANCY VIELE

Whereas, Nancy Viele, Cosmetology Instructor, is retiring from Golden West College effective the thirtieth day of June 2010; and

Whereas, Nancy Viele served Golden West College for 30 years and contributed greatly to the quality of the Cosmetology program, the success of the students, and to improvements in the Cosmetology industry; and

Whereas, while on sabbatical in 2001, Nancy Viele travelled to many countries in Europe to learn from their practices, policies, and procedures in Cosmetology and brought the knowledge back to her students; and

Whereas, Nancy Viele has published articles in industry magazines, was a major contributor to industry competitions in Cosmetology, set-up the first Spanish language library, and tutored ESL students; and

Whereas, Nancy Viele owned her own salon in south Orange County and served many well-known clients such as Tommy Lasorda, Joe Ferguson, Ruth Buzzi, Gloria Loring, and Eric Estrada; and

Whereas, Nancy Viele has dedicated her life to her children, grandchildren, parents, siblings, her professional industry and of course her students. In retirement, she will move to Las Vegas where the weather is good for her health, and possible get involved with examination or inspection area of the Las Vegas Cosmetology organization.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Nancy Viele for her years of service to Golden West College and the Coast Community College District and offers 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 Nancy Viele on this day, the seventh of April in the year 2010.

MANAGEMENT

BELEN GENET

Whereas, Belen Genet, Career & Employment Services Supervisor, is retiring from Golden West College effective the third day of April 2010; and

Whereas, Belen Genet has worked for the Coast Community College District and Golden West College for 19 years. Beginning as a Staff Aide in the Counseling Division, she went on to work in the Intercultural Center and the Career Center prior to serving as Supervisor of the Career and Employment Services Center, the Re-Entry/CalWORKs Center, Outreach and EOP/S; and

Whereas, Belen Genet holds a BA degree in Business Administration, a Designated Subjects Teaching Credential from Cal State Long Beach and an AA degree from Coastline Community College. She is a graduate of the Robert Mayer Huntington Beach Leadership Academy, the Kalidoscope Leadership Institute, the National Institute for Leadership Development and was a Leigh Robinson Award Nominee –

recognized for Career Center Excellence; and

Whereas, Belen Genet is respected and loved by the many students, staff, faculty, and administrators she has worked with at Golden West College and will be sorely missed by all. Her GWC Family wish her the very best in retirement; and

Whereas, in retirement Belen Genet and her husband Tim plan to continue their worldly travels, having already gone on safari in Kenya, and trips to France, Italy, Spain, Portugal, Ireland, Budapest, Hungary, Moorea, Greece, Turkey, Croatia and a host of others. In addition to travel Belen Genet looks forward to spending time with her children, Joslyn and Joshua, and their families which include 5 grandchildren.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Belen Genet for her years of service to Golden West College and the Coast Community College District and offers 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 Belen Genet on this day, the seventh of April in the year 2010.

STEVEN LUDWIG

Whereas, Steven Ludwig, Director of College Bookstore is retiring from Golden West College effective the thirtieth day of June 2010; and

Whereas, Steven Ludwig began his career at the Golden West College Bookstore in 1995 and has seen the campus and the textbook business change and evolve in challenging ways; and

Whereas, in a joint effort of a superb staff and the campus community, and with the focus on serving the students better, Steven Ludwig oversaw the remodeling of the store, the full implementation of point-of-sale technology and online textbook purchase, and the establishment of a Study Abroad Scholarship; and

Whereas, in working with the Foundation and the Library, Steven Ludwig implemented the STAR program to assist students with their textbooks, and the store generously contributed promotional prizes to numerous campus events and organizations. Fine Arts, Athletics and the campus paper received regular financial support from Bookstore revenues, and the Bookstore sponsored special events, such as book-signings and readings by faculty; and

Whereas, in retirement Steven Ludwig plans to continue developing his playwriting career and to see a whole lot more of the world.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Stephen Ludwig on this day, the seventh of April in the year 2010.

CLASSIFIED

DOUGLAS WINEY

Whereas, Douglas Winey, Custodian Senior, is retiring from Coastline Community College effective the first day of July 2010; and

Whereas, Douglas Winey began his career with the Coast Community College District in 1975 at Orange Coast College; and

Whereas, Douglas Winey transferred to Coastline Community College in 1980; and

Whereas, in 1998 Coastline opened the Garden Grove Learning Center and Douglas Winey took "ownership" of the new building and cared for it with pride for 12 years; and

Whereas, coworkers say that Douglas Winey has been part of the Coastline family for years and will be missed; and

Whereas, in retirement Douglas Winey looks forward to more leisure time, and as an avid Angels fan, looks forward to watching a lot of baseball and travelling to catch some away games.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Douglas Winey on this day, the seventh of April in the year 2010.

ANITA RENNINGER

Whereas, Anita Renninger, Staff Aide, is retiring from Golden West College effective the thirtieth day of May 2010; and

Whereas, Anita Renninger began her career with the Coast Community College District in 1983 in the Fiscal Affairs Office as a Clerk Typist Senior; and

Whereas, Anita Renninger has been with Golden West College since 1984, working in Community Services as a Class Scheduling Technician; the Foundation Office as a Foundation Assistant; and in the Office Administration as a Lab Instructional Associate and part-time instructor; and

Whereas, In 1992 Anita Renninger earned her AA degree from Golden West College; and

Whereas, Anita Renninger is ending her career by completing her third year as a Staff Aide to the Academic Senate, Staff Development, and IPD, which has benefited from her experience, dedication, and organization skills. Anita says, "This has been the most challenging, rewarding, and satisfying of my career"; and

Whereas, in retirement Anita Renninger is looking forward to taking classes for fun, travelling, gardening, quilting, reading, and most importantly, spending time with her family, especially her grandchildren. Her third grandchild is due to arrive in June, giving her the opportunity to completely spoil this one. Anita Renninger kicks off her retirement with a 5-day trip to New York City over the Memorial Day Holiday.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Anita Renninger for her years of service to Golden West College and the Coast Community College District and offers 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 Anita Renninger on this day, the seventh of April in the year 2010.

LINDA MOTT

Whereas, Linda Mott, Child Care Eligibility Specialist, is retiring from Orange Coast College effective the twenty-seventh day of June 2010; and

Whereas, Linda Mott began her career with the Coast Community College District in 1984 in the Membership Department at KOCE; and

Whereas, in 1987 Linda Mott went to work as Office Coordinator at the Orange Coast College Children's Center and over the next 23 years her responsibilities evolved as she became Secretary Senior and then Child Care Eligibility Specialist; and

Whereas, Linda Mott played a major role in the Center as it grew to become the Harry and Grace Steele Children's Center at Orange Coast College – a well known and respected children's center in the community; and

Whereas, Linda Mott often remarks how rewarding it has been to be part of the Harry and Grace Steele Children's Center. Because of the exceptional child development services the Center provides to families ranging from fully- subsidized to full-cost, the Center has enabled parents to achieve their educational and/or professional goals making a difference in their lives and the lives of their children.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Linda Mott on this day, the seventh of April in the year 2010.



Kenter to the second the second second

Acendellen

2.00 General Information and Reports

Meeting:

Category:

04/07/2010 Regular Meeting 2. General Information and Reports

Agenda Type: Information

Public Access: Yes

Arend den Consu

2.00 General Information and Reports

Additional Administrative Content

Senger 1674 (Percent Rula) kuada ikadi rap, der gestir meselekini i visilikadi rusa.

Action ten

2.01 Informative Reports

Meeting:

04/07/2010 Regular Meeting

Category:

2. General Information and Reports

Agenda Type: Information Public Access: Yes

Acienda (lem Comene

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

Coast Community College Association Coast Federation of Classified Employees Coast Federation of Educators Coast District Management Association

2.01.06 Reports from the Board of Trustees

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

Accreditation Committee

Audit Committee
Budget Committee
Career Technical Education Committee
Land Development Committee
Personnel Committee
Orange County Legislative Task Force

Upcoming Meetings:

Budget Committee	April 12, 2010	Board Conference Room 10:00 a.m.	
Career Technical Education Committee		Board Conference Room 10:00 a.m.	
Audit Committee	April 19, 2010	Board Conference Room 3:30 p.m.	
Land Development Committee		Board Conference Room 2:00 p.m.	
Personnel Committee		Board Conference Room 2:00 p.m.	

Additional/diministrative/content

Confidence of the order of the property of the contribution of the order of the ord

ACENDE TO

2.02 Matters for Review, Discussion and/or Action

Meeting:

04/07/2010 Regular Meeting

Category:

2. General Information and Reports

Agenda Type: Action (Consent)

Public Access: Yes

kujanik iliaji (Tonici)

2.02 Matters for Review, Discussion and/or Action

2.02.01 Review of Board Meeting Dates

April 21, 2010	Regular Meeting/Service Awards
May 5, 2010	Regular Meeting
May 19, 2010	Regular Meeting
May 26, 2010	Regular Meeting/Budget Study Session
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

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

April 30 - May 2, 2010 August 4-6, 2010

* (tentative)

Long Beach, CCLC Annual Trustee Conference Washington D.C., ACCT Governance Leadership

Institute for New Trustees

October 20-23, 2010

Toronto, Ontario, ACCT Leadership Congress

2.02.03 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.



2.02.04

Receive the Modified Initial Proposal from the Coast Community College District to Negotiate the Agreement

between

the Coast Community College District and the Coast

Federation

of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794.

In compliance with the Educational Employment Relations Act, the Coast Community
College District presented its initial proposal to negotiate the Agreement with the
Coast Federation of Classified Employees/American Federation of Teachers-Local 4794 (CFCE/AFT) on
August 19, 2009. Pursuant to section 3547 of the Government Code and in
compliance with the current collective bargaining agreement between the parties, the Coast Community
College District hereby opens Article 19 as listed below.

When the Initial Proposal was presented, it was stated that, "the District reserves its rights to modify its initial proposal by opening additional articles and/or sections, as deemed necessary and appropriate." As a result of the current fiscal crisis and the need to address the current and projected budget deficits, the following is being added to the District's original "sun shined" proposal:

ARTICLE 19. SALARIES

19.2 Longevity Pay

Princeres Companies of the Configuration of the Con

19.4 Salary Schedule Formula
Step and Column
Guaranteed "Me Too" clause
Furlough Days

Any comments by the public will be received by the Board of Trustees during the public hearing session of its next regular meeting scheduled to be held on May 5, 2010. No action is required at this time.

Acteriore Action by the Control of

Marie Con Control

2.03 Review of Buildings and Grounds Reports

Meeting:

04/07/2010 Regular Meeting

Category: 2. General Information and Reports

Agenda Type: Action Public Access: Yes

Approbation as much

2.03 Review of Buildings and Grounds Reports

Orange Coast College New Consumer Health & Science Lab (ABC) 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: All "rough-in" utilities (i.e. electrical conduit, fire sprinklers, ductwork that will be enclosed in wall/ceiling cavities) have been installed. The exterior "envelope" of the Biology building is nearing completion and the first phase of drywall will be installed on April 5th. It is anticipated to take approximately 1 week per floor (six weeks total) for drywall installation. This is a significant milestone that represents moving into the "finish" phase of construction.

<u>Orange Coast College Student Center Renovation</u>

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: The "Swing Space" site preparation work, including underground utilities, grading, and paving, will be completed in the next two months. The temporary facility has been designed to fully support the campus food services and Culinary Arts needs and a lease agreement with Mobile Modular to provide the necessary facility is placed on this agenda for consideration. Pending the expected DSA approval, it is anticipated that the bid results for the Student Center Renovation project will be presented on the May 19th Board agenda and construction will begin June 7th.

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 progressing normally with interior wall insulation, door frame installations, electrical wiring, and elevator shaft construction. The next phase of exterior construction will include the installation of glass along the north face of the building.

Coastline College Newport Beach Learning Center

English and reference of the first of the control o

Architect: LPA Architecture

Construction Manager: CW Driver

DSA Approval: Pending (Estimated August 2010)

Est. Construction Start: October 2010

Est. Completion: January 2012

Funding: Measure C General Obligation Bond

Project Status: While design collaboration on the new building continues, the specifications for demolition of the existing structures have been completed and will be advertised on April 5 with a scheduled bid deadline on May 6th. The demolition will take approximately one month to complete.

AND Proper Confidence (Confed)

·		
	· :	

/4(0[=:q10]::4(E)(q)

3.00 Consent Calendar

Meeting:

04/07/2010 Regular Meeting 3. Consent Calendar

Category:

Agenda Type: Information

Public Access: Yes

Action is it is a serior.

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

(Continued by the contraction of the contraction of

Seneral Mankather of the Things make they excluded Applicating the second

Ligetantituliani

3.01 CURRICULUM APPROVAL

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Assente lam conten

3.01 Curriculum Approval

3.01.01 Approval of New Courses

Acquest Acquistative Concur.

3.01.02 Approval of Course Revisions/Retirements/Suspensions/Reinstatements

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

3.01.04 Approval of General Education/Graduation Requirements



Curriculum.pdf

Le Caroullian

3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information Public Access: Yes

koemenian Ganen

3.02 Travel Authorizations - Board and Staff

1. Travel Authorization

a. Authorization for Attendance at Meetings and/or Conferences

(1) Meetings for the Board of Trustees

Mary L Hornbuckle, Board Member (CCCD), to attend the Community College League of California 2010 Annual Trustees Conference, April 30 - May 2, 2010, Long Beach, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$490, to be paid from District Conference funds.

Walter G Howald, Board Member (CCCD), to attend the Community College League of California 2010 Annual Trustees Conference, April 30 - May 2, 2010, Long Beach, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$490, to be paid from District Conference funds.

Walter G Howald, Board Member (CCCD), to attend the California Community College Trustees (CCCT) Board Meeting, April 16 - 17, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Jerry M Patterson, Board Member (CCCD), to attend the Community College League of California 2010 Annual Trustees Conference, April 30 - May 2, 2010, Long Beach, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$490, to be paid from District Conference funds.

Lorraine E Prinsky, Board Member (CCCD), to attend the Community College League of California 2010 Annual Trustees Conference, April 30 - May 2, 2010, Long Beach, CA, without loss of salary, with reimbursement authorized for actual expenses, including a registration fee of \$490, to be paid from District Conference funds.

(2) Meetings for Faculty and Staff

Sylvia E Amitoelau, Ed Media Designr Mil (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Cheryl L Babler, Vice President (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Linda Bagatourian, Counselor (OCC), to attend the Ensuring Transfer Success, May 4, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$90, including a registration fee of \$90, to be paid from Transfer Center funds.

Frank A Baker, Instructor (GWC), to attend the Human Anatomy & Physiology Society Annual

Conference, May 29 - June 2, 2010, Denver, CO, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$300, travel by Air Coach, to be paid from IPD AFT conference funds, VP IPD funds.

NANCY BARRY, Account Assistant III (CCC), to attend the Regional Professional Development Workshop, April 16, 2010, Santa Monica, CA, without loss of salary, with reimbursement for allowable expenses of \$75, including a registration fee of \$20, to be paid from SAC funds.

Melissa R Berta, Instructor (OCC), to attend the Tech Ed 2010, April 10 - 13, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, to be paid from Title III Categorical funds.

Barbara B Bond, Dean (OCC), to attend the Joint Meeting of the Five Southern California Conferences of South Coast, Orange Empire, Foothill, Pacific Coast, and Western States Conferences, May 3 - 4, 2010, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Physical Education and Athletics Division Budget funds.

Harold C Bouley, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Robin A Boyle, Mil/Cont Ed Tech Int (CCC), to attend the Coast Guard Education Fair, May 13-14, 2010, Galveston, TX, without loss of salary, with reimbursement for allowable expenses of \$1,100, including travel by Air Coach, rental car and insurance, to be paid from Contract Ed Auxiliary funds.

Chandulal M Brahmbhatt, Vice Chancellor (CCCD), to attend the Intermediate FUSION Training, April 16, 2010, Glendora, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from Administrative Services Management Conference funds for Statewide facilities database.

Chandulal M Brahmbhatt, Vice Chancellor (CCCD), to attend the Association of Chief Business Officials (ACBO) Spring 2010 Conference, May 16 - 19, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$285, travel by Air Coach, rental car and insurance, to be paid from Administrative Services Management Conference funds.

Marilyn G Brock, President (CCC), to attend the American Association for Women in Community Colleges "Women Hold Up Half the Sky" Conference, May 7, 2010, Cerritos, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency. Keynote Speaker.

Debra G Brown, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Rosalind J Campbell, Student Fin Aid Acct Fisc Spec (OCC), to attend the National Association of Students Financial Aid Administrators National Conference, July 17 - 22, 2010, Denver, CO, without loss of salary, with reimbursement for allowable expenses of \$3,000, including a registration fee of \$525, travel by Air Coach, to be paid from Categorical funds.

Don E Cock, Dir Tech Sup & Oper (CCCD), to attend the Oracle Database 11g: New Features for Administrators, Release 2, April 12 - 16, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$3,150, including a registration fee of \$3000, to be paid from Tech Support General/Management Conferences Oracle Training funds.

Herbert M Cohen, Hourly Instructor (GWC), to attend the Apple Worldwide Developers Conference, June 27 - July 3, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2,495, including a registration fee of \$1,295, travel by Air Coach, to be paid from VTEA/Perkins funds.

Randal L Cole, Sys/Netwrk Anlst II (CCCD), to attend the Oracle Database 11g: New Features for Administrators Release, April 12 - 16, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$3,150, including a registration fee of \$3000, to be paid from Tech Support/CFCE Conferences Oracle Training funds.

Barbara Cooper, Instructor (OCC), to attend the 2010 National Restaurant Association Hotel - Motel Show, May 20 - 24, 2010, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$740, including a registration fee of \$40, travel by Air Coach, to be paid from CFE Contracted PDI Full Time Conference funds.

Robert P Crawfis, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Ding-Jo H Currie, Chancellor (CCCD), to attend the American Council on Education Board of Directors' Meeting, May 16-18, 2010, Washington, DC, without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from Chancellor's conference funds.

Velvet A Deatherage, Counselor (CCC), to attend the Navy Education Fair, April 21-22, 2010, Tinker Air Force Base, OK, without loss of salary, with reimbursement for allowable expenses of \$900, including travel by Air Coach, rental car and insurance, to be paid from Military Contract Education funds.

George S Del Carmen, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Ruth E Dills, Counselor/Coordinator (CCC), to attend the Extended Opportunity Program & Services Association Executive Board Meeting, April 18-19, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Shirley A Donnelly, Admin Dir Stdt Serv (GWC), to attend the California Association of Community College Registrars & Admissions Officers Annual Conference, May 2-5, 2010, Millbrae, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$195, travel by Air Coach, rental car and insurance, to be paid from CDMA funds.

Lorie P Eber, Hourly Instructor (CCC), to attend the California Council on Gerontology and Geriatrics Annual Board Meeting, April 8-9, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$150, to be paid from CCA Conference Funds. Overnight stay required to attend late night and early morning meeting.

Darrell D Ebert, Instructor (GWC), to attend the Francisco's Farm Arts Festival, June 24 - 29, 2010, Midway, KY, without loss of salary, with reimbursement for allowable expenses of \$1,400, including travel by Air Coach, rental car and insurance, to be paid from IPD AFT conference funds, VP IPD funds.

Jeanette M Ellis, Instructor (CCC), to attend the California Association Education of Young Children Annual Conference 2010, April 8-10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$305, including a registration fee of \$305, to be paid from PDI Conference & Workshops funds.

Cynthia Jean W Ely, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Marilyn M Fry, Instructor (CCC), to attend the Curriculum Institute 2010, July 8-10, 2010, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of

\$725, to be paid from College Approved Projects funds. Reimbursement of mileage on personal auto, in lieu of airfare, not to exceed coach airfare equivalency.

Efren J Galvan, Dir Adm Rec & Enroll (OCC), to attend the California Association of Community College Registrars & Admissions Officers, May 2 - 5, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$195, travel by Air Coach, to be paid from CDMA funds.

John R Giaconia, Informatn Sys Tch II (CCC), to attend the Business Education Statewide Advisory Committee Annual Curriculum Conference, April 29 - May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$523, to be paid from BIC Grant funds. Lodging required due to coordination, video-recording, set-up, and hosting conference from early morning (6:30 a.m.) to late evening (9:00 p.m.) The conference is a requirement of the CTE-VTEA BESAC/BIC Grant, as stated in Objective 2 in the Annual Workplan of the grant. Coastline nor District will incur any expenses as the result of this conference.

Tina K Gill, Instructor (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Deborah G Goldstick, Instructor (GWC), to attend the National League of Nursing Educational Summit, September 28 - October 2, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$715, travel by Air Coach, to be paid from IPD AFTConference funds, VP IPD funds.

Alex Guillen, Counselor (OCC), to attend the Ensuring Transfer Success, May 4, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$90, including a registration fee of \$90, to be paid from Transfer Center funds.

Pedro J Gutierrez, Instructor (CCC), to attend the American Society for Microbiology Conference for Undergraduate Educators, May 20-23, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$799, to be paid from PDI Conference & Workshops funds.

Raine L Hambly, Educ & Grant Serv Coordinator (CCCD), to attend the 2010 Curriculum Institute, July 8 - 10, 2010, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$725, travel by Air Coach, to be paid from Educational Services funds. To learn about curriculum updates and gain further knowledge from the State of California regarding guidelines and processes.

Carmella R Hardy, Staff Aide (OCC), to attend the Wet Plate Collodion Process: Julia Dean Photography Workshop, April 17 - 18, 2010, Corona, CA, without loss of salary, with reimbursement for allowable expenses of \$700, to be paid from Professional Staff Development funds.

Dennis R Harkins, President (OCC), to attend the 90th Annual American Association of Community Colleges, April 17 - 19, 2010, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$1,250, including a registration fee of \$750, travel by Air Coach, to be paid from President's Ancillary Budget funds.

Jerald A Hein, Multimedia Prod Spec (CCC), to attend the Business Education Statewide Advisory Committee Annual Curriculum Conference, April 29-April 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$523, to be paid from BIC Grant funds. Lodging required due to coordination, video-recording, set-up, and hosting conference from early morning (6:30 a.m.) to late evening (9:00 p.m.) The conference is a requirement of the CTE-VTEA BESAC/BIC Grant as stated in Objective 2 in the Annual Workplan of the grant. Coastline nor District will incur any expenses as a result of this conference.

Deborah C Henry, Hourly Instructor (CCC), to attend the 2010 American Association of Neurological Surgeon Annual Meeting, April 29-May 3, 2010, Philadelphia, PA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Midge A Hill, Adm/Records Tech 2 (OCC), to attend the 15th Annual Western Association of Veteran Education Specialist Conference, July 24 - 29, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,600, including a registration fee of \$350, travel by Air Coach, to be paid from Admissions and Records Veterans Ancillary funds.

Alex L Igoudin, Hourly Instructor (CCC), to attend the International Conference on Pluri (Multi) Lingualism, June 15-25, 2010, Paris, France without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$140, travel by Air Coach, to be paid from CCA Conference funds.

Nelson J Ildefonso, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Nancy S Jenkins, Counselor (CCC), to attend the California Intersegmental Articulation Council 2010 Conference, April 22-23, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$150, to be paid from Transfer and Articulation Grant funds.

Nancy S Jenkins, Counselor (CCC), to attend the Ensuring Transfer Success Conference, May 4, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$90, to be paid from Articulation funds.

Daniel J Johnson, Instructor (CCC), to attend the 2010 Curriculum Institute, July 8-10, 2010, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$725, travel by Air Coach, to be paid from Senate Conference funds.

Rita M Jones, Counselor (OCC), to attend the Virtual Leadership, April 18 - 22, 2010, Sarasota Springs, NY, without loss of salary, with reimbursement for allowable expenses of \$3,500, including a registration fee of \$1395, travel by Air Coach, rental car and insurance, to be paid from Career Development Technical Grant Workshops funds.

Rita M Jones, Counselor (OCC), to attend the Career Development Statewide Advisory Meeting, May 12 - 14, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including travel by Air Coach, to be paid from Career Development Technical Grant Workshops funds.

Rita M Jones, Counselor (OCC), to attend the Region 10 Career Development Workshop, April 30, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$75, to be paid from Career Development Technical Grant Workshops funds.

Cheryl L Jupiter, Counselor (OCC), to attend the Ensuring Transfer Success, May 4, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$90, including a registration fee of \$90, to be paid from Transfer Center funds.

Jennifer M Koontz, Hourly Instructor (OCC), to attend the Western Psychological Association's 90th Annual Convention, April 21 - 25, 2010, Cancun, Mexico without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from CCA/CTA Union funds.

Stephen R Kroll, Hourly Instructor (OCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Andrea R Lane, Hourly Counselor (GWC), to attend the CalWORKs Association Statewide Training Institute, April 25-27, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from State Chancellor's Budget.

Douglas G Larson, Dean (GWC), to attend the National Association of Broadcasters, April 10-14, 2010, Las Vegas, NV, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Hei-Yi Leung, Hourly Counselor (CCC), to attend the Ensuring Transfer Success Conference, May 4, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$90, to be paid from Basic Skills Professional Development funds.

Frederick J Lockwood, Instructor (CCC), to attend the Business Education Statewide Advisory Committee Annual Curriculum Conference, April 29 - May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$523, to be paid from BIC Grant funds. Lodging required due to coordination, set-up and hosting conference from early morning (6:30 a.m.) to late evening (9:00 p.m.) The conference is a requirement of the CTE-VTEA BESAC/BIC Grant, as stated in Objective 2 in the Annual Workplan of the grant. Coastline nor District will incur any expenses as the result of this conference.

Frederick J Lockwood, Instructor (CCC), to attend the Network of Executive Women Spring Networking Event, May 13, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from VTEA funds.

Frederick J Lockwood, Instructor (CCC), to attend the Western Association of Food Chains Spring 2010 Retail Management Advisory Meeting, April 16, 2010, Arcadia, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from VTEA funds.

Barbara L Long, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Margaret M Lovig, Instructor (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Margaret M Lovig, Instructor (CCC), to attend the Curriculum Institute 2010, July 8-10, 2010, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$725, travel by Air Coach, to be paid from College Approved Projects funds.

Gene R Lowther, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Michelle K Ma, Dir Mktg & Pub Rel (CCC), to attend the American Association for Women in Community Colleges "Women Hold Up Half the Sky" Conference, May 7, 2010, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from College Approved Staff Development Projects funds.

MARIA MAI, A&R Specialist (CCC), to attend the Regional Professional Development Workshop, April 16, 2010, Santa Monica, CA, without loss of salary, with reimbursement for allowable expenses of \$20, including a registration fee of \$20, to be paid from SAC funds.

Shawn A Mann, Mgr Mil Prg Outreach (CCC), to attend the Council on Military Education in Texas and the South, April 19-21, 2010, Corpus Christi, TX, without loss of salary, with reimbursement for allowable

expenses of \$1,500, including travel by Air Coach, rental car and insurance, to be paid from Contract Ed. funds.

Earnest G Marchbank, Asst Director, Dist Facilities (CCCD), to attend the Intermediate FUSION Training, April 16, 2010, Glendora, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from Environmental Health & Safety Management Conference funds, for Statewide facilities database.

Earnest G Marchbank, Counselor (GWC), to attend the EOPS/CARE Spring 2010 Technical Assistance Training, April 21-22, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to District/Campus.

Iliana C Marin, Grants Proj Asst (CCC), to attend the Business Education Statewide Advisory Committee Annual Curriculum Conference, April 29-April 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$523, to be paid from BIC Grant funds. Lodging required due to preparations and presentations in the early morning (6:30 a.m.) and attendance at sessions through the late evening (9:00 p.m.) The extended conference hours would incur an added hardship on Ms. Marin's commute and time. The conference is a requirement of the CTE-VTEA BESAC/BIC Grant, as stated in Objective 2 in the Annual Workplan of the grant. Coastline nor district will incur any expenses as a result of this conference.

Carla R Martinez, Student Serv Coord (OCC), to attend the Student Senate General Assembly Spring 2010, April 30 - May 2, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$195, to be paid from ASOCC funds.

Anne R McClanahan, Instr/Coord (OCC), to attend the California Speech and Hearing Association Convention, April 15 - 18, 2010, Monterey, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Kevin J McElroy, Vice Pres Admn Srvcs (CCC), to attend the Association of Chief Business Officers 2010 Conference, May 16-19, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$285, travel by Air Coach, to be paid from Admin Services Management Conference funds.

Journana H McGowan, Dean (CCC), to attend the Business Education Statewide Advisory Committee Annual Curriculum Conference, April 29-April 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$523, to be paid from BIC Grant funds. Lodging required due to preparations and presentations in the early morning (6:30 a.m.) and attendance at sessions through the late evening (9:00 p.m.) The extended conference hours would incur an added hardship on Dr. McGowan's commute and time. The conference is a requirement of the CTE-VTEA BESAC/BIC Grant as stated in Objective 2 in the Annual Workplan of the grant. Coastline nor District will incur any expenses as a result of this conference.

E N Meneses, Vice President (CCC), to attend the Telecommunications and Technology Advisory Planning Meeting, April 29-30, 2010, Pomona, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Melissa M Moser, Dir Financial Aid (OCC), to attend the Fundamentals of Title IV Training - Department of Education, June 20 - 25, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including travel by Air Coach, to be paid from Categorical funds.

Melissa M Moser, Dir Financial Aid (OCC), to attend the California Association of Student Financial Aid Administrators, June 13 - 14, 2010, Santa Ana, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Melissa M Moser, Dir Financial Aid (OCC), to attend the California Association of Student Financial Aid

Administrators, August 1 - 2, 2010, San Francisco, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Melissa M Moser, Dir Financial Aid (OCC), to attend the California Association of Student Financial Aid Administrators, December 11, 2010, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Ailene B Nguyen, Counselor (CCC), to attend the Ensuring Transfer Sccess Institute, May 4, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$90, to be paid from PDI Conference & Workshops funds.

Christina D Nguyen, Counselor (CCC), to attend the Ensuring Transfer Success Conference, May 4, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$90, to be paid from Board Financial Aid Program funds.

Donavan J Nielsen, Instructor (GWC), to attend the Microsoft Imagine Cup Finals, April 22-27, 2010, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$2,000, including travel by Air Coach, to be paid from VP IPD funds.

Madjid Niroumand, Dirinternatni Centr (OCC), to attend the National Association of Foreign Student Advisors: Association of International Educators 2010 Annual Conference, May 29 - June 5, 2010, Kansas City, MO, without loss of salary, with reimbursement for allowable expenses of \$1,950, including a registration fee of \$459, travel by Air Coach, to be paid from International Center Ancillary funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Regional Health Occupations Resource Center Director Meeting & Statewide Health Occupations Advisory Committee Meeting, May 5-7, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to District/Campus.

Mary 1 O'Connor, Prog Mgr Rhorc (GWC), to attend the 14th Annual Health Occupations Educator Institute, April 26-28, 2010, Santa Ana, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from RHORC trust funds.

Jeanne Oelstrom, Instructor (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Jennifer Ortberg, Dir Adm & Records (GWC), to attend the California Association of Community College Registrars & Admissions Officers Annual Conference, May 2-5, 2010, Millbrae, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$195, travel by Air Coach, to be paid from CDMA.

Martha M Parham, Dist Dir Mark & Pub (CCCD), to attend the California Community College Public Relations Organization, April 15 - 16, 2010, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$450, to be paid from Management Professional Development funds.

Sue A Primich, Counselor (CCC), to attend the Ensuring Transfer Sccess Institute, May 4, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$90, to be paid from PDI Conference & Workshops.

Carla M Reisch, Hourly Instructor (CCC), to attend the Tech Ed Conference 2010, April 12, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$80, to be paid from CCA Conference funds.

Diane M Restelli, Instructor (GWC), to attend the HIV/AIDS on the Front Line Conference, April 28, 2010,

Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$175, including a registration fee of \$160, to be paid from IPD AFT conference funds.

Keven M Rewers, Inst Assoc-Comp Appl (CCC), to attend the Community College Association Spring Conference and We Honor Ours Awards Ceremony, April 23-25, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$275, travel by Air Coach, to be paid from CCA Conference funds.

William M Saichek, Instructor (OCC), to attend the American Association of Community Colleges Annual Convention, April 16 - 20, 2010, Seattle, WA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Tracey L Sanders, Staff Asst Sr (C) (CCCD), to attend the Community College League of California Policy and Procedures Workshop, April 29, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$30, to be paid from District Conference funds.

Teresa A Scarbrough, Office Coordinator (OCC), to attend the Western Regional Honors Council Conference, April 8 - 11, 2010, Jackson Hole, WY, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$175, travel by Air Coach, to be paid from ASOCC funds. The reason for this revision is to change the return date.

Judy A Schindelbeck, Hourly Instructor (CCC), to attend the Preparing for the Next Generation Meeting, April 9, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$150, to be paid from PDI Conference & Workshops funds.

Caroline Spoja, Staff Specialist (CCC), to attend the 20th Annual Accuplacer National Conference, June 23-27, 2010, Boston, MA, without loss of salary, with reimbursement for allowable expenses of \$1,700, including a registration fee of \$200, travel by Air Coach, to be paid from General funds.

Stephen Y Tamanaha, Director (OCC), to attend the California Community Colleges Chancellors Office Extended Opportunity Programs and Services Training, April 21 - 22, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Christian B Teeter, Sec'y to Board of Trustees (CCCD), to attend the Community College League of California 2010 Annual Trustees Conference (to include Policy Procedure Workshop), Long Beach, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Dian E Torres, Assoc Dean, Cosmetology (GWC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Ana G Tovar, Staff Assistant (OCC), to attend the Ensuring Transfer Success, May 4, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$90, including a registration fee of \$90, to be paid from Transfer Center funds.

Toan Q Tran, Isd Dev Programmer (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Toan Q Tran, Isd Dev Programmer (CCC), to attend the 15th Annual Technology in Education Conference Exposition, April 12-13, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from ISD Ancillary Innovative Learning Technology funds.

Maria S Tullai Davis, Child Care Centr Ast (OCC), to attend the California Association for the Education of Young Children: 2010 Annual Conference and Expo, April 9 - 10, 2010, Long Beach, CA, without loss of

salary, with reimbursement for allowable expenses of \$255, including a registration fee of \$255, to be paid from Children's Center Foundation funds.

Vienne Vu, Part Time Instructor (OCC), to attend the Annual Meeting of the Association of American Geographers, April 14 - 19, 2010, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$700, to be paid from CCA/CTA Union funds.

Ellis M Waller, Hourly Instructor (CCC), to attend the Preparing for the Next Generation Meeting, April 9, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$150, to be paid from PDI Conference & Workshops funds.

Helen L Ward, Staff Assistant (CCC), to attend the Student Senate General Assembly Spring 2010 Conference, April 30-May 2, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$195, to be paid from SAC Advocacy funds. Lodging required to attend early morning and late evening meetings, as well as provide guidance and assistance to SAC students who are attending conference.

Michael R Warner, Instructor (CCC), to attend the Interop Las Vegas Conference, April 28-30, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from PDI Conference & Workshops funds.

Michael R Warner, Instructor (CCC), to attend the Cisco Live 2010, June 26-30, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$3,000, including a registration fee of \$1,695, to be paid from VTEA funds. Reimbursement of mileage on personal auto, in lieu of airfare, not to exceed coach airfare equivalency.

Michael R Warner, Instructor (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds

Daniel R Weber, Staff Aide (OCC), to attend the Ensuring Transfer Success, May 4, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$120, including a registration fee of \$90, to be paid from Transfer Center funds.

Cathleen C Werblin, Instructor (OCC), to attend the Journalism Association of Community Colleges, April 8 - 10, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$295, to be paid from Coast Report funds.

James K West, Registration Supv (OCC), to attend the California Association of Community College Registrars and Admissions Officers, May 2 - 5, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$195, travel by Air Coach, to be paid from CDMA funds.

Ruth B West, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Michelle R Wild, Instr/Coord (CCC), to attend the Business Education Statewide Advisory Committee Conference, April 29-May 1, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$100, to be paid from VTEA funds.

Ronald C Wilkinson, Instructor (GWC), to attend the 3rd Annual National Sign Language & Interpreting Conference, April 30 - May 1, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$195, including a registration fee of \$175, to be paid from IPD AFT conference funds.

Susan F Winterbourne, Counselor (CCC), to attend the Ensuring Transfer Success Conference, May 4,

2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$90, to be paid from Basic Skills funds.

Debbie L Womack, Child Devlpmnt Spclt (OCC), to attend the California Association for the Education of Young Children: 2010 Annual Conference and Expo, April 8 - 10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$255, including a registration fee of \$255, to be paid from Children's Center Foundation funds.

Sylvia L Worden, Assoc Dean/Director St HIth Ct (OCC), to attend the PriMed Primary Care Conference, May 6 - 7, 2010, Anaheim, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Sohair S Zaki, Applic Sys Anly/Prg (CCC), to attend the 15th Annual Technology in Education Conference Exposition, April 12, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from ISD Ancillary/Innovations and Learning Technology funds.

A-Shippell-Andries Conv. Conton.			
	•		
Ceptederius/ruseruser unti serie, baisber	io des mesos or occidenta	CETTS INVICED	

Acamor Can

3.02.01 Authorization for Student Trips - Coastline Community College

Meeting: 04/07/2010 Regular Meeting Category: 3. Consent Calendar

Agenda Type: Public Access: Yes

ែបទេកែទៅស្រាស់ មានស្រាស់ មាន

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.

Conference/Activity: Student Senate of the California Community Colleges Spring 2010 General

Assembly

Location: Los Angeles Dates: April 30 - May 2, 2010

Department: Student Advisory Council

Cost/purpose/funding source: NTE \$1,750; SAC funds

Transportation: Personal vehicles

Conference/Activity: Tanaka Farms

Location: Irvine

Dates: April 13, 2010; April 14, 2010; April 15, 2010 and April 16, 2010

Department: Psychology/Parent Education Transportation: District transportation

Conference/Activity: Los Angeles County Museum of Art

Location: Los Angeles

Dates: April 30, 2010 and May 1, 2010

Department: Art

Transportation: District transportation

Conference/Activity: Santa Ana Zoo

Location: Santa Ana Dates: May 17, 2010

Department: Psychology/Parent Education

Transportation: Personal vehicles

Conference/Activity: Balboa Ferry

Location: Newport Beach Dates: May 18, 2010

Department: Psychology/Parent Education Transportation: District transportation

Conference/Activity: Newport Back Bay

Location: Newport Beach

Dates: May 19, 2010; May 20, 2010 and May 21, 2010

Department: Psychology/Parent Education

Transportation: Personal vehicles

Conference/Activity: Aquarium of the Pacific Location: Long Beach Dates: April 9, 2010 Department: Le-Jao Student Activity Club Transportation: District transportation

Action of Co. Pandonal Carlon of the Control of the

honeseving and Manorities

41

Aceneellen

3.02.02 Authorization for Student Trips - Golden West College

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

Againe len Coneil

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.

Alpha Gamma Sigma Honor Society Spring Convention 2010

Location: San Jose, CA
Date(s): April 16-18, 2010
Department: Student Activities

Cost/purpose/funding source: \$2820.00 for registration including food, transportation, miscellaneous

expenses and lodging from Alpha Gamma Sigma Honor Society and/or ASGWC funds.

(Revision is to increase the cost by \$1,000. Prior Board approval: 3/3/10)



Led some led

3.02.03 Authorization for Student Trips - Orange Coast College

Meetina:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Associated Conco

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.

Field Trip for Marine Science 120 Students

Location: Leon Raymond Hubbard Jr. Marine Fish Hatchery, Carlsbad, CA

Date: May 7, 2010

Department: Marine Science

Purpose: Marine Science students to visit a local marine husbandry facility.

Cost/Purpose: No cost to the college

Transportation: District

Field Trip for Biology 185 Students

Location: Crystal Cove State Park, Laguna Beach, CA

Date: May 7-8, 2010 Department: Biology

Cost/Purpose: No cost to the college

Transportation: District

Field Trips for Geology 185 Lab Students

Location: Marble Mountains, Mojave Desert, CA

Dates: April 30-May 2, 2010 Department: Geology

Cost/Purpose: No cost to the college

Transportation: District

Student Senate General Assembly

Location: Los Angeles, CA Dates: April 30-May 2, 2010

Department: Associated Students of OCC

Cost/Purpose: Students to attend Student Senate General Assembly for training and representation at the

State level

Cost/Purpose: NTE \$5,000 for food, lodging, transportation, parking, registration, and other allowable

expenses

Funding Source: ASOCC funds

Transportation: District/personal vehicles

California Speech and Hearing Association Convention

Location: Monterey, CA Dates: April 15-18, 2010

Department: OCC Golden SLPA Club

Cost/Purpose: NTE \$4,145 for registration, food, lodging, mileage, and related expenses for 15 students

Funding Source: ASOCC/fundraisers/club funds

Transportation: Personal vehicles

Northern California Transfer Trip Location: Various Universities Dates: April 22-24, 2010

Department: Counseling/Puente Program

Cost/Purpose: NTE \$7,000 for 35 students in the Puente Program to visit and attend transfer orientations

at San Francisco State University or Stanford University and the University of California Berkeley; students' meal stipend, snacks and beverages, hotel accommodations for students, two Puente coordinators hotel accommodations and meals, bus driver hotel accommodations, and overnight bus parking

Funding Source: ASOCC funds Transportation: District Bus

Men's Crew, Coach: David Grant

Assistant Coach: Matthew Chapman Equipment Driver: Robert Dalrymple

March 26-29, Crew Classic, Mission Bay

April 15-18, Stanford Invitational Regatta, Redwood Shores

April 30-May 3, Winter Intercollegiate Rowing Championships, Lake Natoma May 21-24, American Collegiate Rowing Championships, Oklahoma City, OK

Revision to add driver to event. Original Board approval 2/3/10.

Women's Crew, Coach: Laura Behr

Assistant Coach: Jenna Dubois-Larson Men's Crew, Coach: David Grant Assistant Coach: Matthew Chapman Equipment Driver: Robert Dalrymple

March 26-29, Crew Classic, Mission Bay

April 15-18, Stanford Invitational Regatta, Redwood Shores

April 30-May 3, Winter Intercollegiate Rowing Championships, Lake Natoma May 21-24, American Collegiate Rowing Championships, Oklahoma City, OK

Revision to add driver to event. Original Board approval 2/3/10.

2010 Western Regional Honors Council Conference

Location: Jackson Hole, Wyoming

Date: April 8-11, 2010

Department: Honors Program

Purpose: Nineteen OCC Honors Program students to present their research posters, as well as individual and group oral presentations; one additional student will receive an award for her visual artwork selected for publication by the WRHC annual anthology, *Scribendi*. Two advisors will be present at all times. Cost/Purpose: NTE \$20,000 to include conference registrations, ground transportation, airfare and

luggage fees, lodging, and meals.

Funding Source: ASOCC/donated funds

Transportation: Air

Revision to Previous Board Action to increase expenses/funding sources due to increased number of students and advisors participating and to extend stay for an additional day. Original Board approval 7/15/09.

Credition Arministrative Content

gjener in 1929 het gjene (1,240 komennetine i linde de sittste njentskel kolt koja i njene i fegiti. 🚡 🔻

Expande Ilan

3.03 GENERAL ITEMS

Meeting:

04/07/2010 Regular Meeting 3. Consent Calendar

Category: 3. Consent of Agenda Type: Information Public Access: Yes

Anamedon Conen.

3.03 General Items

Sector (1982), bedievend begrinden in Aldreck in der beschieben der der beschieben der der beschieben der der

Kenteraktional fative Coner

45

Acquellian

3.03.01 Authorization for Special Projects - Coastline Community College

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Leibid Louis Contrac

3.03.01 Authorization for Special Projects -**Coastline Community College**

Retooling on Network Monitors Workshop Date: May 1, 2010; 9:30 a.m. - 5:00 p.m.

Location: Garden Grove Center

Department: Computer Services Technology

Purpose: Instructor Development

Cost/Purpose: No cost to the College or District.

Digital Graphics Applications (DGA) Advisory Meeting

Date: April 16, 2010, 11:30 a.m. - 1:00 p.m. (Revision is to change date from March 25, 2010. Prior

Board Approval: 3/3/10)

Location: Garden Grove Center

Department: Instruction

Purpose: Development and implementation of the Digital Graphics Applications (DGA) program.

Cost/Purpose: NTE \$200/ Materials and Refreshments

Funding Source: Foundation funds

World Fair Event

Date: April 24, 2010; 11 a.m. - 3 p.m. Location: Garden Grove Center

Department: Student Advisory Council Purpose: Student activity for Earth Day

Cost/Purpose: NTE \$2,500/Materials and Refreshments

Funding Source: SAC funds

Chili Cook-Off

Date: May 22, 2010; 11 a.m. to 2 p.m. Location: Garden Grove Center Department: Student Advisory Council

Purpose: Student activity for fundraising and student life Cost/Purpose: NTE \$1,500/Materials and Refreshments

Funding Source: SAC funds

Congress to Campus Event

Date: April 13, 2010; 9:00 -10:30 a.m.

Location: College Center

Department: Planning, Development and Government Relations

Purpose: Government Relations

Cost/Purpose: NTE \$250/Materials and Refreshments

Funding Source: Advocacy funds

Central County Healthcare Expo

Date: May 8, 2010; 9:00 a.m. - 3:00 p.m.

Location: Garden Grove Center

Department: Planning, Development and Government Relations and co-sponsored by Supervisor Janet

Nguyen.

Purpose: Healthcare Expo

Cost/Purpose: No cost to College or District; a fee will be paid by participants.

Children's Book Festival

Date: June 12, 2010; 9:00 a.m. - 2:00 p.m.

Location: Garden Grove Center

Department: Planning, Development and Government Relations, and co-sponsored by Senator Lou

Correa.

Purpose: Community service event to encourage reading.

Cost/purpose: No cost to College or District

All-College Spring Workshop and Barbeque Date: April 23, 2010, 8:30 a.m. – 4:30 p.m.

Location: Garden Grove Center Department: President's office

Purpose: Staff professional development and awards ceremony Cost/Purpose: NTE \$3,000 Speaker, Materials and Refreshments

Funding Source: President's staff development funds

Student Dance Recital

Date: May 30, 2010; 4:00 p.m.

Location: Huntington Beach High School Auditorium

Department: Dance

Purpose: To perform dances learned throughout the school year.

Cost/Purpose: NTE \$1,400/Auditorium rental

Funding Source: General funds

California Association for College and Military Educators Regional Meeting

Date: May 6, 2010; 9:00 - 11:00 a.m. (Revision is to change date. Prior Board Approval 2/17/10)

Location: Garden Grove Center Department: Contract Education

Purpose: To host regional meeting and discuss military education and legislation specific to the State of

California.

Cost/Purpose: NTE \$150/Materials and Refreshments

Funding Source: Student Advisory Council Discretionary funds

Political Science Club

Date: Various dates through May 28, 2010

Locations: Le-Jao Center, Orange County Superior Court and the City of Westminster

Department: Student Advisory Council and Social Sciences

Purpose: To expand students' knowledge of and participation in politics at the local, state and national

levels and provide students with networking and career opportunities.

Cost/Purpose: No cost to the College or District.

Paralegal Club

Date: Various dates through end of Spring 2010 Semester

Location: Costa Mesa Center

Department: Student Advisory Council and Paralegal Studies

Purpose: To expand students' knowledge and practice of law and to provide students pursuing a

certificate in Paralegal Studies with networking and career opportunities.

Cost/Purpose: No cost to the College or District.

Department Service Review Workshop Date: April 13, 2010; 12 noon – 3:00 p.m. Location: Garden Grove Center Department: Instructional Research

Purpose: The Departmental Services Review workshop will engage representatives from administrative

units at the college in the process of conducting program reviews of their departments.

Cost/purpose: NTE \$500/Materials and Refreshments
Funding Source: College Approved Staff Development funds

Statewide Career Pathways Meeting Date: April 2, 2010; 9:00 a.m. – 3:00 p.m.

Location: College Center Department: Academic Senate

Purpose: To discuss current issues related to California community colleges.

Cost/Purpose: No cost to the College or District.

(Administrative Approval: 3/30/10)

Vantage Point Process-Mapping Workshop Date: April 27-28, 2010; 8:00 a.m. – 5:00 p.m.

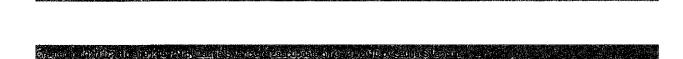
Location: College Center
Department: Contract Education

Purpose: To develop a detailed military student-lifecycle process map and a set of retention/student

service improvement recommendations.

Cost/Purpose: NTE \$300/Materials and Refreshments

Funding Source: SAC Discretionary funds



ACCHIENTINE

3.03.02 Authorization for Special Projects - Golden West College

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

Author leaded and a

3.03.02 Authorization for Special Projects - Golden West College

Golden West College Gala 2011

Date(s): March 19, 2011 Department: Foundation

Purpose: Annual fundraising event

Cost/purpose/funding source: \$80,000 for food/refreshments, supplies, facility rental, printing, auction

services, temporary hourly payroll from Foundation funds.

Fine Arts Gallery Opening Exhibition Jewelry Sales

Date(s): March 11, 2010 Department: Art Department

Purpose: To generate revenue for the Fine Arts Gallery

Cost/purpose/funding source: No cost to the college. Income 20% of total jewelry sales to the Fine Arts

Gallery Foundation funds.

St. Joseph Hospital Health Professions Academy

Date(s): July 19-23, 2010

Department: Health Professions-RHORC

Purpose: RHORC to assist with funding of week-long program for high school students

Cost/purpose/funding source: \$1,000 for program materials and food from RHORC Trust funds.

Golden West College Health Fair

Date(s): April 28, 2010

Department: Student Health Services

Purpose: To host a Health Fair for students, staff and community to promote health awareness.

Cost/purpose/funding source: \$1,000 for promotional items and marketing from Student Health Center

funds.

Huntington Beach Chamber of Commerce Planning Conference

Date(s): March 26, 2010

Department: President's Office

Purpose: Host the HBCC Planning Conference

Cost/purpose/funding source: \$3,000 for food and materials from Discretionary funds.

Staff & Faculty Appreciation Breakfast

Date(s): May 26, 2010

Department: President's Office

Purpose: Recognize award recipients and retirees and show appreciation for staff and faculty.

Cost/purpose/funding source: \$4,000 for food, awards, flowers and supplies from College Discretionary

funds.

Coast Community College District's Chicano/Latino College Day

Date(s): April 23, 2010

Department: President's Office

Purpose: GWC to host the District-wide Chicano/Latino College Day to motivate high school students to

finish high school and pursue a higher education.

Cost/purpose/funding source: \$10,000 for food, facility rental, printing, entertainment, speakers, and other expenses to be paid from ASGWC, ASOCC, ASCCC, Chicano/Latino Day Foundation, GWC Outreach, and District General funds.

Regional Testing Center Coordinator Retreat

Date(s): April 19, 2010

Department: Health Professions-RHORC

Purpose: Provide update on new testing procedures to So Cal test site coordinators

Cost/purpose/funding source: \$1,500 for facility rental, food and supplies from RHORC RTC Trust funds.

Specialized Investigators Academy Graduation

Date(s): May 28, 2010
Department: Criminal Justice

Purpose: SIBC Graduation Ceremony

Cost/purpose/funding source: \$250 for refreshments from Community Hosting ASGWC funds.

End of the Semester Informal Studio Concert

Date(s): May 26, 2010 Department: Dance

Purpose: End of the semester student dance concert

Cost/purpose/funding source: \$500 for performers, facilities, refreshments, supplies, and printing costs to

be covered by \$5 admission fee, Dance Trust, and ASB funds.

End of the Semester Informal Studio Concert

Date(s): December 16-17, 2009

Department: Dance

Purpose: End of the semester student dance concert

Cost/purpose/funding source: \$250 for performers, facilities, refreshments, supplies, and printing costs to

be covered by \$5 admission fee, Dance Trust, and ASB funds.

Student Juried Art Show

Date(s): April 28 - May 13, 2010

Department: Art

Purpose: Student Art Show

Cost/purpose/funding source: \$2,000 for performers, jurors, facilities, refreshments, supplies, and printing

costs from Fine Arts Gallery Foundation and ASB accounts.

Performance at the Chapman University Invitational Choral Festival

Date(s): March 19, 2010 Department: Music

Purpose: GWC Chorale and Chamber Singers performance

Cost/purpose/funding source: \$175 entrance fee from Music Trust funds.

GWC Managers' Retirement Breakfast

Date(s): May 6, 2010

Department: President's Office

Purpose: To celebrate GWC managers retiring this year

Cost/purpose/funding source: \$520 for food from President's Discretionary funds.

President's Advisory Committee Meetings

Date(s): Spring 2010

Department: President's Office

Purpose: Monthly committee meetings

Cost/purpose/funding source: \$800 for refreshments from President's Discretionary funds.

Fine Arts Gallery Opening

Date(s): March 11, 2010 Department: Art Department

Purpose: Fine Arts Gallery opening

Cost/purpose/funding source: \$1,250 for performers, facilities, refreshments, supplies, and printing costs

from Fine Arts Gallery Foundation funds.

(Revision is to increase the cost, change the date, and to remove the admission fee. Previous Board

approval: 3/3/10.)

Move Me Dance Concert Date(s): May 21 & 22, 2010 Department: Dance Purpose: Dance Concert

Cost/purpose/funding source: \$3,000 for performers, facilities, refreshments, supplies, and printing costs to be covered by admission fees (\$12 for General; \$10 ASB/GWC, Seniors and Children under 12) and

Dance Trust and ASB funds.

(Revision is to increase the cost and add a funding source. Previous Board approval: 3/3/10.)

Swingin' Into Spring! Date(s): May 24, 2010 Department: Music

Purpose: Jazz Band Concert

Cost/purpose/funding source: \$1,000 for facilities, refreshments, supplies, and printing costs to be covered by admission fees (\$12 for general; \$10 ASB/GWC, seniors and children under 12) and Jazz Band Trust and ASB funds.

(Revision is to add another funding source. Previous Board approval: 3/3/10.)

Sounds Like Jazz to Me Date(s): May 10, 2010 Department: Music

Purpose: Jazz Improvisation Ensemble Concert

Cost/purpose/funding source: \$1,000 for facilities, refreshments, supplies, and printing costs to be

covered by \$5 for admission fees and Dance Trust and ASB funds.

(Revision is to add another funding source. Previous Board approval: 3/3/10.)

GWC Spring Concert Date(s): May 18, 2010 Department: Music

Purpose: Symphonic Band Concert

Cost/purpose/funding source: \$1,000 for facilities, refreshments, supplies, and printing costs to be

covered by \$10 admission fees and Symphonic Band and ASB funds.

Berger (Provider), 1990, in distillation Policy Construction by the production and a second of the Construction From

(Revision is to add another funding source. Previous Board approval: 3/3/10.)

Celebramia Conceptance Contine-

Accidence

3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: 04/07/2010 Regular Meeting Category: 3. Consent Calendar

Category: 3. Consent Calend Agenda Type: Action (Consent)

Public Access: Yes

kendeden Genen

3.03.03 Authorization for Special Projects - Orange Coast College

OCC Women's Soccer Tournament

Date: May 1, 2010

Department: OCC Soccer Field

Purpose: Kevin Smith, OCC Women's Soccer Coach, to host event to bring community members to the OCC campus and promote awareness of the college facilities and the women's soccer program; it will also

raise money for the program.

Cost/Purpose: No cost to the college

Orange Coast College Classified Staff Luncheon

Date: April 28, 2010

Department: Classified Staff Development

Purpose: Annual event to build camaraderie and morale within the classified ranks; includes a

motivational speaker, classified awards, donated door prizes, and special presentation by campus staff.

Cost/Purpose: Luncheon expense

Funding Source: President's ancillary/Staff Development funds

Music Festival – Voice Competition

Date: April 17-18, 2010

Department: Music Department/Visual & Performing Arts

Purpose: Student and community outreach

Cost/Purpose: Co-hosted by Rotary Club International; No cost to the college

Music Festival Date: April 15, 2010

Department: Music Department/Visual & Performing Arts

Purpose: Festival hosting the Newport Mesa School District's Honor Choir

Cost/Purpose: No cost to the college

Music Festival Date: May 26, 2010

Department: Music Department/Visual & Performing Arts Purpose: Music Department/Visual & Performing Arts

Cost/Purpose: Instrumental clinic for band students of Newport Mesa School District; No cost to the

college

Region 8 Drive-In Conference

Date: April 23, 2010

Department: Student Services

Purpose: Host Student Services conference and workshops

Cost/Purpose: No cost to college; cost to be determined by number of participants to be paid from

registration income

Area Code Baseball/Student Sports Date: July 5-7 and July 15, 2010 Department: Physical Education & Athletics

Purpose: Promote awareness of campus, facilities, and baseball program while also bringing many

recruitable athletes to the OCC campus Cost/Purpose: No cost to the college

End-of-Year Banquet Date: May 8, 2010

Department: OCC Circle K Club

Purpose: Celebrate the year's accomplishments and Circle K members

Cost/Purpose: No cost to the college

Puente Matriculation Dinner

Date: April 7, 2010

Department: Counseling/Puente Program

Purpose: Dinner for 80 current and continuing students in the Puente Program and Puente alumni; guest

speakers to motivate and inform students on higher education and transfer

Cost/Purpose: NTE \$1,500 for dinner Funding Source: ASOCC funds

Architecture Open House and Job Fair

Date: May, 2010

Department: Staff Development

Purpose: Promote and showcase student work to expand programs

Cost/Purpose: NTE \$1,000 for lunch expense Funding Source: Staff Development funds

Children's Center 40th Anniversary Open House

Date: May 7, 2010

Department: Harry & Grace Steele Children's Center

Purpose: Host 40th birthday celebration and to honor those who have given to the center during this time

Cost/Purpose: NTE \$1,200 for refreshments, printing of brochures, and honor plagues

Funding Source: Foundation funds

International Center Office Workshop

Date: May 14, 2010

Department: International Center

Purpose: Plan goals and objectives for the International Center; Student Learning Outcome (SLOs)

assessment, and program review; to be held at the OCC Sailing Center

Cost/Purpose: NTE \$300 to include food and beverages

Funding Source: International Center Funds

OCC Town Hall Meeting Date: April 15, 2010

Department: Student Government of OCC/OCC Town Hall Committee Purpose: Inform students of budget cuts and provide a voice for students

Cost/Purpose: NTE \$1000 for equipment rental, setup, supplies, refreshments, and related expenses

Funding Source: ASOCC funds

Testing for Sexually Transmitted Infections

Date: April 8-30, 2010

Department: OCC Student Health Center

Purpose: Free testing by the Orange County Health Care Agency (OCHCA) for OCC students as part of STI Awareness Month; health professionals from the OCHCA will work with Student Health Center staff to provide testing services, consultations, and treatment of positive tests in a confidential manner in

accordance with community public health standards.

Cost/Purpose: No cost to college or to individual students for this service.

Graduation Barbeque Date: May 26, 2010

Department: Associated Students of OCC

Purpose: Graduation barbeque for OCC graduates

Cost/Purpose: NTE \$2,500 for lunch, supplies, and miscellaneous expenses

Funding Source: ASOCC funds

Congress to Campus Date: April 11-13, 2010

Department: Associated Students of OCC

Purpose: Various events in support of the Congress to Campus event/visit

Cost/Purpose: NTE \$2,000 for supplies, materials, refreshments, meals, and miscellaneous expenses

Funding Source: ASOCC funds

Mu Alpha Theta Induction Dinner

Date: May 7, 2010

Department: Mu Alpha Theta (Mathematics Honor Society)

Purpose: Reception dinner in the OCC Captain's Table to recognize new honor society members Cost/Purpose: NTE \$2,000 for food, beverages, printing, decorations, gifts for inductees, and other

related expenses

Funding Source: Mu Alpha Theta/ASOCC funds

Welcome Center Meetings and Events

Date: Spring 2010 Semester Department: Student Services

Purpose: To host prospective students visiting OCC

Cost/Purpose: No cost to the college

OCC Chamber Singers Chorale Concert

Date: May 2, 2010

Department: Music Department/Visual & Performing Arts

Purpose: Student and community outreach; to be held at Newport Harbor Lutheran Church

Cost/Purpose: Facility Fee; free to public with donation opportunity

Funding Source: NTE \$250 from ASOCC funds

Harbour Chronicles Exhibition Closing Event Book Signing

Date: April 8, 2010

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

Purpose: Reception closing for students and public

Cost/Purpose/Funding Source: NTE \$1,000 from Shared Co-Curricular/ASOCC for refreshments and

other reception costs

Revision to Board item to change date of event. Original Board approval 7/3/10.

લ્લીનાલામાં જેલામાં કાલાજ ઉભાગમ

Acetalogical

3.03.04 Authorization to Apply for Funded Programs

Meeting: 04/07/2010 Regular Meeting
Category: 3. Consent Calendar

Agenda Type: Information Public Access: Yes

Arencer tem Contest

3.03.04 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 Chancellor or Vice Chancellor of Administrative Services be authorized to sign any related documents as appropriate.

a. 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. The 2nd year of this grant has received an extension from June 30, 2010 to December 31, 2010. The new grant dates will be between February 1, 2009, to and including February 28, 2011.

b. Coast Community College District has been awarded funding for the California Community Colleges Chancellor's Office SB70/SB1133 grant titled "Evaluation". This will be the third year of funding for this grant. The District Office in collaboration with WestEd will receive funding to develop a System-wide evaluation of the Career Technical Education/Economic and Workforce Development Pathways initiatives. The goal is to provide an in-depth review of how funded programs are working at the local level, their

ongoing achievement of objectives and activities, and outcomes, and then inform interested stakeholders and policy makers of what is working, what areas need improvement, and recommend future funding needs. WestEd, through a subgrantee agreement with the District Office, will evaluate the impact of the SB70 initiative and those Career Technical Education/Economic and Workforce Development pathway grants funded through this initiative. All oversight of this grant and subgrantee agreement will be handled through the District Educational Services department.

Fiscal Impact: Coast Community College District will receive \$827,586 between February 1, 2010, to and including January 31, 2011. No matching funds required.

c. Coast Community College District has applied for funding from the California Community Colleges Chancellor's Office Governor's Career Technical Education Initiative (SB70/SB1133) grant titled "Career Technical Education Community Collaborative — Workforce Innovation Partnership". The Coast Community College District is the lead administrative partner for the CTE Community Collaborative project. As an extension of this project this additional funding will be used to further expand the GWC Automotive Service Technicians & Mechanics pathway into hybrid/electric vehicle technology. This will be accomplished by: creating teams of secondary & post secondary CTE and Academic instructors; infusing concepts of hybrid/electric vehicle technology & STEM into secondary curriculum; adding STEM concepts into post secondary curriculum utilizing team-created hands-on projects; infusing real-world examples & experiences into the project-based learning through faculty externships hosted by industry partners Mazda, Nissan, Honda or Mitsubishi; creating projects in video format to engage students & augment the technology skills of the faculty; renewing existing high school articulation agreements & initiating articulation with baccalaureate programs to offer a 2+2+2 program of study; and developing a model program that will be showcased & utilized both regionally & statewide.

Fiscal Impact: If funded, Coast Community College District will receive \$150,000 from May 1, 2010, to and including February 29, 2012. There are matching funds of 10% (\$15,000) required for this funding. All matching funds will be in-kind contributions of industry partners for the externship program as well as staff time of deans and project director and facility usage from Coast District.

d. Golden West College has re-applied for funding from the County of Orange for a project titled: "Mental Health Training for Law Enforcement Officers". The training shall provide training to a minimum of three hundred attendees to indentify the needs of mental health, substance abuse, homeless, and dual diagnosis clients; to integrate mental health crisis management techniques; and to correct law enforcement procedures when approaching consumers who are experiencing a mental health crisis. This grant proposal is a renewal request.

Fiscal Impact: If funded, Golden West College will receive a fee for service up to \$67,395 from July 1, 2010 to June 30, 2011.

e. Orange Coast College has been awarded the California Department of Education, Child Development Division grant titled "Harry & Grace Steele Children's Center Instructional Materials Grant". The Children's Center has been receiving funds to subsidize childcare for low-income student-parents since 1978. OCC provides comprehensive child development services that include: quality childcare for student-parents enrolled at OCC, a food and nutrition program, parent enrichment and resource/referral services. The school-age programs serves school age children after school during the traditional academic year and 6-12 year old children in a day camp environment throughout the summer. (See Attachment #1)

Fiscal Impact: The Children's Center receives grant funds for purchase of Instructional Materials through California State Department of Education, Child Development for instructional supplies as a supplement to OCC's General Child Care Grant. The amount for fiscal year 2009-2010 is \$707. **A separate resolution**

is required as part of this grant and is included in the Resolution section of the Board agenda.

f. Orange Coast College has been awarded funding for the American Recovery and Reinvestment Act and WIA 15% Governor's Discretionary Fund sub grant titled "Emergency Medical Technician Program". The purpose of the sub-agreement is to provide training to Emergency Medical Technician students who meet the criteria for the Workforce Investment Act's disadvantaged adult criteria. The scope of the contract includes providing weekend training for three semesters beginning June 2010 through April 2011. Spring 2011 will be accelerated due to the terms and conditions specific in the sub agreement.

Fiscal Impact: Orange Coast College will receive \$193,647.30 between February 1, 2010, to and including June 30, 2011. Ten percent will be awarded until all the sub grant exhibits have been completed and received by the Employment Development Department.

Munal KandusativeConen
cologych (22/f)) 2010 - 10/f2 (3/10) - 3 f maggarott, that under the relation of the algebraic

Avolatelet: Mane

3.03.05 Authorization for Disposal of Surplus

Meeting:

04/07/2010 Regular Meeting

explorence of a file of a service of a construction of the constru

Category:

3. Consent Calendar

Artiflere Attinifisiefty (second - - -

Agenda Type: Action (Consent)

Public Access: Yes

Komie konGonat

040710Surplus.pdf

				•
ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ORANGE COAST COLLEGE				I. WALL MODEL
File Cabinet				Р
Paper cutter table			PCD	Р
Copier	9056956	535	FWK-001729	Р
Copier		FP-D250	CAWMB 312048	1
Monitor -	9058100	M782	MX-08G157-47603-355-B657	. Р
Monitor	9058102	M782	MX-08G157-47605-36G-BCD9	Р
Monitor	9058096	M782	MX-08G157-47605-373-BJ8F	Р
Monitor	9058098	M782	MX-08G157-47605-373-BJ8N	Р
Monitor	9058094	M782	MX-08G157-47605-373-BJ07	Р
Monitor	9058092	M782	MX-08G157-47605-373-BJ3W	P
Monitor	9058104	M782	MX-08G157-47605-373-BJ42	Р
Monitor	9058090	M782	MX-08G157-47605-373-BJ3V	Р
Monitor	9058106	M782	MX-08G157-47605-373-BJ41	P
Projector	9047401	PLC-SP20N	G1201509	1
Monitor	9071471	9227-AC1	V2-AFN83	ı
Monitor	9047677	C7ES	80R138360403	ı
Monitor	9011780	DCM-1488	M3328008656	1
Monitor	9058432	1703FPs	MX-02Y311-47605-39B-DX53	i
Monitor	9049721	1703FPs	MX-02Y311-47605-3A2-AFVX	l
Monitor	9058474	1703FPs	MX-02Y311-47605-39B-DX52	I
Monitor	9060173	2001FP	CN-0C0646-46633-564-0PPL	I
Computer	9025485		III9048882	1
Computer	9065210	8811DU	LKTZMYO	I
Printer	9055780	Phaser 3450	PMY006946	I
Printer	9060290	Phaser 3450	PMY014610	1
APC Smart UPS	9058631	1500UPS	AS0346231333	1
Box of Keyboards, mice, speakers hard drives, surge protectors				l
Chair	9046134	11516	was	ı
Printer	9046185	C6429A	MY06K1716D	I
Computer	9053644	DHM	GKYS521	I
Computer	9053764	DHM	6C2PK21	l
Computer	9053765	DHM	BC2PK21	1
Projector	9055208	LC-XNB4M	G37A4075	1
Projector	9055207	LC-XNB4M	G39S4039	1
Monitor	9058391	1703FPs	MX-02Y311-47605-39B-DVXT	

				Garpias
ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Monitor	9069339	1707PFc	CN-0CC352-64180-692-469S	1
Monitor -	9058835	1800FP	MX-07R477-48323-3AM-03KG	1
Overhead Projector	9021914	213	229295	i
Cot	21	Po Storm		Р
Cot	22		w==	Р
Cot -	23 -			Р
Cot	24			Р
Lab chair				Р
VCR		Sony		Р
Step stools (2)				Р
Misc audio/visual cords, supplies, etc				Р
Tape deck	9019195	Yamaha		Р
VHS tapes				Р
Chairs (6)				Р
Tables (3)	Ī			Р
Cylinder table				Р
Chairs (6)				Р
Chairs (6)		a.++a		Р
Tables (4)				Р
Headphones		Infrasound		Р
Headphones		KE1213		Р
Antenna				1
Headphones		9340 250KHZ		I
Black wire				1
Lablemaker		Dymo		ı
Printing cartridge		PC201		Р
Typewriter		ML300		ı
File drawer				P
Toner cartridges (2)		113R180		Р
Centrifuge	9046461		144081	Р
Ophthalmoscope	9019217	71100		Р
Ophthalmoscope	9023666	711100	ene	Р
Floor lamp				P
Podium top				P
Camera		Ricoh		P
Ice trays (6)				P
Ice tray				Р

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Blood pressure gauges (2)				Р
intercom				Р
Label printer		Dymo		ı
Labelwriter label printer				1
Wheelchair	9035770			Р
Thermometer -	·		West T	Р
Projector	9034964	DH1800ARJC	201949	1
Monitor	9053748	1800FP	KR-07R477-35830-2AU-0BWN	ı
Chair	9034667			ı
Chair	9023940			J
Chair	9023840			<u> </u>
Chairs (4)				1
GOLDEN WEST COLLEGE		<u></u>	<u> </u>	
Shoulder machine	9041708	Nautilus	118179	F
Chest machine	3001165	Nautilus	118292	F
Leg machine	9042662	PFW8800	0101-010	F
Back machine				F
Leg machine				F
1000 Watt Light	S-128	44N8		1
1000 Watt Light	S-138	44N8		ı
1000 Watt Light	S-140	44N8		l l
20-Channel Keyboard with Meters	9027242	WR-T820 / TM20	8580020 / 511012	
Antenna Distribution Amp	9027507	ATW-R10	022052	
APC Chassis		SYHF6KT	ED0236001248	F
APC Chassis		SYHF6KT	ED0237001124	F
APC Chassis		SYHF6KT	ED0236000029	F
APC Chassis		SYHF6KT	ED0337000766	F
Audio Console	9029329	LLC-2000MH	Section 1	Ī
Audio Noise Reducer	3003959	CR-3M	35800624	1
Audio Noise Reducer		CR-3M	35000436	l
Audio Noise Reducer		CR-3M	35600035	1
Audio Storage Unit		LW-2000H	20031	
Audio Storage Unit		LW-2000H	20037	!
AV Control Unit		LLC-2000MH	20003	1
Battery Module	 	SYBT2	ED0239001570	F
Battery Module		SYBT2	ED0239001581	<u>.</u>
Battery Module		SYBT2	ED0238002131	 F
		L		<u> </u>

				-
ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Battery Module		SYBT2	AD0518260552	F
Battery Module		SYBT2	ED0239001564	F
Battery Module		SYBT2	QD0329250919	F
Battery Module		SYBT2	ED0252000144	F
Battery Module		SYBT2	AD0518260550	F
Battery Module -		SYBT2	ED0239001967	· F
Battery Module		SYBT2	ED0239001912	F
Battery Module		SYBT2	AD0518260580	F
Battery Module		SYBT2	PD0446111195	F
Battery Module		SYBT2	ED0239001968	F
Battery Module		SYBT2	QD0329250921	F
Battery Module		SYBT2	QD0329250982	F
Battery Module		SYBT2	CD0319110920	F
Battery Module		SYBT2	AD0544261093	F
Cassette Recorder	09051	EV-\$900		ı
Copier	9027733	FP-7722	AIEKB317119	ı
Computer	9042501	G4	XB0470U1JNX	1
Computer	9061621	Imac	QT22138QMAY	
Computer	9029895	P3	25212	ı
Computer	9037383	P3	27971	I
Computer	9038857	P3	41006	Р.
Computer	9038916	P3	40854	ı
Computer	9038926	P4	40859	
Computer	9038981	P3	13790	1
Computer	9041210	P3	40577	
Computer	9041338	P3 .	26633	ı
Computer	9042026	P3	40743	ı
Computer	9042031	P3	40872	ı
Computer	9042039	P3	41012	ı
Computer	9042114	P3	40116	ı
Computer	9042313	P3	40958	ı
Computer	9042414	P3	41425	1
Computer	9042421	P3	40869	ı
Computer	9044545	Р3	42163	ı
Computer	9044569	P3	42164	P (
Computer	9044570	P3	42160	
Computer	9048849	P3	43408	P

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	9048891	P4	43611	1
Computer	9048965	P3	43664	Р
Computer	9048987	P4	43788	i
Computer	9050085	P3	42203	ı
Computer	9050273	P3	43775	Р
Computer	9050432	P4	43676	Р
Computer	9050441	P3	43647	Р
Computer	9051942	P3	43237	Р
Computer	9051964	P3	43195	P
Computer	9061599	P3	43770	l I
Computer	9062000	P3	40882	Р
Computer		P3	42205	1
Computer		P3	41409	ı
Computer		P3	41996	Р
Computer		P4	43317	1
Computer		P4	40114	ı
Digital Camcorder Lense		WV-LZ14/12A	82A09019	I
Digital Camera	00636	WV-D5000	83A00170	1
Digital Camera	9027549	AG-460	I2HT00263	ı
Diversity Receiver	9027508	ATW-R10	944212	1
Diversity Receiver	9027509	ATW-R10	944319	1
External CD Drive		104215	10213249	I
External CDROM		CDDVD482	3JAE140499	ı
External Hard Drive	9013989	1000		1
External Zip Drive		Zip100	0012367	1
Facsimile	9061523	Fax 910	MY01PE2265TA	1
Graphic Equalizer		EQ-230	430112	ı
Headphone Panei		EU-20C	11530	ı
Headphone Panel		EU-20C	118244	1
Headphone Panel		EU-20C	11524	
Headphone Panel		EU-20C	118241	
Headphone Panel		EU-20C	118243	ı
Headphone Panel	 -	EU-20C	11529	
Headphone Panel		EU-20C	11525	1
Headphone Panel		EU-20C	11259	<u> </u>
Headphone Panei		EU-20C	118242	
Headphone Panel		EU-20C	11252	

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR
Headphone Panel		EU-20C	11260	I=IRREPARABLE(
Headphone Panel		EU-20C	11256	
Headphone Panel		EU-20C	11257	1
Headphone Panel		EU-20C	11253	<u> </u>
Headphone Panel		EU-20C	11254	<u> </u>
Headphone Panel		EU-20C	11522	
Headphone Panel		EU-20C	11523	· · · ·
Headphone Panel		EU-20C	11251	<u> </u>
Headphone Panel		EU-20C	11255	<u> </u>
Headphone Panel		EU-20C	11528	1
Headphone Panel		EU-20C	118250	
Headphone Panel		EU-20C	118246	ı
Headphone Panel		EU-20C	118249	ı
Headphone Panel		EU-20C	118245	1
Headphone Panel		EU-20C	118248	ı
Headphone Panel		EU-20C	12324	i
Headphone Panel		EU-20C	12323	ı
Laptop	9029073	Thinkpad 770ED	78-C3896	ı
Laptop	9029131	Thinkpad 770ED	78-G1909	ı
Laptop	9050033	Satellite 1800	22103611P	J
Laptop		1	91AN201070L	Į.
Main Intelligence Module		SYMIM3	ED0236000838	F
Main Intelligence Module		SYMIM3	ED0337000732	F
Main Intelligence Module		SYMIM3	ED0220000869	F
Main Intelligence Module		SYMIM3	ED0237000962	F
Monitor	9050221	LCD1850E	205015154	ı
Monitor	9051033	151MP	RB15H4MT301569R	ı
Monitor	9051346	CINEMA DISPLAY	N53391NVNAF	P
Monitor	9063922	Cinema Display	N54210Z7NAF	1
Monitor	9063923	Cinema Display	N54210ZANAF	Р
Monitor	9067888	LCD1850E	205015535	Р
Monitor	9036129	XJ700T	HD73J4011449	Р
Monitor	9037116	XJ700T	HD73J4011456	Р
Monitor	9037134	XJ700T	MH73J1002371	Р
Monitor	9037137	ХJ700Т	HD73J4011457	P
Monitor	9037580	XJ700T	HD73J4011908	1
Monitor	9038838	786FD	HDF1K2005391	1

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Monitor	9042032	786FD	HDF1K1007048	Р
Monitor	9044584	786FD	HDF1K3004428	Р
Monitor	9044588	786FD	HDF1K4999584	Р
Monitor	9044590	786FD	HDF1K4000758	Р
Monitor	9050064	DP2060u	103105286	Р
Monitor	9050140	Diamond Plus 73	2250951YJ	1
Monitor	9050306	Pro920	205D11235	Р
Monitor	9050408	XJ700T	HD73J4011924	Р
Monitor	9050523	C5DYE	33G804380035	F
Monitor		V95	2J91202179	Р
Monitor		Synmaster 550S	DT15HCENB07219H	Р
Monitor		DX700T	MH1IB001350	Р
Multi-Deck Controller		888445-2	304772	ı
PA Speaker		PB-25	MV07153	i
Power Amp		D-150	D8509	1
Power Amp		D-150	D4060	. 1
Power Amp		D-150	F4065	1
Power Module		SYPM2KU	QD0235150612	F
Power Module		SYPM2KU	QD0235150164	F
Power Module		SYPM2KU	QD0235250267	F
Power Module		SYPM2KU	QD0329351158	F
Power Module		SYPM2KU	QD0234250032	F
Power Module		SYPM2KU	QD0235350098	F
Power Module		SYPM2KU	QD0515150290	F
Power Module		SYPM2KU	QD0329151759	F
Power Module		SYPM2KU	QD0520150232	F
Power Module		SYPM2KU	QD0520150248	F
Power Module		SYPM2KU	QD0440250283	F
Power Module		SYPM2KU	QD0235150415	F
Printer B/W	3002850	laserjet 4	JPRG001623	. 1
Printer B/W	9011854	LaserJet 4M	JPBG065303	P
Printer B/W	9013679	LaserJet 4MP	USCB029472	
Printer B/W	9017445	LaserJet 5N	USKC063693	
Printer B/W		LaserJet 5si	USDF015860	1
Printer B/W		LaserJet 5si mx	USDK000690	
Printer B/W		Laserjet 6P	USBD008116	-
Printer B/W		LaserJet 5N	USKB062910	P

		I		CONDITION
ITEM DESCRIPTION	ASSET	MOĐEL NO.	SERIAL NO.	F=FAIR
	NO.			P=POOR I=IRREPARABLE(
Printer B/W	9026919	LaserJet 4000TN	USEF074983	I
Printer B/W	9029927	Laserwriter 8500	XH90YP9WX	ı
Printer B/W	9030927	LaserJet 8000N	USCB018757	1
Printer B/W	9037413	LaserJet 1100A	USJC046279	1
Printer B/W	9044916	N2125	LE9016323	I
Printer B/W	9061699	N2125	LE9033364	1
Printer B/W	9061735	Stylus 880	CMR1540605	l
Printer B/W	9062551	N2125	LE9028717	ı
Printer B/W	9067026	1044CT	818D002	ı
Printer Color	9013702	Deskjet 855CXI	SG62C160JQ	1
Printer Color	9042360	DeskJet 930C	MY02P142MV	1
Printer Color	9061601	Deskwriter 694c	SG71R1B2GP	l l
Printer Color	9061761	Stylus 880	CMR1540597	1
Printer Color	9038757	LaserJet 4500N	JPHAD08146	ı
Printer Color	9051322	Color LaserJet 2500	CNGDC07540	I
Printer Color	9061389	Laserjet 5550dn	JPFC58G02Y	ı
Printer Multifunction	9052144	Image Class D760	JHJ26699	1
Projector Overhead	1003	20400	2410	l (
Projector Overhead	2712	301	4112057	I
Projector Overhead	735	20400	2636	1
Projector Overhead	9027688	EX-5500S	1808	I
Projector Panel		QA-BL2	007580	I
Redundant Intelligence Module		SYRIM3	ED0236001926	F
Redundant Intelligence Module		SYRIM3	ED0237000927	F
Redundant Intelligence Module		SYRIM3	ED0236000828	F
Redundant Intelligence Module		SYRIM3	ED0337000712	F
Reel Projector	2600	1623	4122047	1
Reel Projector	5632	ST-180EM	597249	1
Scanner	9015660	M3096E+	B01L-4560-0005A	1
Scanner		Astra 600S	H6B0P730187	1
Server	9050530	Sun Blade 100	TT11109922	Р
Slide Maker	3000232	HQ	50001035	I
Slide Projector	3000597	Ektagraphic III	A-158498	ı
Stepdown Transformer		SYTF2	XA0241005200	F
Stepdown Transformer		SYTF2	XA0241005201	F (
Stepdown Transformer		SYTF2	XA0241005199	F
Stepdown Transformer		SYTF2	XA0335000103	F

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Switcher	3000225	System 10	128718	1
TV	4927	KV-1217	551135	Р
TV	9050191	T19408	C295DA15K	1
Typewriter	3003045	Electra		1
UPS Battery Backup	ne	BCPro 850	F02798374	ı
UPS Battery Backup		BC3774	Y00000930	1
VCR	00611	AG-2400	B8TA00964	ı
VCR	00612	AG-2400	B8TA00235	i
VCR	00617	AG-2400	B8TA00010	ı
VCR	3003118	SV-3500	XA8519D015	1
VCR	9042262	PV-VS4820	D0SA214015	ı
VCR	9062576	pv-v4525	C5IA21434	I
VCR	9062578	pv-v4525	B5IC23148	Į.
VCR		SL-2410	31245	I
VGA to RGB Converter	3000226	RGB109+	128666	1
Video Switcher	9038670	PVI-83L	933	1

Average Con

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

Meeting:

04/07/2010 Regular Meeting

Category: 3.

3. Consent Calendar

Agenda Type: Information Public Access: Yes

regiment and present

3.03.06 Authorization to Enter Into 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.

CHILD DEVELOPMENT: STEPPING STONES North Carolina Community College System (NC) Term of Agreement: January 1, 2010 – May 31, 2010

CYCLES OF LIFE: EXPLORING BIOLOGY North Carolina Community College System (NC) Term of Agreement: January 1, 2010 – May 31, 2010

MASTERING THE COLLEGE EXPERIENCE North Carolina Community College System (NC) Term of Agreement: January 1, 2010 – December 31, 2012

Oregon Community College Distance Learning (OR)
Term of Agreement: January 1, 2010 – December 31, 2010

PSYCHOLOGY: THE HUMAN EXPERIENCE
North Carolina Community College System (NC)
Torm of Agreement: Sentember 1, 2010 - Decem

Term of Agreement: September 1, 2010 - December 31, 2014

TRANSITIONS THROUGHOUT THE LIFE SPAN Collegeanywhere (NJ)

Term of Agreement: January 1, 2010 - May 31, 2010

Los Angeles Community College District (CA)

Term of Agreement: September 1, 2009 - August 31, 2012

North Carolina Community College System (NC) Term of Agreement: January 1, 2010 – May 31, 2010

University of Cincinnati -- Raymond Walters College (OH) Term of Agreement: March 29, 2010 -- March 28, 2011

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

Aconomizanthisted valenton

Acong Man

3.03.07 Approval of Clinical Contracts - Golden West College

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

Aspheeliemsenien

3.03.07 Approval of Clinical Contracts - Golden West College

After review by the College President and CCCD General Counsel, it is recommended by the Chancellor that the Board approve the clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum.

RENEWAL

Huntington Beach Union H.S.D., Community Day School Agreement Westminster, California April 1, 2010 – March 31, 2015 Compensation – None Standard Clinical Affiliation

Mount St. Mary's College Agreement Los Angeles, California December 1, 2010 – December 1, 2013 Compensation – None Non-Standard Clinical Affiliation

NEW

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

tretitional Crimateralism Seacher

States entret in the first section of the contract of the cont

3.03.08 Approval of Clinical Contracts - Orange Coast College

Meeting:

04/07/2010 Regular Meeting

Category: Agenda Type: Action (Consent)

3. Consent Calendar

Public Access: Yes

Actaick than Contan

3.03.08 Approval of Clinical Contracts - Orange Coast College

After review by district's general counsel, and the College President, it is recommended by the Chancellor that authorization be given to enter into clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum. It is further recommended that the Board President, or designee, be authorized to sign this agreement and any related documents, indicating approval by the Board of Trustees. (Only copies of non-standard agreements are attached to each Trustee's Agenda.)

NEW

Dr. Tuan-Kiet Q. Ly, DDS Standard Clinical Affiliation Agreement

Costa Mesa, CA

Term: April 8, 2010 to April 1, 2015

Compensation: None

Dr. Theodore Benaderet, DDS Standard Clinical Affiliation Agreement

Westminster, CA

Term: April 8, 2010 to April 1, 2015

Compensation: None

Speech Pathology Associates Standard Clinical Affiliation Agreement

Irvine, CA

Term: April 8, 2010 to March 1, 2015

Compensation: None

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

Legite of the Continuent of th

/40 (Section (Section)

3.03.09 Approval of Standard Agreements - Coastline Community College

Meeting: 04/07/2010 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information Public Access: Yes

Action Removement

3.03.09 Approval of Standard Agreements - Coastline Community College

Approve Standard Scope of Work

3.03.09.01 Approve District Standard Scope of Work #2010-07 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-07 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the design and development of a training session on how to work in high temperature environments. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$2,200 revenue upon completion of project.

3.03.09.02 Approve District Standard Scope of Work #2010-08 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-08 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the design and development of a two-day training program for company representatives to effectively manage contractors on construction projects. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$22,000 revenue upon completion of project.

3.03.09.03 Approve District Standard Scope of Work #2010-09 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery

of Instructional Courseware and Services.

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-09 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the design, development, delivery and evaluation of a 3-4 hour blended learning course for Title V compliance. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$9,900 revenue upon completion of project.

3.03.09.04 Approve District Standard Scope of Work #2010-10 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

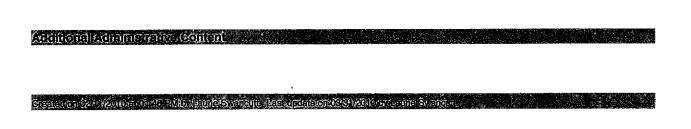
After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-10 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the design, development, delivery and evaluation of a distance learning and classroom workshop for instrumentation. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$28,850 revenue upon completion of project.

3.03.09.05 Approve District Standard Scope of Work #2010-11 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-11 under the Master Services Agreement between Chevron Products Company and the Coast Community College District to design, develop, deliver and evaluate a face-to-face training course for safe confined space entry for engineers. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$6,600 revenue upon completion of project.



दिल्डिक्टिसिस्स

3.03.10 Approval of Standard Agreements - Golden West College

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

Acterial Lear Content

3.03.10 Approval of Standard Agreements - Golden West College Approve Standard Agreement with GWC Child Development Center/Boys and Girls Club of Huntington Valley for Child Care for CalWORKs Student

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the standard agreement between GWC Child Development Center/Boys & Girls Club of Huntington Valley and the Coast Community College District for child care for CalWORKs student, Jenifer Katich from February 1, 2010 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: \$4,700 paid from SCW Child Care CalWORKs funds.

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: Hinrichs, Nick

Scope: Assist in classroom activities, group discussions and student interactions.

Department: Counseling

Term: April 8 - December 20, 2010

Cost/Source of Funds: Unpaid/Non-sponsored

Erocetinistati avo inflictiones era centrales

3.03.11 Approval of Standard Agreements - Orange Coast College

Meeting:

04/07/2010 Regular Meeting

Category: Agenda Type: Action (Consent)

3. Consent Calendar

Public Access: Yes

Aignie lan Conen

3.03.11 Approval of Standard Agreements - Orange Coast College

Approval of Standard Agreement between SEIU UHW-West & Joint **Employer Educational Fund and Coast Community College District for** the Purpose of Offering Math Placement Testing

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve a standard agreement between SEIU UHW-West & Joint Employer Educational Fund and Coast Community College District for the purpose of offering math placement testing. It is further recommended that the Board President, or designee, be authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: OCC Extended Education to receive \$300 revenue for this contract.

e esternor (Antalyzi) (Praco) ca ente antarrenna victor describación de describación este victor asient descri

DONG WASHINGTON

म्हाना संग्रह

3.03.12 Approval of Standard Agreements - District

Meeting:

04/07/2010 Regular Meeting 3. Consent Calendar

Granden 1920 an 1920 an an 1930 an 193

Category:

Agenda Type: Action Public Access: Yes

Acquestantements

3.03.12 Approval of Standard Agreements - District

NONE

75

replisioners.

3,03,13 Authorization for Purchase of Institutional Memberships - Coastline Community College

Meeting:

04/07/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Information Public Access: Yes

keanstalien Conca

3.03.13 Authorization for Purchase of Institutional Memberships - Coastline Community College

New

Name and Acronym: National Association of Institutions for Military Education Services (NAIMES)

Term of Membership: January 1, 2010 - December 31, 2010

Cost: \$500

Purpose: A consortium of colleges and universities committed to promoting high quality educational

opportunities for the military community.

Renewal

Name and Acronym: American Bar Association (ABA)

Term of Membership: January 1, 2010 - December 31, 2010

Cost: \$900

Purpose: 2010 ABA approved program annual fee for Paralegal Studies Program.

Name and Acronym: Orange County Hispanic Chamber of Commerce (OCHCC)

Term of Membership: April 1, 2010 - March 31, 2011

Cost: \$250

Purpose: Membership will provide access to Chamber businesses to market and network the programs

offered through Coastline Community College/Orange County One-Stop Center.

Name and Acronym: Professionals in Human Resources Association (PIHRA)

Term of Membership: April 1, 2010 - December 31, 2010

Cost: \$125

Purpose: Membership will provide access to PIHRA businesses to market and network the programs

offered through Coastline Community College/Orange County One-Stop Center.

Specific St. (Comparing the Company of Securetic and are decided a straightful program of security

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

Term of Membership: July 1, 2010-June 30, 2011

Cost: \$17,453

Purpose: Essential membership required to maintain the College's accreditation and eligibility for state,

federal, and veterans' programs.

/: (Granter I Cam)

3.03.14 Authorization for Purchase of Institutional Memberships - Golden West College

Meeting:

04/07/2010 Regular Meeting 3. Consent Calendar

Category: 3. Con Agenda Type: Action

Agenda Type: Action Public Access: Yes

Arandallen concu

3.03.14 Authorization for Purchase of Institutional Memberships - Golden West College

NEW

RENEWAL

Name and Acronym: North American Board of Certified Engineer Practitioners (NABCEP)

Term of Membership: April 8, 2010 - April 8, 2011

Cost: \$300

Purpose: Become provider of NABCEP PV entry level exam.

Consulter the Adjugacity Dillion Consumation, 1880 cleans and Display Consumations.

द्वित्वविकामा देशीया विकास है।

/វិប្រជាព្រះប្រែក្រុ

3.03.15 Authorization for Purchase of Institutional Memberships - Orange Coast College

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Acerellenisener

3.03.15 Authorization for Institutional Memberships -**Orange Coast College**

RENEWAL

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

Term of Membership: 2010-2011 Academic Year

Cost: \$21,818.00

Purpose: Membership is required to maintain the college's accreditation and eligibility for state and

federal funds and veteran's programs

Name and Acronym: Recording for the Blind & Dyslexic (RFB&D)

Step Street ver live out the research <mark>a Neyhi</mark>ll Digital bestellt a step step (1884) (1804) (1804) (1804) (1804)

Term of Membership: May 1, 2010, through April 30, 2011

Cost: \$350.00

Purpose: Membership provides taped textbooks for blind and learning disabled students attending

Orange Coast College



Action william

3.03.16 Authorization for Purchase of Institutional Memberships - District

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

keanighton Genien

3.03.16 Authorization for Purchase of Institutional Memberships -District

RENEWAL

Name and Acronym: Orange County Business Council (OCBC)

Term of Membership: 2010-2011

Cost: \$5,000

Purpose: Supports the Districts participation in OCBC Action Committees such as the Community College Working Group; provides access to OCBC research department and publications; allows for participation in advocacy and government affairs activities; puts District listing on OCBC website and in publications: allows use of OCBC facility for meetings; and will allow co-sponsorship of various CTE related events such as regional advisory committee meetings.

American Association for Women in Community Colleges (AAWCC)

Term of Membership: April 9, 2010 - April 8, 2011

Cost: \$300.00

Purpose: Membership in this organization provides an opportunity to foster relationships and professional growth for women in the community college environment.

California Colleges for International Education (CCIE) Term of Membership: April 8, 2010 - June 2011

Cost: \$500.00

Purpose: This non-profit organization supports the ideal of increasing international understanding through education and collaboration. This consortium helps support the growth of programs affiliated to international education, through: a) Faculty Exchanges; b) International Business; c) International Development/Contract Education; d) International Students; e) Internationalizing the Curriculum, and f) Study Abroad.

Light continue from the continue

BOND OF WAR ATTERNATION OF THE PARTY OF THE STATE OF THE

/ielacentan

3.03.17 Authorization for Off-Campus Assignments - Coastline Community College

Meeting:

04/07/2010 Regular Meeting

Country, concent uses formed to hard supply a complete supply supply and the confidence of the confide

Category: 3. Consent Calendar Agenda Type: Information

Public Access: Yes

Acentellen Conten

3.03.17 Authorization for Off-Campus Assignments - Coastline Community College

NONE

kolikom vanane galee saalen

CCCD Agenda 04/07/10

AYOR PROFESSION

3.03.18 Authorization for Community Activities - Orange Coast College

Meeting: 04/07/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Licenten Conon

3.03.18 Authorization for Community Activities - Orange Coast College

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of April 8, 2010 – June 30, 2011. The presenter will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

PROFESSIONAL EXPERT

2D TO 3D STRUCTURE, Fee: \$220, plus \$30 materials fee, 30 hours. Presenter: Cheryl Dimson. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

ADOBE PHOTOSHOP FOR TEENS, Fee: \$220, plus \$30 materials fee, 30 hours. Presenter: Cheryl Dimson. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

BIG ART, Fee: \$220, plus \$30 materials fee, 30 hours. Presenter: Cheryl Dimson. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

BLACKSMITHING FOR EVERYONE, Fee: \$225, 24 hours. Presenter: Leland Means. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. OCC Welding Department to receive a portion of the proceeds. (P) (Prior Board approval 8/19/09)

MORE BLACKSMITHING AND WROUGHT IRON FOR EVERYONE, Fee: \$225, 24 hours. Presenter: Leland Means. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. OCC Welding Department to receive a portion of the proceeds. (P) (Prior Board approval 8/19/09

FASHION CAMP OC, Fee: \$400, plus \$100 materials fee payable to presenter, 32.5 hours. Presenter: Erin Bianchi. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Presenter: Christa Brown. Compensation to be paid \$18 per hour for each hour worked. (P)

INDUSTRIAL WELDING LAB PRACTICE, Fee: \$250, 27 hours. Presenter: Richard Hutchison. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. OCC Welding program to receive a portion of the proceeds. (P)

JUNIOR GUARD PREP PROGRAM, Fee: \$350, 10 hours. Coordinator: Anthony lacopetti. Compensation equals 50%, of the number of participants registered times the program fee minus direct

costs/administration fee. Presenter: Chris Egan. Compensation equals \$25 per hour for each hour worked. PE Division to receive a portion of the proceeds. (P)

MATH PLACEMENT TESTING, Fee: \$300, 3 hours. Presenter: Vincent Martinez. Compensation equals \$33.71 per hour for each hour worked. (P)

METAL ART WELDING, Fee: \$225, 36 hours. Presenter: Bill Galvery. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. OCC Welding program to receive a portion of the proceeds. (P)

PRIMITIVE 3D ART, Fee: \$220, plus \$30 materials fee, 30 hours. Presenter: Cheryl Dimson. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

WELDING CERTIFICATION & LICENSING, Fee: \$250, 27 hours. Presenter: Richard Hutchison. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. OCC Welding program to receive a portion of the proceeds. (P)

WHO DO YOU THINK YOU ARE – ONLINE, Fee: \$40, \$10 materials fee payable to presenter. 20 hours. Presenter: Kellie Nicholson. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

WIRE FEEDER WELDING, Fee: \$225, 48 hours. Presenter: Bill Galvery. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. OCC Welding program to receive a portion of the proceeds. (P)

WOMEN IN WOOD WORKING, Fee: \$95, 10 hours. Presenter: Michael Rafferty. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

REVISION TO PREVIOUS BOARD ACTION

PROFESSIONAL EXPERTS

ALGEBRA REVIEW ($7^{TH} - 8^{TH}$ GRADES), Fee \$115.00, 9 hours. Presenter: Angela Cho. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 4/1/09)

ALCOHOL AND DRUG AWARENESS, Fee \$40.00, 8 hours. Presenter: Hector Chaparro. Compensation equals \$500 for each class taught. Presenters: Daniel Llorens and Rick Lopez. Compensation equals \$350 for each class taught. (F) (Prior Board approval 4/1/09)

ANGER MANAGEMENT FOR MÉN-INTAKE SESSION, Fee \$50, 1 hour. Presenters: Jinice Beacon. Compensation equals 95% of the gross income. (P) (Prior Board approval 4/1/09)

ANGER MANAGEMENT FOR MEN, Fee: \$0 - \$50 sliding scale, 15 hours. Presenters: Jinice Beacon. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 4/1/09)

BASICS OF SELF-DEFENSE, Fee \$46, 5 hours. Presenter: Dennis Morgan. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 4/1/09)

THE BUSINESS OF BARTENDING, Fee \$125.00, \$35 materials fee, 12 hours. Presenter: Kellie Nicholson. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 4/1/09)

CHEER AND DANCE AUDITIONS, Fee: \$25, 20 hours. Presenters: Mike Reynolds and Dan Sapp. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. PE division to receive a portion of the proceeds. (P)

OCC CHILDREN'S SWIM TEAM, Fee: \$255-\$305, 40 hours. Coordinator: Anthony lacopetti. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Presenters: Don Watson and Teri Watson. Compensation will be paid at an hourly rate of \$25 per hour. Presenters: Maile Johnson, Shyra Crandall, Jamie Krispel, and Tasman Backer. Compensation will be paid at an hourly rate of \$15 per hour. PE Department to receive a portion of the proceeds. (P) (Prior Board approval 4/1/09)

DRAWING AND PAINTING, Fee: \$67 plus \$5 material fee payable to presenter, 6 hours. Presenter: Pamela Schader. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 4/1/09)

EXPLORING DRAWING, Fee: \$67 plus \$5 material fee paid to presenter, 6 hours. Presenter: Pamela Schader. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 4/1/09)

FAST FUN FRENCH, Fee: \$59, 8 hours. Held at the Costa Mesa Library. Presenter: Katherine Watson. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 12/9/09)

FLIGHT SIMULATOR TRAINING, Fee: \$80.00, 8 hours. Presenters: Richard Young and Beth Ennis. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 12/9/09)

FRENCH CONVERSATION, INTERMEDIATE/ADVANCED, Fee: \$65.00/\$120.00, 21 hours. Presenter: Katherine Watson. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 4/1/09)

ICE CARVING, Fee: \$250, plus \$33 materials fee payable to presenter, 32 hours. Presenter: Thomas Selzer. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 12/9/09)

OCC CHEER AND DANCE CONDITIONING, Fee \$20.00, 100 hours. Presenters: Mike Reynolds and Dan Sapp. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. PE Division to receive a portion of the proceeds. (P) (Prior Board approval 12/9/09)

OCC MASTER'S ADULT SWIMMING PROGRAM, Fee \$195.00, 250 hours. Coordinator: Anthony lacopetti. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. Presenters: Keith Ryan and Aleah Amr. Compensation equals \$25 per hour for each hour worked. PE Division to receive a portion of the proceeds. (P) (Prior Board approval 8/19/09)

PIT AND FISSURE SEALANT CERTIFICATION, Fee \$500, 16 hours. Presenters: Joy Myer and Diane Balding. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Allied Health Division to receive a portion of net proceeds. (P) (prior Board approval 1/20/10)

PRE-ALGEBRA (4TH – 6TH GRADES), Fee \$115.00, 9 hours. Presenter: Angela Cho Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 4/2/08)

PROFESSIONAL BAR MANAGEMENT – ONLINE, Fee: \$199, \$50 materials fee payable to presenter. 40 hours. Presenter: Kellie Nicholson. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 4/1/09)

RDA REVIEW, Fee \$200, 25 hours. Presenter: Joy Myers. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. Allied Health Division to receive a portion of net proceeds. (P) (prior Board approval 4/1/09)

READING AND WRITING EXPLORATION – GRADES 5 & 6, Fee: \$120, plus \$5 materials fee. 22.5 hours. Presenter: Julie David. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 5/6/09)

READING AND WRITING EXPLORATION – GRADES 7 & 8, Fee: \$120, plus \$5 materials fee. 22.5 hours. Presenter: Julie David. Compensation equals 50% of, the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 5/6/09)

RECREATIONAL TABLE TENNIS, Fee \$50.00, 48 hours. Volunteer Coordinator: Jeff Curlee. (Prior Board approval 4/1/09)

SUMMER SWIM LESSONS, Fees: \$55.00 per session, \$200 for 4 sessions, \$110 for private lessons. 4 – 5.5 hours. Coordinators: Don Watson and Anthony lacopetti. Orientation day for the swim program staff to be conducted by the coordinator and to be held before program begins. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. PE Division to receive a portion of the proceeds. (P) (Prior Board approval 4/1/09)



/wedicillen

3.03.19 Authorization for Community Activities - Golden West College

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

Acondition Conten

3.03.19 Authorization for Community Activities - Golden West College

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

The following not for credit programs will be offered by Community Services throughout fall 2009 and spring 2010. The presenters will be paid a flat fee or on a fee-split based on actual enrollment. (P) = P participant (P) = P flat rate

Revisions to Previous Board Action

LIFE DRAWING WORKSHOP, 6.0 hours, July 15, 2009 to June 30, 2010 Presenter Nathan Rohlander to receive \$16.00 per participant (The revision is to change the presenter. Previous Board action 7/15/10)

Participant Fee: \$50.00 (P) First offered in 2009

PILATES, 8.0 hours, July 16, 2009 to June 30, 2010 Presenter Tamra McDearmon to receive \$24.00 per participant (The revision is to change the presenter. Previous Board action 7/15/10)

Participant Fee: \$65.00. (P) First offered in 1995

Additional Administrative Content

/accarcellem

3.03.20 Authorization for Sailing Program - Orange Coast College

Meeting:

04/07/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Acenda ken Canten

3.03.20 Authorization for Sailing Program - Orange Coast College

The following non-credit classes will be offered by the Marine Programs Office during the period of April 8, 2010 – December 31, 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

MAGNITUDE 80 COURSES

MAGNITUDE DAY SAIL, Fee: No fee to eligible students, 1 day – dates tba.

MARCH NEWPORT TO SAN DIEGO; Fee: No fee to eligible students, 2 days

NEWPORT TO ENSENADA, APRIL 23-25, 2010; Fee: No fee to eligible students, 3 days

OPENING DAY RACE, MAY 1, 2010; Fee: No fee to eligible students, 1 day

NEWPORT TO SAN DIEGO, JULY 2010; Fee No fee to eligible students, 2 days

LONG POINT SERIES, AUG 2010; No fee to eligible students, 3 days

14 MILE BANK RACE, OCT 2010; No fee to eligible students, 1 day

NOV-DEC, 2010 HOT RUM SERIES; No fee to eligible students, 3 days

Courses to be taught aboard OCC's racing yacht Magnitude 80.

ADD PRESENTER: Sean Couvreux

BASIC SAFETY TRAINING (STOW Certificate) Fee: \$750 to \$895, 12 to 14 hours
ADD PRESENTER: Brian A. McDonough, Richard Ruffini, Karen Prioleau (prior approval November 18, 2009)

Skippers at \$350-\$500, Mates at \$100-\$200, and cooks at \$60-\$120 per day. All transportation and meal expenses for approved staff and students to be paid for by the Sailing Center at no cost to the District (F) (prior approval Dec 9, 2009)

POWERBOAT COURSES

INTRODUCTION TO POWERBOATS, Fee \$260, 6 hours
BASIC POWERBOAT OPERATIONG & CRUISING CERT, Fee \$695, 14 hours
INSHORE POWER CRUISING & NIGHT OPERATION ENDORSEMENT, Fee \$795, 18 hours
SAFE POWERBOAT HANDLING CERTIFICATION, Fee: \$145, 16 hours
SAFE HANDLING OF SMALL POWERBOATS, No fee to participants. Funded by a grant from the State of California, Department of Boating and Waterways. 20 hours.
US SAILING SMALL POWERBOAT CERTIFICATION, Fee: \$25 per person

ADD PRESENTER: Scott McClung (F) (prior approval Jan 20, 2010)

USCG LICENSE PREP COURSE, Fee: \$1025 for Operator Uninspected Passenger Vessel license and

Master/Mate not in excess of 100GT license and \$100 for sail option, \$100 non-refundable materials fee payable to instructor, 67 hours for OUPV, 84 hours for Master/Mate and 6 hours for Sail option. Cancellation Policy: cancel after one class student will receive 90% of fee minus \$100 cancellation charge, cancel after 2 classes 80% \$100 cancellation charge, cancel after 3 classes 70% of fee minus \$100 cancellation charge, cancel before mid-day during 4th class receive 50% minus \$100 cancellation charge, cancel after mid-day during 4th class no refunds given.

ADD PRESENTER: Scott McClung (F) (prior approval Jan 20, 2010)

Additional Administrative Governo

Sizaceton (2/file) de la electro de premiero de la la la como de l

Aciente then

3.04 Personnel Items

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Atlende liem Content

3.04 Personnel Items

3.04.01 Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations

3.04.02 Authorization for Leaves of Absence

3.04.03 Authorization for Schedule Changes, Classified Staff

3.04.04 Authorization for Additional Assignments, Change in Bargaining Unit, Classified Staff

3.04.05 Authorization for Professional Experts

3.04.06 Approval of Sabbatical Leave Requests



Specification of the fine of the college of the col

3.04 PERSONNEL ITEMS

3.04.01 Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations

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

Classified

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>Action</u>	Effective Date
Le, Tommy	CCC	WIA Support Clerk	Resign	03/10/10
Partridge Sr, Jacob	GWC	Campus Security Officer	Resign	03/31/10

3.04.02 Authorization for Leaves of Absence

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

Faculty

Mushkin, Hillary, OCC, Instructor, LOA/wop under the Family and Medical Leave Act of 1993, for the period 03/19/10 through 05/31/10, not to exceed the equivalent of 12 weeks in a 12 month period.

Revision to Previous Board action

Martinez, Rachel, OCC, Instructional Associate-Learning Disabilities, LOA/wop under the Family and Medical Leave Act of 1993, revise dates from 02/10/10 through 02/28/10 to 02/10/10 through 03/28/10, not to exceed the equivalent of 12 weeks in a 12 month period.

3.04.03 Authorization for Schedule Changes, Classified Staff

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

Permanent schedule change

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>From</u>	To	Start Dt
Riley, Richard	CCC	Custodian Senior		Gravevard*	04/01/10
*Includes 7.5% shi	ift diff			,	

3.04.04 Authorization for Additional Assignments, Change in Bargaining Unit, Classified Staff

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

<u>Name</u>	<u>Loc</u>	<u>Title</u>	Additional Hrly Assign	Effective	Picmt
Durand, Ross	OCC	Maint.Semi-skilled,	Hourly, Temp, on call	02/08/10 to	H-06-02
Dalana, 11033	000	50%/Grndskeeper 2, 50%	Houny, remp, on call	02/08/10 to	H-06-02

3.04.05 Authorization for Professional Experts

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

Professional Experts over \$10,000.00

<u>Baiz, Richard C.</u>, CCC, to coordinate all projects for the Latino Youth Leadership Conference and Academy, including overseeing, planning, and organization of conference and implementation of Academy Workshops, for the period 04/08/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 8.85 units per week for 13 weeks, compensation to be \$11,500.00.

<u>Bryant, Tera</u>, OCC, to perform work for Tech Prep Regional Coordination, Tech Prep Consortium Assignment, Child Development Training Consortium, Industry Driven Regional Collaborative, and Middle College High School grants, for the period 04/08/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 20 units per week for 12 weeks, compensation to be \$24,000.00.

Kochanski, Jennifer, DIST, to perform work related to the CTE Collaborative Grant Projects, for the period 04/08/10 to 06/30/10, to be paid by timecard at \$10.00 per unit, 98.18 units per week for 11 weeks, compensation to be \$10,800.00.

<u>Labossiere</u>, <u>Adrienne R.</u>, CCC, to serve as a community Liaison & Coordinator for the Rapid Response Special Project serving small businesses for the Orange County One-Stop Center, for the period 04/22/10 to 06/30/10, to be paid by timecard at \$10.00 per unit, 120 units per week for 10 weeks, compensation to be \$12,000.00.

<u>Leighton</u>, John, CCC, to research, develop, edit and write grant proposals, for the period 04/10/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 10 units per week for 12 weeks, compensation to be \$12,000.00.

Manross, Carolina F., CCC, to provide Marketing & Business Planning services for the Rapid Response Special Project serving small businesses for the Orange County One-Stop Center, for the period 04/10/10 to 06/30/10, to be paid by timecard at \$10.00 per unit, 170 units per week for 12 weeks, compensation to be \$20,400.00.

Martinez, Irene R., CCC, to provide Finance & Business Coaching services for the Rapid Response Special Project serving small businesses for the Orange County One-Stop Center, for the period 04/10/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 17 units per week for 12 weeks, compensation to be \$20,400.00.

<u>Salinas-Rumps, Sallie A.</u>, CCC, to provide implementation and to oversee the Rapid Response Special Project serving small businesses for the Orange County One-Stop Center, for the period 04/10/10 to 06/30/10, to be paid by timecard at \$10.00 per unit, 200 units per week for 12 weeks, compensation to be \$24,000.00.

Other Professional Experts

Genet, Belen, GWC, to complete CalWORKs Program project which includes budgeting, state and federal reporting, and continue to provide continuity with budgeting and with the new TANF Work-Study and job development, for the period 04/12/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 3.67 units per week for 12 weeks, compensation to be \$4,400.00.

<u>Grossman, Avram S.</u>, CCC, to provide services for the One Stop Center Rapid Response Project, serving small businesses in E-commerce, Web and Technology Strategies and Patent Essentials, for the period 04/08/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 2.05 units per week for 10 weeks, compensation to be \$2,050.00.

Grossman, Avram S., CCC, to provide services for the One Stop Center Rapid Response Project, serving small businesses in E-commerce, Web Development workshops, for the period 04/08/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 0.5 units per week for 10 weeks, compensation to be \$500.00.

Isley, Lee J., OCC, to articulate high school and community college courses for students associated with Tech Prep District Funds, for the period 04/08/10 to 04/30/10, to be paid by timecard at \$100.00 per unit, 100 units per week for 2 weeks, compensation to be \$2,000.00.

<u>Lane. Andrea</u>, GWC, to participate in Tech Prep, increasing student enrollment and student rate in CTE-through high school outreach, for the period 04/08/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 5 units per week for 12 weeks, compensation to be \$6,000.00.

Ngo, Khanh Q., CCC, to provide Technology Training, Website & Software Applications for the Rapid Response Special Project service small businesses for the Orange County One-Stop Center, for the period 05/04/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 3.78 units per week for 8 weeks, compensation to be \$3,024.00.

Ngo. Khanh Q., CCC, to provide Website Development Workshops for the Rapid Response Special Project serving small Business for the Orange County One-Stop Center, for the period 05/04/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 0.438 units per week for 8 weeks, compensation to be \$350.00.

Pao. Shuchiao A., CCC, to provide Human Resources, Employee Retention and Strategies for the Rapid Response Special Project serving small business for the Orange County One-Stop Center, for the period 05/04/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 2.52 units per week for 8 weeks, compensation to be \$2,016.00.

<u>Pao. Shuchiao A.</u>, CCC, to provide Human Resources in Small Business workshops for the Rapid Response Special Project serving small business for the Orange County One-Stop Center, for the period 05/04/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 0.875 units per week for 8 weeks, compensation to be \$700.00.

Salazar, Sylvia G., CCC, to provide Record Keeping and Accounting Principles for Business Startup for the Rapid Response Special Project serving small businesses for the Orange County One-Stop Center, for the period 05/18/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 5.04 units per week for 6 weeks, compensation to be \$3,024.00.

Salazar, Sylvia G., CCC, to provide Legal Structures and Quickbooks training services for the Rapid Response Special Project serving small businesses for the Orange County One-Stop Center, for the period 05/18/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 2.5 units per week for 6 weeks, compensation to be \$1,500.00.

Wolzinger, Renah, GWC, to participate in Tech Prep, increasing student enrollment and student rate in CTE-through high school outreach, for the period 04/08/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 5 units per week for 12 weeks, compensation to be \$6,000.00.

Zampelli, Sheri, OCC, to serve as Workshop Presenter for Re-entry Center, for the period 04/20/10 to 04/27/10, to be paid by timecard at \$10.00 per unit, 30 units per week for 1 week, compensation to be \$300.00.

3.04.06 Approval of Sabbatical Leave Requests

The following sabbatical leaves have been recommended by the appropriate College Sabbatical Leave Committees and the College Presidents. The coast of the recommended sabbaticals is within the funds provided for in the agreement between the Faculty Unit of the Coast Federation of Employees/American Federation of Teachers, Local 1911, and the Coast Community College District. After review by the Vice Chancellor for Human Resources, it is recommended by the Chancellor that the following sabbaticals be approved:

Revision to Previous Board action

Storm, Sara, OCC, Instructor, ESL, change sabbatical from Spring 2011 to Fall 2010.

ine) labred i

3.05 ADDITIONAL PERSONNEL ITEMS

Meeting:

04/07/2010 Regular Meeting 3. Consent Calendar

Category:

Kennesion concrete in the second of

Agenda Type: Information

Public Access: Yes

3.05 ADDITIONAL PERSONNEL ITEMS

<u>Additional Ediplidisconcer@oment</u>

erene en roughe operations of the contraction of th

Accide len

3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting:

04/07/2010 Regular Meeting 3. Consent Calendar

Category:

Agenda Type: Action (Consent)

Public Access: Yes

Acente leu Cenen

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: Denise Cusano Instructional Design, Inc.

Services: Instructional design services for Chevron Products Company Master Services Agreement

(Board Approved: 2/3/10, SOW 2010-07 -- 2010-11)

Payment Schedule/Compensation: Varies upon completion of each project stage of each SOW

(2010-07-2010-11); NTE \$52,060

Term of Agreement: April 8, 2010 – June 30, 2010

Source of Funding: Funds received from Chevron in support of this project.

UNDER \$10,000

IC Name: Abeles, Kim Victoria Services: Guest Lecturer

Payment Schedule/Compensation: \$400 upon services rendered and receipt of invoice

Term of Agreement: April 15, 2010 Source of Funding: Ancillary funds

IC Name: Mason, Gail E.

Services: Lesson review for new Online/Hybrid Public Speaking course.

Payment Schedule/Compensation: 4 lessons @ \$385/lesson for a total contract amount of \$1540.

Term of Agreement: April 8, 2010 – June 30, 2010

Source of Funding: ISD Ancillary funds

IC Name: Cossavella, Peter

Services: Develop and present the "Strategic Planning, Vision, and Leadership" project.

Payment Schedule/Compensation: \$500 on April 8, 2010 and \$7,000 upon completion, presentation and

delivery of curriculum materials, for a total contract amount of \$7,500.

Term of Agreement: April 8, 2010 - June 30, 2010

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

IC Name: Oskorus, David

Services: Creating animations and programming five interactive activities for the new Online Introduction

to Physical Geology course.

Payment Schedule/Compensation: Animation for three lessons @ \$2,800/lesson; five interactive activities

@ \$1,000/activity, for a total contract amount of \$13,400.

Term of Agreement: April 8, 2010 - June 30, 2010

Source of Funding: Funds received in support of this project.

IC Name: Norris, Amy

Services: To create and set up template for Geology textbook; consistency checks and production for 13

chapters; rename all image files; layout and design of chapter introduction pages, preface, table of

contents, preface, and glossary; complete production layout on Chapters 1, 2 and 3.

Payment Schedule/Compensation: Geology textbook @ \$600; consistency checks and production for 13 chapters @ \$75/chapter; rename all image files @ \$100; layout and design of chapter introduction pages, preface, table of contents, preface, and glossary @ \$800; complete production layout on Chapters 1, 2

and 3 @ \$350/chapter, for a total contract amount of \$3,525.

Term of Agreement: April 8, 2010 - June 30, 2010

Source of Funding: Funds received in support of this project.

IC Name: Davis, Mary Ellen

Services: Serving as an academic advisor for a national advisory committee for the development of the

new Statistics telecourses to review scripts for Lessons 19 and 20.

Payment Schedule/Compensation: 2 scripts @ \$75/script, for a total contract amount of \$150.

Term of Agreement: April 8, 2010 - June 30, 2010

Source of Funding: Funds received in support of this project.

IC Name: Benner, Diane

Services: Serving as an academic advisor for a national advisory committee for the development of the

new Statistics telecourses to review script.

Payment Schedule/Compensation: 1 script @ \$75/script, for a total revised contract amount of \$375.

(Revision is to increase assignment and contract amount by \$75. Prior Board Approval: 7/15/09)

Term of Agreement: April 8, 2010 - June 30, 2010

Source of Funding: Funds received in support of this project.

IC Name: Anderson, Betty

Services: Serving as an academic advisor for a national advisory committee for the development of the

new Statistics telecourses to review scripts.

Payment Schedule/Compensation: 2 scripts @ \$75/script, for a total revised contract amount of \$450. (Revision is to increase assignment and contract amount by \$150. Prior Board Approval: 7/15/09)

Term of Agreement: April 8, 2010 - June 30, 2010

Source of Funding: Funds received in support of this project.

IC Name: Randall, Kathy Ann

Services: Serving as an academic advisor for a national advisory committee for the planning and

development of the new Online Introduction to Physical Geology course to review lessons.

Payment Schedule/Compensation: 1 lesson @ \$750/lesson, for a total revised contract amount of \$3,000.

(Revision is to increase assignment and contract amount by \$750. Prior Board Approval: 7/15/09)

Term of Agreement: April 8, 2010 – June 30, 2010

Source of Funding: Funds received in support of this project.

IC Name: Muza, Jay

Services: Serving as an academic advisor for a national advisory committee for the planning and

development of the new Online Introduction to Physical Geology course to review lessons.

Payment Schedule/Compensation: 1 lesson @ \$750/lesson, for a total revised contract amount of \$4,500.

(Revision is to increase assignment and contract amount by \$750. Prior Board Approval: 7/15/09)

Term of Agreement: April 8, 2010 - June 30, 2010

Source of Funding: Funds received in support of this project.

IC Name: Gibson, Gail

Services: Serving as an academic advisor for a national advisory committee for the planning and

development of the new Online Introduction to Physical Geology course to review lessons.

Payment Schedule/Compensation: 2 lessons @ \$750/lesson, for a total revised contract amount of \$4,500. (Revision is to increase assignment and contract amount by \$1,500. Prior Board Approval: 7/15/09)

Term of Agreement: April 8, 2010 - June 30, 2010

Source of Funding: Funds received in support of this project.

IC Name: McClinton, James

Services: Serving as a content advisor to create content and review Introduction for the new Online

Introduction to Physical Geology course.

Payment Schedule/Compensation: Introduction lesson @ \$1,925/lesson for a total revised contract amount of \$4,175. (Revision is to increase assignment and contract amount by \$1,925. Prior Board Approval: 7/15/09)

Term of Agreement: April 8, 2010 - June 30, 2010

Source of Funding: Funds received in support of this project.

IC Name: Mraz, Joseph

Services: Serving as an academic advisor and a content advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course to create content and review Lesson 1, part of Lessons 4 and 8.

Payment Schedule/Compensation: Lesson 1 @ \$750, Lesson 4 @ \$1,325, Lesson 8 @ \$1,625, for a total revised contract amount of \$7,450. (Revision is to increase assignment and contract amount by \$3,700.

Prior Board Approval: 7/15/09)

Term of Agreement: April 8, 2010 - June 30, 2010

Source of Funding: Funds received in support of this project.

IC Name: Altamura, Robert

Services: Serving as a content advisor to create content and review part of Introduction, Lessons 3 and 8 for the new Online Introduction to Physical Geology course.

Payment Schedule/Compensation: Introduction lesson @ \$425, Lesson 3 @ \$1,425, Lesson 8 @ \$725, for a total revised contract amount of \$7,075. (Revision is to increase assignment and contract amount by \$2,575. Prior Board Approval: 7/15/09)

Term of Agreement: April 8, 2010 - June 30, 2010

Source of Funding: Funds received in support of this project.

IC Name: Xcelerators Consulting

Services: Design and delivery of All-College Spring Workshops on Service Excellence

Payment Schedule/Compensation: \$1,800
Term of Agreement: April 8, 2010 – April 24, 2010
Source of Funding: Professional Development funds

IC Name: Accardi, Millicent

Services: Provide instructional design services for the Chevron Products Company Master Services

Agreement (Board approved 2/3/10. SOW #2010-08 Company Rep Training)

Payment Schedule/Compensation: \$8,950 upon completion of project.

Term of Agreement: April 8, 2010 - June 30, 2010

Source of Funding: Funds received from Chevron in support of this project.

IC Name: Stephenson, Jon

Services: Provide instructional design services for the Chevron Products Company Master Services

Agreement (Board approved 2/3/10. SOW #2010-007 Heat Stress Class) Payment Schedule/Compensation: \$1,430 upon completion of project.

Term of Agreement: April 8, 2010 - June 30, 2010

Source of Funding: Funds received from Chevron in support of this project.

Action Combined Company

ACCENCE LAN

3.05.02 Authorization for Independent Contractors - Golden West College

Meeting:

04/07/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action

Agenda Type: Action Public Access: Yes

Acementer (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

UNDER \$10,000

IC Name: Shea, Steve

Services: Photographic services

Payment Schedule/Compensation: \$300, to be paid 30 days after service completion

Term of Agreement: April 8 – June 30, 2010 Source of Funding: Dance Trust funds

IC Name: Admiral Consulting Group

Services: Accounting software conversion and upgrade

Payment Schedule/Compensation: \$4,200, to be paid net 30 from date of service

Term of Agreement: January 1 – June 30, 2010

Source of Funding: Auxiliary funds

IC Name: Osborne, Russell

Services: College Preview Day entertainment

Payment Schedule/Compensation: \$400, due day of service

Term of Agreement: March 3, 2010

Source of Funding: Associated Students funds

IC Name: Camburn, Herbert

Services: Design services for theater production

Payment Schedule/Compensation: \$1,200 paid within 30 days of service completion

Term of Agreement: April 8 – June 31, 2010 Source of Funding: Theater Income funds

IC Name: See below

Services: Musicians for GWC Theater performance "Grease"

Payment Schedule/Compensation: \$5,840 (\$960 each, except where noted), to be paid after the last

performance date

Term of Agreement: April 30, 2010 – May 9, 2010 Source of Funding: Theater Income Trust Account

Shields, Perry (\$1,040) Geffen, Adrienne Seager, Dan Hanpadungvongs, John LaVergne, Pat (PL Production Corp.) Jewell, Joe

IC Name: Daniels, Mike

Services: Juror for GWC Art Department Student Work

Payment Schedule/Compensation: \$150 to be paid upon completion.

Term of Agreement: April 28 - May 13, 2010

Source of Funding: Friends of the GWC Fine Arts Gallery and ASB funds.

IC Name: Tsukeskimi, Rodney

Services: Juror for GWC Art Department Student Work

Payment Schedule/Compensation: \$150 to be paid upon completion.

Term of Agreement: April 28 - May 13, 2010

Source of Funding: Friends of the GWC Fine Arts Gallery and ASB funds.

IC Name: Windisch, Darlene

Services: Embroidery of softball equipment and clothing

Payment Schedule/Compensation: NTE \$300 (costs vary based on item being embroidered)

Term of Agreement: January - June, 2010

Source of Funding: Softball Team fundraising funds

IC Name: Homeboy Goes to Harvard

Services: keynote speaker for Chicano/Latino College Day

Payment Schedule/Compensation: \$750 Term of Agreement: April 23, 2010

Source of Funding: Associated Students of CCC funds

IC Name: Guttierez, Mireya

Services: Present a Mexican cultural activity at Chicano/Latino College Day

Payment Schedule/Compensation: \$200 to be paid upon completion

Term of Agreement: April 23, 2010

Source of Funding: Outreach General funds

IC Name: Lopez, Michael

Services: Mariachi Band "Mariachi Nuevo Jalisciense" for Cinco De Mayo Celebration

Payment Schedule/Compensation: : \$400 paid upon the completion

Term of Agreement: May 5, 2010

Source of Funding: Associated Students funds

IC Name: Ullrich, Joshua

Services: Phat Reggae Performance - Winner of Battle of the Band Competition

Payment Schedule/Compensation: \$500 paid upon completion

Term of Agreement: April 22, 2010

Source of Funding: Associated Student funds

IC Name: Avllon, Raul

Services: Alturas Peruvian Band to perform during Diversity Week Payment Schedule/Compensation: \$500 paid upon completion

Term of Agreement: April 14, 2010

Source of Funding: Associated Students funds

IC Name: Fisk, James

Services: Jazz Entertainment at Night of the Arts

Payment Schedule/Compensation: \$100 paid upon completion

Term of Agreement: April 9, 2010

Source of Funding: Associated Students funds

IC Name: Jam Entertainment

Services: Band for St. Patrick's Day Event
Payment Schedule/Compensation: \$500 paid upon completion
Term of Agreement: March 17, 2010

Source of Funding: Associated Students funds

Additional Administrative Content

3.05.03 Authorization for Independent Contractors - Orange Coast College

Meeting: 04/07/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Acencasi an Conten

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.

\$10,000 AND OVER

UNDER \$10,000

IC Name: Ando, Arthur

Services: Guest lecturer for a "Dance Injury Prevention" lecture

Payment Schedule/Compensation: \$150 to be paid upon completion and receipt of invoice

Term of Agreement: April 15, 2010 Source of Funding: ASOCC funds

IC Name: Aguirre, Mark

Services: Presenter for the WANTED: PRINCE CHARMING class, Fee: \$69/\$99 for 2 people, plus \$20

materials fee payable to presenter, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered

times the program fee minus direct costs/administration fee.

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

Source of Funding: Community Education registration fees.

IC Name: Captan, Nabil

Services: Presenter for THE TRUTH ABOUT CREDIT SCORES & CREDIT REPORTS class, Fee: \$95,

3 hours (P)

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered

times the program fee minus direct costs/administration fee.

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

Source of Funding: Community Education registration fees.

IC Name: Christensen, Bobbie

Services: Presenter for the WRITING & PUBLISHING YOUR 1st BOOK (OR 7th) class, Fee: \$49, plus

\$15 materials fee payable to presenter, 4 hours.

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payment to the presenter.

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

Source of Funding: Community Education registration fees.

IC Name: Coast Fitness Repair Shop

Services: Repair exercise equipment for the Physical Education & Athletics Department

Payment Schedule/Compensation: \$95 for the first hour; \$59 any additional hour; plus parts and repairs;

total expense for year NTE \$2,000

Term of Agreement: 2009-2010 Fiscal Year Source of Funding: ASOCC/ancillary funds

IC Name: Conquest Investigations and Security

Services: Presenter for the ALCOHOL AND DRUG AWARENESS class, Fee \$40.00, 8 hours. (F)

Payment Schedule/Compensation: Compensation equals \$350 per class taught.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 4/1/09)

IC Name: DeTate, Myra

Services: Guest lecturer for Student Dance Concert preparation

Payment Schedule/Compensation: Will be paid \$100 upon completion and receipt of invoice

Term of Agreement: April 21, 2010 Source of Funding: ASOCC funds

IC Name: Dumbeck, James

Services: Presenter for THE COMPLETE FINANCIAL MANAGEMENT WORKSHOP class, Fee \$50 per

couple plus \$20 materials fee payable to presenter, 9 hours (P)

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered

times the program fee minus direct costs/administration fee.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 4/1/09)

IC Name: Education to Go

Services: To provide INTERACTIVE ONLINE COMPUTER WORKSHOPS: (up to 250 workshops

offered), 24.0 hours. Fee: \$89.00-\$199.00 per workshop. (P)

Payment Schedule/Compensation: Compensation equals \$55-\$170 per registered participant.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 4/1/09)

IC Name: Executive Fire Protection Inc.

Services: Service of automatic halon engine fire protection system aboard Peaceful Spirit

Payment Schedule/Compensation: \$500

Term of Agreement: Per quote. Total contract amount is \$500 to be paid upon submittal of invoice as

work is completed.

Source of Funding: Foundation and Sailing Center Funds

IC Name: Falkenburg, Suzanne

Services: Make a presentation at the Annual Professional Development Day for the Dietetic Team in

Healthcare

Payment Schedule/Compensation: \$250

Term of Agreement: February 5, 2010 (Late Submittal due to event being previously approved, and event

coordinator not realizing the need for a separate board item)

Source of Funding: Paid from registration fees through Dietetic ancillary funds

IC Name: Financial Advisors Network, Inc.

Services: Presenter for the FINANCIAL STRATEGIES FOR SUCCESSFUL RETIREMENT class, Fee

\$59 per couple, 9 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of the registration fee retained by OCC

Community Education.

7

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

Source of Funding: Community Education registration fees.

(Prior Board approval 2/3/10)

IC Name: Freshi Films, LLC

Services: Presenter for the FRESHI FILM MAKING camp, Fee: \$225, 20 hours. (F) Payment Schedule/Compensation: Compensation equals \$130 per participant.

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

Source of Funding: Community Education registration fees.

IC Name: Freshi Films, LLC

Services: Presenter for the FRESHI DIGITAL MUSIC MIXING camp, Fee: \$225, 20 hours. (F)

Payment Schedule/Compensation: Compensation equals \$130 per participant.

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

Source of Funding: Community Education registration fees.

IC Name: Freshi Films, LLC

Services: Presenter for the FRESHI STOP-MOTION ANIMATION camp, Fee: \$225, 20 hours. (F)

Payment Schedule/Compensation: Compensation equals \$130 per participant.

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

Source of Funding: Community Education registration fees.

IC Name: Freshi Films, LLC

Services: Presenter for the FRESHI SCREENWRITING camp, Fee: \$225, 20 hours. (F)

Payment Schedule/Compensation: Compensation equals \$130 per participant.

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

Source of Funding: Community Education registration fees.

IC Name: Freshi Films, LLC

Services: Presenter for the VIDEO GAME DESIGN camp, Fee: \$225, 20 hours. (F) Payment Schedule/Compensation: Compensation equals \$130 per participant.

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

Source of Funding: Community Education registration fees.

IC Name: Geiser Educational Services

Services: Presenter for the ALCOHOL AND DRUG AWARENESS class, Fee \$40.00, 8 hours. (F)

Payment Schedule/Compensation: Compensation equals \$500 per class taught.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 4/1/09)

IC Name: Geiser Educational Services

Services: Court liaison and Community Advocate for the Alcohol and Drug Awareness program. (F)

Payment Schedule/Compensation: Compensation equals \$100 per class.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 4/1/09)

IC Name: Greenspan, Frances

Services: Presenter for the HOW TO SELL ON EBAY class, Fee; \$65, 6 hours. (P)

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered

times the program fee minus direct costs/administration fee.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 4/1/09)

IC Name: Greenspan, Frances

Services: Presenter for the HOW TO BUY ON EBAY class, Fee: \$39, 2 hours. (P)

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered

times the program fee minus direct costs/administration fee.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 4/1/09)

IC Name: Hall, Stephen

Services: Presenter for the Juvenile Alcohol and Drug Awareness class, Fee \$50, 8 hours (F)

Payment Schedule/Compensation: Compensation equals \$800 per class taught.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 4/1/09)

IC Name: Hicks, Beverly

Services: Presenter for the "FOR THE LOVE OF SILK - SQUIGGLES & STREAKS PART 1" class, Fee:

\$68, plus \$15 materials fee payable to presenter, 5 hours.

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payment to the presenter.

Term of Agreement: June 1, 2010 - June 30, 2011

Source of Funding: Community Education registration fees.

(Prior Board approval 12/9/09)

IC Name: Hicks, Beverly

Services: Presenter for the "FOR THE LOVE OF SILK – PAINTING WITH THICKENED ACID DYES OVERPRINTING WITH SQUIGGLES & STREAKS TECHNIQUE Part 2" class, Fee: \$68, plus \$15

materials fee payable to presenter, 5 hours.

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payment to the presenter.

Term of Agreement: June 1, 2010 - June 30, 2011

Source of Funding: Community Education registration fees.

(Prior Board approval 12/9/09)

IC Name: Hicks, Beverly

Services: Presenter for the "FOR THE LOVE OF SILK - SARAN WRAPPED SILK SCARVES WITH

OVERPRINTING" class, Fee: \$68, plus \$15 materials fee payable to presenter, 5 hours.

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payment to the presenter.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 12/9/09)

IC Name: Hicks, Beverly

Services: Presenter for the SHIBORION, CHIFFON & GAUZE class, Fee: \$68, plus \$15 materials fee

payable to presenter, 5 hours.

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payment to the presenter.

Term of Agreement: June 1, 2010 - June 30, 2011

Source of Funding: Community Education registration fees.

IC Name: Hicks, Beverly

Services: Presenter for the DISCHARGE AND COLOR REPLACEMENT ON COTTONS, VELVET,

RAYON & SILK class, Fee: \$68, plus \$17 materials fee payable to presenter, 5 hours.

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payment to the presenter.

Term of Agreement: June 1, 2010 - June 30, 2011

Source of Funding: Community Education registration fees.

IC Name: Hicks, Beverly

Services: Presenter for the VELVET DEVLORE' BURNOUT TECHNIQUES class, Fee: \$68, plus \$17

materials fee payable to presenter, 5 hours.

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payment to the presenter.

Term of Agreement: June1, 2010 - June 30, 2011

Source of Funding: Community Education registration fees.

IC Name: Hoffman, Constance

Services: Presenter for the MANNERS AND ETIQUETTE FOR KIDS class, Fee: \$50, 4 hours. (P) Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered

times the program fee minus direct costs/administration fee.

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

Source of Funding: Community Education registration fees.

iC Name: Institute of Reading Development

Services: Presenter for the READING SKILLS PROGRAM class, Fee \$239, \$299, and \$29 and \$34

materials fee, 6.25, 10, 11.25, and 12.5 hours. (P)

Payment Schedule/Compensation: OCC will receive 12% of the gross tuition revenue.

Term of Agreement: June 1, 2010 - June 30, 2011

Source of Funding: Community Education registration fees.

(Prior Board approval 8/19/09)

IC Name: Juggernaut Training System

Services: Provide exercise training for the OCC Men's Golf Team

Payment Schedule/Compensation: To be paid \$125 per week per team session; Invoice presented

monthly upon completion of each monthly session; Total billed NTE \$3,000

Term of Agreement: 2009-2010 Fiscal Year

Source of Funding: Ancillary funds

IC Name: Krueckemeir, Rod

Services: Presenter for the ACUPRESSURE FOR ALL class, Fee \$59, 12 hours. (P)

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered

times the program fee minus direct costs/administration fee.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 4/1/09)

IC Name: Levy, Ron

Services: Serve as pianist at Honors Night ceremony

Payment Schedule/Compensation: To be paid a fee of \$350 upon submission of invoice for services

rendered

Term of Agreement: May 12, 2010 Source of Funding: ASOCC funds IC Name: McIlhenny, Bob

Services: Presenter for the SAT TEST PREP ADVANTAGE class, Fee: \$195, plus \$20 materials fee

payable to presenter, \$210 at the door, 12 hours. (P)

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered

times the program fee minus direct costs/administration fee.

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

Source of Funding: Community Education registration fees.

IC Name: Notary Public Seminars

Services: Presenter for the HOW TO BECOME A NOTARY PUBLIC (IN ONE DAY!) class, Fee: \$89 plus

\$30 materials fee payable to presenter, 8 hours.

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payment to the presenter.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 8/19/09)

IC Name: Notary Public Seminars

Services: Presenter for the RENEWING NOTARIES class, Fee: \$50 plus \$30 materials fee payable to

presenter, 4 hours.

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payment to the presenter.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 8/19/09)

IC Name: Parks, Debbie

Services: Presenter for the POKER UNIVERSITY class, Fee: \$80, plus \$20 materials fee payable to

presenter, 12 hours.

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payment to the presenter.

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

Source of Funding: Community Education registration fees.

IC Name: Pacini, Jon

Services: Serve as guest presenter for the OCC Ceramics Department

Payment Schedule/Compensation: To be paid \$600 upon completion and receipt of invoice

Term of Agreement: Mid-April, Date TBA

Source of Funding: Ancillary funds

IC Name: Pash, Michael

Services: Presenter for the RETIREMENT PLANNING TODAY class, \$45 plus \$20 materials fee payable

to presenter, 6 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of the materials fee payable to presenter.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 4/1/09)

IC Name: Pro line Gymnasium Floors

Services: Resurface both gymnasium floors in the Physical Education & Athletics Department

Payment Schedule/Compensation: \$125 per hour plus repairs and materials fees; total for the year NTE

\$9,000; invoice to be presented upon completion of services

Term of Agreement: April 7 – June 30, 2010 Source of Funding: ASOCC/Ancillary funds

IC Name: PSI The Pipe Surgeon, Inc.

Services: Labor, materials and equipment to complete repairs to OCC dock Standpipes as per quote.

Payment Schedule/Compensation: NTE \$3,000.00

Term of Agreement: Per quote. Total contract amount is \$3000 to be paid upon submittal of invoice as

work is completed.

Source of Funding: Foundation and Sailing Center Funds

IC Name: Riedel, Kyle

Services: Serve as guest lecturer for the OCC Photography Department

Payment Schedule/Compensation: To be paid \$250 upon completion and receipt of invoice

Term of Agreement: April 8, 2010 Source of Funding: ASOCC funds

C Name: Robert, Teresa

Services: Serve as guest presenter for the OCC Ceramics Department

Payment Schedule/Compensation: To be paid \$600 upon completion and receipt of invoice

Term of Agreement: Mid-April, Date TBA

Source of Funding: Ancillary funds

IC Name: San Juan Island Marine Center

Services: Electrical and diesel repair and maintenance to OCC sailing vessel White Raven

Payment Schedule/Compensation: Labor at \$80/hour plus materials; total contract amount is \$2,000 to be

paid upon submittal of invoice as work is completed Term of Agreement: April 8-December 31, 2010 Source of Funding: Foundation/Sailing Center funds

IC Name: Simmons, Linda Love

Services: Serve as guest lecturer for the Dance Department

Payment Schedule/Compensation: To be paid \$150 upon completion and receipt of invoice

Term of Agreement: April 30, 2010 Source of Funding: ASOCC funds

IC Name: Stickel, Gary Dr.

Services: Presentation of a play "Odysseus" for the Visual and Performing Arts Department

Payment Schedule/Compensation: To be paid an amount of \$1,000 upon completion of performance

Term of Agreement: April 16, 2010

Source of Funding: Foundation/Proceeds from event

JC Name: Stowell, Barbie

Services: Presenter for the FINANCIAL STRATEGIES FOR SUCCESSFUL RETIREMENT class, Fee

\$59 per couple, 9 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of the registration fee retained by OCC

Community Education.

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

Source of Funding: Community Education registration fees.

(Prior Board approval 12/9/10)
Source of Funding: Ancillary funds

IC Name: Sullivan, Patrick

Services: Presenter for the ART AND DESIGN SOLDERING BASICS class, Fee: \$69, plus \$20

materials fee, 2.5 hours. (P)

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered

times the program fee minus direct costs/administration fee.

Term of Agreement: June 1, 2010 - June 30, 2011

Source of Funding: Community Education registration fees.

IC Name: Sullivan, Patrick n

Services: Presenter for the JEWELRY DESIGN - INTRODUCTION TO WIRE WRAPPING AND

JEWELRY BASICS FOR ALL AGES, Fee: \$69, plus \$20 materials fee, 2.5 hours. (P)

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered

times the program fee minus direct costs/administration fee.

Term of Agreement: June 1, 2010 - June 30, 2011

Source of Funding: Community Education registration fees.

IC Name: Sullivan, Patrick

Services: Presenter for the SOLDERING SILVER CUFF class, Fee: \$69, plus \$20 materials fee, 3 hours.

(P)

Payment Schedule/Compensation: Compensation equals 50%, of the number of participants registered

times the program fee minus direct costs/administration fee.

Term of Agreement: June 1, 2010 - June 30, 2011

Source of Funding: Community Education registration fees.



Orthoroxide and Salar Subsection and the control of the control of

CCCD Agenda 04/07/10

Agendation

3.05.04 Authorization for Independent Contractors - District

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Agendaillem Contene

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.

\$10,000 AND OVER

UNDER \$10,000

NONE

Additional/Administrative@onion

CONTROL CONTROL CONTROL CONTROL OF THE CONTROL OF COURT OF THE CONTROL OF THE CON

Action of the second

3.05.05 Authorization for Professional Development Program

Meeting: 04/07/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

3.05.05 Authorization for Professional Development Program

OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Seminar	Date	Amount
S T T T T CONTROL OF A STATE OF THE STATE OF	AND NAMED TO PART OF A STATE OF A		
ili Si Sandalaha camadalah di kumang bala bara, bada paka diki dalah seripa di bagmalah beri dapan kecambang dip	g General Company (1984 - 1984		Barress recently to both thinking about as governor the contract which
Martha Guevara Typist Clerk Senior OCC	ACCT A101 Financial Accounting OCC	02/01/10 05/26/10	\$350.00
Claire Kyllingstad HR Specialist	Hist C170 US History to 1876	1/30/10 – 3/28/10	\$450.00
GWC	Hist C120 Women/American History GWC	04/05/10 — 05/30/10	
Nancy Ramirez Outreach Specialist	Educ-570-02 Voice, Diver, Equity & Soc. Justice	02/01/10 05/17/10	\$3,000.00
occ	Educ-654-01 Intro to Ed. Research	02/03/10 - 05/19/10	
	Educ-683-01 Supervision of Instruct. Asses	02/04/10 - 05/20/10	
	Chapman University		

Acemeilen

3.05.06 Authorization for Staff Development - Coastline Community College

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Acentallen Conten:

3.05.06 Authorization for Community Activities -**Coastline Community College**

Gertrem @/1920 (natural Statem a Sympolic Lagrage to construction of the first of the statement of the state

NONE

Accinomity Auditerative Contain

Acementen

3.05.07 Authorization for Staff Development - Golden West College

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

Agendation content as a second

3.05.07 Authorization for Staff Development - Golden West College

Staff Development Faculty Workshops Date(s): March 19, April 16, May 14, 2010

Purpose: To develop effective strategies to help students succeed

Cost/Purpose/Funding Source: \$16,000 for \$100 stipend to attend each workshop from Basic Skills Grant

funds.

Health Professions Symposium

Date(s): April 26, 2010

Purpose: Nursing Education in the 21st Century

Cost/Purpose/Funding Source: \$450 for food from IPD and Staff Development funds.

English Department Symposium

Date(s): April 30, 2010

Purpose: Changing Scene: New Rules

Cost/Purpose/Funding Source: \$315 for food from IPD and Staff Development funds.

CTE Division Symposium Date(s): May 10, 2010

Purpose: Team Building and SLO Assessment Training

Cost/Purpose/Funding Source: \$900 for food from IPD and Staff Development funds.

Counseling Department Symposium

Date(s): March 30, 2010

Purpose: Student Services Training

Cost/Purpose/Funding Source: \$210 for food from Staff Development funds.

Counseling Symposium Date(s): May 5, 2010

Purpose: Site visit and in-service training

Cost/Purpose/Funding Source: \$330 for food from IPD funds.

ดีเกลรงคายเดอใหม่ต่อเป็นสมัยและโดยไม่ในเลือน Sursetion ค่าเสราคับและ และเป็นสมัยใหม่ ใช้เป็นไม่เป็นไม่เก

kalikani kandasana kadan

Agendallem

3.05.08 Authorization for Staff Development - Orange Coast College

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Acordailea Conten

3.05.08 Authorization for Staff Development - Orange Coast College

Milunas, Joseph, OCC Multimedia Web Programmer, to participate in an online course, "Introduction to Teach with Blackboard 9" with Micoh Orloff, from April 12, 2010, through May 7, 2010. Reimbursement of registration fee of \$50 to be paid from general funds.

Acclubral Acministrative Content

Centeration of the Company of the Co

3.05.09 Authorization for Staff Development - District

Meeting:

04/07/2010 Regular Meeting 3. Consent Calendar

Category:

Agenda Type: Action (Consent)

Public Access: Yes

Atendation Content

3.05.09 Authorization for Staff Development - District

Grentetio 1/02/11/2010 e volik BEKNE (VGGGDAGSVA den protetio Gregorel/Offlog/Man /Separadi

NONE

Additional/Administrative Content

Actinology.

3.06 FINANCIAL APPROVALS

Meeting:

04/07/2010 Regular Meeting 3. Consent Calendar

Category: 3. Consent of Agenda Type: Information Public Access: Yes

Anadallen Conen

3.06 Financial Approvals

Seenselem ezekkizotti aktik Didillateta ili estipuez iles japalneke riska kzoto Gradisco egatz

<u>Additional Administrativo Georgea</u>

113

3.06.01 Approval of Purchase Orders

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

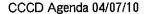
Acenia len conen

3.06.01 Approval of Purchase Orders

Additional Administrative Content

Due to a technical issue, Purchase Order documents are not available at the time of the publication of the Agenda. Purchase Order documents will be distributed prior to the Board meeting for review.

@categran62/15/2016/a.co.ik/GF4)/15/70@0UF.uen.ili::aw.p.(ate-an)08k6/2010/by/enig/atenen.ili::aw.p.(ate-an)08k



mellabieeA

3.06.02 Ratification/Approval of Checks

Meeting:

04/07/2010 Regular Meeting 3. Consent Calendar

Category: 3. Consent Calend Agenda Type: Action (Consent)

Public Access: Yes

Agerdallear@oneac



3.06.02 Ratification/Approval of Checks CheckApproval.pdf

Erecus cruezantzoto arote of Antorice et Etalea de en en establecense en Etalea de la filonomia en Texas.

Leaner evization of Content

Student refunds 0140709 PacifiCare of California 551, Medical Premiums	2,513.83 ,432.68 5,598.15 6,671.19
0140709 PacifiCare of California 551, Medical Premiums	5,598.15 5,671.19
Medical Premiums	5,598.15 5,671.19
	,671.19
DILATIVITY KOIGAT MATMAMAMAMA	,671.19
0140828 Kaiser Permanente 265, Medical Premiums	
Medical Claims	,067.51
0140703 ACSIG Dental / Edge 249,	
Dental Claims and Admin Fees .	
	,000.00
Lease of V.I.C.E. training system at GWC	
	,505.52
Medical Prescription Claims	
	,148.65
Medical Prescription Claims	
	,039.00
Program for Schools (PIPS).	
	764.68,
Medical Claims	
	,569.40
Medical Claims	
	,456.30
Medical Claims	004.00
0141187 Coast Community College Dist. 149, Medical Claims	,291.39
	249.40
Electricity District wide	,248.19
	,600.80
Medical Claims	,000.00
	,043.35
Medical Claims	,0-10.00
	,996.95
Books & supplies for EOPS students at OCC	,000.00
	,981.25
CNC router system for Technology classroom.	,
	,957.56
Life Insurance Premiums	,
0140854 CCCD Student Refunds 76,	,388.53
Student refunds	
0141190 Reliastar Life Insurance Co 76,	,090.50
Reinsurance Premiums	
0141116 OCC AS #1500-1050-58520 62,9	,938.15
College service charges	
	,299.15
Child care	
	,193.71
Books & supplies for EOPS students at OCC	



Check Approval

0141016	Southern Calif Edison Co Electricity District wide	59,625.96
0141485	GWC Bookstore Books & supplies for EOPS students	56,295.83
0141065	LPA Inc GWC Criminal Justice Complex	55,741.98
0141108	Memorial Prompt Care Medical Group FY 09-10 Student Health Services	54,362.00
0140724	Avalon Center at Garden Grove Lease payment for One-Stop Center, Westminster	46,567.71
0140634	Official Payments Corp Web credit card payment fees	46,274.84
0140914	Systems Technology Associates Inc Service maintenance agreement for HP server	44,916.00
0140959	CCCD Student Refunds Student refunds	42,564.44
0141189	Reliastar Life Insurance Co Long Term Disability Premiums	41,193.25
0140968	Computerland of Silicon Valley Software upgrade for Career Tech Ed Division	40,890.01
0140797	The Irvine Co/CBC III-V Lease payments for One-Stop Center, Irvine	36,870.52
0141425	The Irvine Co/CBC III-V Lease payments for One-Stop Center, Irvine	36,870.52
0141068	Coast Community College Dist. Medical Claims	36,129.35
0141465	CCCD Student Refunds Student refunds	30,753.41
0140957	Burke, Williams & Sorensen, LLP District Legal Services	30,069.80
0140911	Southern Calif Edison Co Electricity District wide	29,561.34
0140827	Delta Health Systems Administrative Fees	27,982.50
0141329	Delta Health Systems	27,688.50
0141209	Administrative Fees CCCD Student Refunds Student refunds	27,382.21
0141506	Official Payments Corp Web credit card payment fees	25,881.13
	The state of the paymont loop	

Average from

3.06.03 Check List for General Obligation Bond Fund

Meeting: 04/07/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Avenie len Concr



3.06.03 Check List for General Obligation Bond Fund CheckApprovalBond.pdf

Statics.cn.9241)x80 totalsexts19Mby \$30005tolga.co.stupent.com(\$281/2010)5y@hijstapitetete

Additional Administrative Content

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0141044	Anderson Charnesky Structural Steel Inc OCC Bldg CHS and Lab Sciences Bid 1965	360,171.00	420207
0141174	Plumbing Piping & Construction Inc GWC Learning Resource Ctr	312,568.92	420356
0141046	Bergelectric Corp OCC Bidg CHS and Lab Sciences Bid 1965	272,538.00	420207
0141160	Best Contracting Services Inc GWC Learning Resource Ctr- Glass- Bid 1963	170,164.21	420356
0140932	URS Corp Americas GWC Learning Resource Ctr	164,915.53	420356
0141059	Richard & Richard Construction Co Inc OCC Bldg CHS and Lab Sciences Bid 1965	152,924.00	420207
0140575	T & Y Construction GWC Learning Resource Ctr	148,660.56	420356
0141158	Alpha Mechanical Heating & Air Conditioning OCC Bldg CHS and Lab Sciences Bid 1965	146,766.00	420207
0141553	T & Y Construction GWC Learning Resource Ctr	143,045.28	420356
0140563	Brian DeVries Construction Inc OCC Bldg CHS & Lab Sciences-Concrete-Bid 1965	128,628.00	420207
0140933	URS Corp Americas GWC Learning Resource Ctr	106,877.96	420356
0141177	TB Penick & Sons Inc GWC Learning Resource Ctr	104,394.04	420356
0141180	Vector Resources Inc GWC Learning Resource Ctr	95,815.48	420356
0140928	CW Driver OCC Bldg CHS and Lab Sciences Bid 1965	88,492.00	420207
0140822	T & Y Construction GWC Learning Resource Ctr	87,875.28	420356
0141173	LPA Inc CCC Land Development- NB Learning Center	86,354.72	420894
0140574	Refrigerated Air Mechanical Systems Inc OCC Student Center Bid 1950	74,834.06	420249
0141047	Brian DeVries Construction Inc OCC Bldg CHS & Lab Sciences-Concrete-Bid 1965	74,346.00	420207
0141060	Steinberg Architects GWC Learning Resource Ctr	42,252.49	420356
0141045	Anderson Charnesky Structural Steel Inc OCC Bldg CHS and Lab Sciences Bid 1965	40,019.00	420207
0140565	CEM Lab OCC Bldg CHS and Lab Sciences Bid 1965	35,865.00	420207
0140567	Cosco Fire Protection Inc OCC Bldg CHS and Lab Sciences Bid 1965	33,050.00	420207
0141050	Cosco Fire Protection Inc OCC Bldg CHS and Lab Sciences Bid 1965	29,005.00	420207
0140931	TYR Inc GWC Learning Resource Ctr	28,352.00	420356

Check Approval Bond

0141179	TYR Inc GWC Learning Resource Ctr	28,352.00	420356	
0141549	LPA Inc OCC Bldg CHS and Lah Sciences Bid 1965	26,350.40	420207	

AMERICATION

3.06.04 Authorization for Special Payments - Coastline Community College

Meeting:

04/07/2010 Regular Meeting

3. Consent Calendar

Category: 3. Cons Agenda Type: Action Public Access: Yes

Acendelien Conan

3.06.04 Authorization for Special Payments -**Coastline Community College**

NONE

Attional Atministrative Content

Control of 1021/102010 and an englandic Station, (an inputation of 2010 of Maly Secretary

Acencaliem

3.06.05 Authorization for Special Payments - Golden West College

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

Arendaliem coment.

3.06.05 Authorization for Special Payments - Golden West College NONE

Auditional/Administrative Contens

eresteaten 1692k Vzotto zitot kirist PMB-yeans interlinyn, dess kundin kondesse vzotto ayddin y Many Snoccept

4. Acentellen

3.06.06 Authorization for Special Payments - Orange Coast College

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Acerdatien Conten

3.06.06 Authorization for Special Payments - Orange Coast College

Payment of \$750 for 2009-2010 annual fees to the Committee on Accreditation for Polysomnographic Technologists Education. This is required for the Polysomnographic Technology accreditation.

Payment of \$1,350 for 2010-2011 annual program fee to the American Culinary Federation Education Foundation, Inc. This is required for the Culinary Arts program for accreditation.

3.06.07 Authorization for Special Payments - District

Meeting:

04/07/2010 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Apprentenconten

3.06.07 Authorization for Special Payments - District

NONE

Legarde Hein

4.00 Action Items

Meeting:

04/07/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

Arendallen Confort

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.

विकास के स्टब्स्ट के स्टब्स्ट के स्टब्स्ट के स्टब्स के स्टब्स के स्टब्स के स्टब्स के स्टब्स के स्टब्स के स्टब्स

Desirant iDeliharijoanii eti kotu, mant ilianani - mis montanii ilia katiin a uttakunguna

Acetel Ran

4.01 Approval of Agreements - Coastline Community College

Meeting:

04/07/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

keniel len Gonen

4.01 Approval of Agreements - Coastline Community College

4.01.01 Approve Agreement between the Boeing Company and the Coast Community College District to Provide Courses and Programs to Boeing Employees.

1. Background: Since October, 2006 Coastline's Contract Education Department has provided fee-based and credit-bearing courses and programs to Boeing employees through Boeing's Education Alliance (BEA) and in coordination with Boeing's Learning Together Program. In September 2009, Coastline responded to a Boeing RFP for their new Boeing Preferred School Partner (PSP) program which replaced the Boeing Education Alliance Program. Coastline was selected for the PSP program to deliver courses applicable to the following associate degree/certificate programs at Coastline: Business, Management, Office Support Specialist and Supervision. All courses will be credit-bearing, delivered online and offered in 8-week sessions at a tuition rate in line with other contract education distance learning programs, such as the military programs. The program will be implemented in the Summer 2010 semester. The Boeing PSP is a unique opportunity to continue our partnership under a transformed Learning Together Program (LTP) and offer courses and programs that are strategic to Boeing business.

2. Goal/Purpose:

Continue and expand partnership opportunities with Boeing Promote programs to domestic and international Boeing employees Expand future program/course offerings Increase future revenue potential

- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between The Boeing Company and the Coast Community College District to provide fee-based and credit-bearing courses to Boeing employees through Boeing's Preferred School Partner (PSP) Program and in coordination with Boeing's Learning Together Program (LTP). The term of this Agreement will commence on April 8, 2010, and will expire four years after execution date. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Boeing Attachment #2)
- **5. Fiscal Review and Impact:** Contract education enrollment fees of \$169/unit with a projection of \$30,000 in the first year.
- 4.01.02 Approve Agreement between Streaming Media Hosting Co-location (SMHC) and the Coast Community College District for the Coastline Community College Co-location for College Network Servers.

1. Background: The Streaming Media Hosting (SMH) facility in Anaheim provides co-location capabilities of Coastline's servers running our critical websites and web content.

2. Goal/Purpose:

Maintain services at Streaming Media Hosting (SMH) which provides a co-location facility for our critical websites and web content. These services will ensure 24/7/365 power, cooling, internet connectivity, support, and security for Coastline Community College.

3. Comments: None

- 4. **Recommendation Statement:** After review by the Interim College President, District Risk Services and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between SMH Co-location (SMHC) and the Coast Community College District to provide cabinets at the co-location for College network servers and related equipment for the duration of this Agreement. This facility has 24/7/365 power, cooling, internet connectivity, support and security capabilities ensuring mission critical operations. The term of this Agreement is from April 8, 2010 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. (See SMHC Co-location Attachment #24)
- 5. Fiscal Review and Impact: \$25,800 annually

4.01.03 Approve Memorandum of Understanding between Habitat for Humanity of Orange County, Inc., and the Coast Community College District.

1. Background: Coastline Community College will be building a new campus in the 1500 block of Monrovia Avenue in Newport Beach. The District has fixtures and other items it seeks to have removed and hauled from its 1535, 1537-1545 Monrovia sites in Newport Beach. The District desires to donate the fixtures removed and hauled from the site by Habitat for Humanity of Orange County for sale in their ReStores and Habitat desires to remove, haul and sell these donated materials in the ReStores. An Agreement (MOU) between the District and Habitat for Humanity of Orange County, Inc., a California nonprofit public benefit corporation has been prepared for Board approval.

2. Goal/Purpose:

Positive community relations

Develop relationship with the Habitat for Humanity of Orange County

Positive media relations

3. Comments: None

- 4. Recommendation Statement: After review by the Interim College President, District Risk Services and District General Counsel, it is recommended by the Chancellor that the Board approve the Memorandum of Understanding between Habitat for Humanity of Orange County, Inc., a California nonprofit public benefit corporation and the Coast Community College District, allowing Habitat for Humanity of Orange to remove items designated by the District that may or may not generally include, and are not limited to the following: cabinetry (actual, physical removal from location of original installation at the site), desks, water heaters, forced air units, air conditioning units, and file cabinets. The District desires to donate the fixtures removed and hauled from the site by Habitat for sale in their ReStores. Habitat for Humanity's Deconstruction Team which will begin removing the fixtures on April 8, 2010, with the work completed on April 23, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Habitat for Humanity Attachment #3)
- 5. Fiscal Review and Impact: None

4.01.04 Approve an Amendment to an Agreement between the County of Orange and the Coast Community College District/One-Stop Center to Provide National Emergency Grant (NEG) — Mortgage Assistance (Contract #16-NEG2-10) Services.

- 1. Background: The National Emergency Grant (NEG) is a program to assist workers in the mortgage industry that have been laid off. It was approved through December 31, 2009. Due to California's late start in implementing the program, the federal government has approved an extension through September 30, 2010, with no new funding.
- 2. Goal/Purpose: Offer assistance to laid-off workers in the mortgage industry.
- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the Interim President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to an Agreement between the County of Orange and the Coast Community College District/One-Stop Center to provide National Emergency Grant (NEG) Mortgage Assistance II services to eligible participants as determined through the Orange County One-Stop Delivery Center. The Amendment is to extend the term of the contract. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (Prior Board Approval: 8/19/09. See NEG2 Attachment #4)
- 5. Fiscal Review and Impact: No change in Fiscal Impact.

4.01.05 Approve Agreement between Commanding Officer, Naval Construction Battalion Center, Gulfport, and the Coast Community College District to Provide Educational Support Services to Personnel of the United States Navy.

1. Background: To better serve its military population, Coastline provides on-site outreach and educational support services to active duty personnel, reservists, eligible retired military personnel, the Department of Defense employees, and civilians at several military bases throughout the United States and overseas. Site representatives participate in outreach activities on base and assist students with the admissions, registration, and informal evaluations processes. These site representatives are sensitive to the unique challenges facing active-duty service members and are an integral part of the support network of staff that assists our military community. The Agreement to provide academic assistance at Naval Construction Battalion Center, Gulfport is an opportunity for Coastline to expand its military services and provide a valuable service to base personnel. The Agreement outlines the responsibilities of Coastline in providing these services and identifies the physical location on base where advisement services will take place.

2. Goal/Purpose:

Provide a service to the military community at Naval Construction Battalion Center, Gulfport Generate revenue for the College Establish a physical presence on base Increase enrollment in Coastline's military programs

- 3. Comments (if any): None
- **4. Recommendation Statement:** After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between

Commanding Officer, Naval Construction Battalion Center, Gulfport and the Coast Community College District to provide on-site educational support services to active duty personnel, reservists, eligible retired military personnel, the Department of Defense employees, and civilians on board Naval Construction Battalion Center, Gulfport. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Navy-Gulfport Attachment #20)

5. Fiscal Review and Impact: No Cost to District

4.01.06 Approve Agreement between Commanding Officer, William Beaumont Warrior Transition Battalion and the Coast Community College District to Acquire and Operate a National Test Center for College-Level Examination Program® (CLEP eCBT), Internet-based DSST®, and Excelsior College® Examinations (ECE CBT) Testing Programs.

1. Background: To better serve its military population, Coastline currently operates National Test Centers on the following military bases: Dyess Air Force Base, Fallon Naval Air Station, Holloman Air Force Base, Naval Construction Battalion Center Gulfport, Pensacola Naval Air Station and Point Loma Naval Base. The testing centers offer electronically-based College-Level Examination Program (CLEP®) exams, the Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) for college credit, and Excelsior College® Examinations testing programs. Military members may receive college credit for knowledge they already have through on-the-job-training, independent study, prior course work, professional military education, cultural pursuits or internships. Prior to the establishment of these e-testing centers, tests were paper-based and results could take weeks to return through the mail. Students who take the electronically-based tests will receive their scores immediately. The College receives a standard test administration fee of \$10-\$20 per test administered. The addition of a National Test Center at the William Beaumont Warrior Transition Battalion at Fort Bliss is an opportunity for Coastline to expand its military services and provide a valuable service to base personnel.

2. Goal/Purpose:

Provide a service to the military community at Fort Bliss Generate revenue for the college Establish a physical presence on base Increase enrollment in Coastline's military programs

- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Commanding Officer, William Beaumont Warrior Transition Battalion and the Coast Community College District to operate a "restricted" national test center and provide CLEP® eCBT, internet-based DSST®, and ECE CBT testing programs to military and civilian personnel at William Beaumont Warrior Transition Battalion, Fort Bliss, Texas. The term of the Agreement will extend from the date signed by both parties and shall remain in effect until terminated by either party. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Wm Beaumont-Fort Bliss Attachment #5)
- **5. Fiscal Review and Impact:** Expenses not to exceed \$10,000; a standard test administration fee of \$10-\$20 per test shall be paid for each test administered.

4.01.07 Approve Agreement between Educational Testing Service and the Coast Community College District to Administer College-Level

Examination Program® (CLEP® eCBT) Testing Programs in Support of the MOU between Commanding Officer, William Beaumont Warrior Transition Battalion and the Coast Community College District.

1. Background: To better serve its military population, Coastline operates several National Test Centers on military bases. These testing centers offer several computer and internet-based testing programs to military and civilian personnel on base including the electronically-based College-Level Examination Program (CLEP® eCBT). Educational Testing Service (ETS) has developed technology-based versions of certain ETS-owned and ETS client-owned tests which are designed to be administered to test takers on or through the use of computers, and is an authorized vendor of the College Entrance Examination Board. The Agreement between ETS and the District authorizes Coastline's National Test Center at William Beaumont Warrior Transition Battalion to operate as a test administration site and outlines the guidelines and responsibilities of ETS and Coastline in administering these examinations.

2. Goal/Purpose:

Authorizes Coastline to administer ETS-owned and ETS client-owned tests Provides guidelines and responsibilities for administration of tests Generates revenue for the college

- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Educational Testing Service and the Coast Community College District authorizing Coastline to administer CLEP® eCBT examinations to military and civilian personnel at William Beaumont Warrior Transition Battalion. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Educational Testing Service Attachment #6)
- 5. Fiscal Review and Impact: Income to District: \$20 per test administered.
- 4.01.08 Approve Agreement between Prometric and the Coast Community College District to Administer Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) for College Credit in Support of MOUs between Military Installations and the Coast Community College District to Operate as National Test Centers.
- 1. Background: To better serve its military population, Coastline operates several National Test Centers on military bases. These testing centers offer several computer and internet-based testing programs to military and civilian personnel on base including the Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) for college credit. Prometric holds all ownership and propriety rights for the DSST® testing program. The Agreement between Prometric and District authorizes Coastline's National Test Centers, as identified in Exhibit B of the Agreement, to operate as test administration sites and outlines the guidelines and responsibilities of Prometric and Coastline in administering these examinations.

2. Goal/Purpose:

Authorizes Coastline to administer DSST® examinations at National Test Centers Provides guidelines and responsibilities for administration of tests Generates revenue for the college

- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Prometric and the Coast Community College District authorizing Coastline to administer Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) examinations to military and civilian personnel at Coastline's National Test Centers. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Prometric Attachment #7)
- 5. Fiscal Review and Impact: Income to District: \$20 per test administered.

4.01.09 Approve Agreement between Orange County Performing Arts Center and the Coastline Community College Foundation for the 2010 Visionary of the Year Awards.

- 1. Background: The Visionary of the Year Awards is Coastline Community College Foundation's annual fundraising event. At this special event, the Foundation will pay respect to local "visionary" leaders from within the community--those who have also demonstrated a deep appreciation and support for higher education. This year, the Foundation has the privilege of honoring Dr. Ding-Jo H. Currie, Chancellor of the Coast Community College District; Daniel Callahan of Callahan & Blaine, APLC; Adnan Khan from the Council of Pakistan American Affairs, and Casa Resorts, Inc. The event will include a reception with the honorees and silent auction, a live performance and awards program, and a VIP after-party.
- 2. Goal/Purpose: Fundraising event for scholarships and various College programs.
- 3. Comments (if any): None.
- 4. Recommendation Statement: After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the Orange County Performing Arts Center and the Coastline Community College Foundation. The Agreement outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See OCPAC Attachment #8)
- 5. Fiscal Review and Impact: Expenses NTE \$60,000 to be paid from proceeds raised from the event.

4.01.10 Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Sixth Edition of the Telecourse Student Guide for Cycles of Life: Exploring Biology

- 1. Background: Cengage Learning wishes to publish the sixth edition of the Telecourse Student Guide for Cycles of Life: Exploring Biology, to accompany the Cycles of Life telecourse produced by Coast Learning Systems. The Publisher and Coast Learning Systems wish to have Coast prepare the necessary revisions for the sixth edition under the same terms and conditions applicable to the Telecourse Student Guide under the Agreement approved by the Board of Trustees on 11/11/94.
- 2. Goal/Purpose: To revise the current Telecourse Student Guide for Cycles of Life: Exploring Biology (5 Edition) to accommodate the new edition of the textbook, Biology: Concepts and Applications by Cecie Starr.

- 3. Comments (if any): None
- **4. Recommendation Statement:** After review by the Interim College President and Risk Services, it is recommended by the Chancellor that the Board approve the Amendment to the Agreement between Cengage Learning and the Coast Community College District to revise and publish the Sixth Edition of the Telecourse Student Guide for Cycles of Life: Exploring Biology according to the Agreement. The Board President, or designee, is authorized to sign the Amendment, and any related documents, indicating approval by the Board of Trustees. (Prior Board approval: 11/11/94. See Cycles of Life SG Attachment #9)
- 5. Fiscal Review and Impact: Publisher grant to Coast District of \$4,000

4.01.11 Approve Agreement between SunGard Higher Education and the Coast Community College District to Implement Seaport Integration Phase II Services.

- 1. Background: Over the last ten years, Seaport (Coastline's Learning Management System) became a critical component of Coastline's Distance Learning and Military Programs. With the implementation of MyCCC, it has transitioned into the key interface and course portal for all Coastline students and faculty. The continued capacity of Seaport to expand and improve instructional effectiveness is dependent upon targeted enhancements and continuous improvements. Seaport Integration Phase II is designed to improve Seaport's integration with Luminous and Banner by expanding capabilities that will directly benefit both students and instructors. Phase II consists of adding two important features: (1) the automatic transfer of grades from Seaport's Gradebook to Banner and (2) the automatic generation and distribution of "early alerts" out of Seaport's Gradebook to Luminous Channels and/or emails that would be pushed directly to students and counselors based upon selectable variables set by instructors, i.e., notification of due dates for tests, quizzes, or assignments and/or provide critical and timely updates to students and/or counselors concerning outstanding and/or failing performance.
- 2. Goal/Purpose: To improve and enhance Seaport's integration with Luminous and Banner
- 3. Comments (if any): None
- **4. Recommendation Statement:** After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to the Agreement between SunGard Higher Education and the Coast Community College District for Seaport Integration Phase II. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See SunGard HE Attachment #10)
- 5. Fiscal Impact: Expense amount estimated at 300 hours at \$180/hr or \$54,000. The source of funding for this initiative is Contract Education.

4.01.12 Approve Agreement between Santa Clarita Community College District and the Coast Community College District to Apply for Grant Funding for Captioning of Geology Videos.

1. Background: Coast Learning Systems of Coastline Community College is developing an introductory geology course for use at Coastline Community College and to market nationwide. ADA compliance suggests that videos delivered online should contain open captioning, and videos delivered via DVD to students should contain closed captioning. Additionally, video segments from this course will be placed on the EduStream repository for access to all California community colleges. We are applying for a DECT grant to cover the cost of captioning services.

- 2. Goal/Purpose: To obtain grant funding for open and closed captioning, meeting ADA compliance on course media.
- 3. Comments (if any): None
- **4. Recommendation Statement:** After review by the Interim College President and Risk Services, it is recommended by the Chancellor that the Board approve the Agreement between the Santa Clarita Community College District and the Coast Community College District to apply for grant funding for the captioning of geology videos. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Geology Captions Attachment #11)
- 5. Fiscal Review and Impact: Grant funding would reimburse \$2,592 to cover cost of captioning.
- 4.01.13 Approve an Amendment between the State of California Department of General Services and the Coast Community College District/One-Stop Center for the Additional Leased Space by the Employment Development Department for the purpose of providing American Recovery and Reinvestment Act (ARRA) Services at the Orange County One-Stop Center Westminster site.
- 1. Background: The State of California Employment Development Department has requested an additional 657 net usable square feet of office space at the Orange County One-Stop Center Westminster to provide additional staff to assist in the American Recovery and Reinvestment Act Programs required by the Department.
- 2. Goal/Purpose: To provide American Recovery Reinvestment Act (ARRA) services to the public that enhances the Employment Development Department services currently offered at the One-Stop Center.
- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the Interim President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to an Agreement between the State of California Department of General Services and the Coast Community College District/One-Stop Center to provide an additional 657 net usable square feet for the term commencing on October 1, 2009 through June 30, 2011 and increase the monthly rate too include an additional \$1,130.04 per month. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (Prior Board Approval: 5-4-05. See EDD Westminster Sublease 2010 Attachment #12)
- **5. Fiscal Review and Impact:** Monthly rent increase of \$1,130.04 from October 1, 2009 through June 30, 2011 per Agreement.
- 4.01.14 Approve an Amendment between the State of California Department of General Services and the Coast Community College District/One-Stop Center for the Additional Leased Space by the Employment Development Department for the purpose of providing American Recovery and Reinvestment Act (ARRA) Services at the Orange County One-Stop Center Irvine site.

- **1. Background:** The State of California Employment Development Department has requested an additional 448 net usable square feet of office space at the Orange County One-Stop Center Irvine to provide additional staff to assist in the American Recovery and Reinvestment Act Programs required by the Department.
- 2. Goal/Purpose: To provide American Recovery Reinvestment Act (ARRA) services to the public that enhances the Employment Development Department services currently offered at the One-Stop Center.
- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the Interim President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to an Agreement between the State of California Department of General Services and the Coast Community College District/One-Stop Center to provide an additional 448 net usable square feet for the term commencing on October 1, 2009 through June 30, 2011 and increase the monthly rate to include an additional \$972.15 per month. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (Prior Board Approval: 5-4-05. See EDD Irvine Lease Amendment Attachment #13)
- **5. Fiscal Review and Impact:** Monthly rent increase of \$972.16 from October 1, 2009 through June 30, 2011 per Agreement.

4.01.15 Approve an Amendment to an Agreement between NCS Pearson, Inc. and the Coast Community College District to Provide Computer-based Professional and Occupational Certification Examinations.

- 1. Background: In August 2009, the Coast Community College District entered into an Agreement with NCS Pearson, Inc. authorizing Coastline to provide computer-based professional and occupational certification examinations to military service members, military spouses and eligible civilians on National Test Centers (NTC) operated by Coastline. Coastline operates NTCs on the following military bases: Dyess Air Force Base, Fallon Naval Air Station, Holloman Air Force Base, Naval Construction Battalion Center Gulfport, Naval Air Station, Pensacola and Point Loma Naval Base. Currently, these exams are offered only at NAS Pensacola. Pearson has announced that they are aligning themselves with current compensation for programs funded by Defense Activity for Non-Traditional Education Support (DANTES) and is increasing their existing revenue payment plan of \$10/administered exam to \$20/administered exam for the delivery of the following: GMAT, Excelsior College Exams, Excelsior Military Funded Exams and UExcel. All other exams will continue to be compensated at \$10 as stated in original Agreement.
- 2. Goal/Purpose: Change payment terms
- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the Interim College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to an Agreement between NCS Pearson, Inc. and the Coast Community College District authorizing Coastline to administer computer-based professional and occupational certification examinations to military service members, military spouses and eligible civilians on National Test Centers operated by Coastline. The Amendment states that Pearson will pay District \$20 per test administered for the following exams: Excelsior College, Excelsior College Funded Military, UExcel and GMAT. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (Prior Board Approval: 8/19/09. See Pearson Attachment #19)
- 5. Fiscal Review and Impact: Increase revenue from \$10 to \$20 per test administered.

4.01.16 Approve an Amendment to an Agreement Number 3 between

the City of La Habra and the Coast Community College District/One-Stop Center for the purpose of leasing space for the Youth Program at the Orange County One-Stop Center – Westminster site.

1. Background: The City of La Habra sublease is to provide space to a Workforce Investment Board Youth Program for the Northern Region to serve youth ages 16 – 24 years of age.

2. Goal/Purpose: To provide services for youth ages 16 - 24 years of age.

3. Comments (if any): None

4. Recommendation Statement: After review by the Interim President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to an Agreement between the City of La Habra and the Coast Community College District/One-Stop Center to extend the terms of the lease commencing on January 1, 2010 through December 31, 2014 and increase the monthly rates 5 cents per square foot, yearly (see table below) for a monthly rental amount starting at \$2,150.33 per month. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (Prior Board Approval: 6/17/09. See La Habra Lease Attachment #14)

Period	Monthly Per Sq Ft Rental Rate	Monthly Base Rent
1/10/10 - 12/31/10	\$1.75	\$2,150.33
1/10/11 - 12/31/11	\$1.80	\$2,211.77
1/10/12 - 12/31/12	\$1.85	\$2,273.21
1/10/13 - 12/31/13	\$1.90	\$2,334.65
1/10/14 - 12/31/14	\$1.95	\$2,396.09

5. Fiscal Review and Impact: Monthly rent starting at \$2,150.33 and increasing January of each year per Agreement.













Boeing.pdf Habitat for Humanity.pdf NEG2.PDF Wm Beaumont-Fort Bliss.pdf Navy-Gulfport.pdf Educational Testing Service.pdf









Prometric.pdf OCPAC.pdf Cycles of Life SG.pdf SunGard HE.pdf

Credit out commission of the Company

ACPACE HOME

4.02 Approval of Agreements - Golden West College

Meeting:

04/07/2010 Regular Meeting 4. Action Items

Category:

Agenda Type: Action Public Access: Yes

Agendation Conten

4.02 Approval of Agreements - Golden West College

NONE

ACCIOCULCIO

4.03 Approval of Agreements - Orange Coast College

Meeting:

04/07/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

keentellen Goden

4.03 Approval of Agreements - Orange Coast College

4.03.01 Approve Agreement between the State of California Department of Boating and Waterways and the Coast Community College District to Provide a Grant in the Amount of \$24,650

1. Background: The OCC School of Sailing and Seamanship and the Coast Community College District have received grants from the California Department of Boating and Waterways for more than 15 years. The grants have helped us provide thousands of At-Risk youth with sailing instruction free of charge, upgrade equipment and train instructors.

2. Goal/Purpose:

Provide scholarships for youth-at-risk and middle school students to receive Beginning Sailing & Boating Safety instruction;

Provide scholarships for high school and college students to receive safe powerboating instruction; funds to purchase five new sets of Lido 14 sails; travel funds to attend one annual CA DBW conference; instructor training funds.

- 3. Comments (if any): Review by Risk Services
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the State of California, Department of Boating and Waterways and the Coast Community College District to provide scholarships for At-Risk boating courses, equipment for OCC Lido, sailing instructor training and assistance to attend required CA DBW conference. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 15).
- **5. Fiscal Review and Impact:** Total grant \$24,650.00 (\$4,050 for equipment purchase; \$20,400 for scholarships and \$1,200 for instructor training) for the fiscal year 2010-2011, and there are no matching requirements and no ongoing fiscal commitments.

4.03.02 Approve Agreement between the Community College Library Consortium and the Coast Community College District to renew electronic databases

Background: The Orange Coast College Library has subscribed to electronic resources since January 2001. All subscriptions renew annually. The renewal cycle for our collection of electronic databases occurs

three times per year: summer, fall and spring. The collection of electronic databases is selected by our librarians, who work closely with faculty and the curriculum to determine the proper breadth and depth of resources needed. This request is the last of three renewals for this year and will keep our resources current through 2010/2011.

Goal/Purpose: Electronic databases provide students with greater breadth and increased access (24/7) to common print-based library materials, such as newspapers and periodicals. This provides increased access to a wider array of library resources and is directly related to student success.

Comments: None.

Recommendation Statement: After review by the College President and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into an agreement between the Community College Library Consortium and the Coast Community College District for the renewal Cycle for OCC Library electronic databases effective July 1, 2010, through June 30, 2011. Original date of agreement for the databases is January, 2001. (See Attachment #16).

CQ Press

CQ Global Researcher

CQ Press

CQ Researcher w/o PEOR

Lexis Nexis

Academic

McGraw-Hill

Access Science

Serials Solutions360 Core

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

Fiscal Impact: \$14,782.21





Community College Library Consortium Agreement.pdf Dept. of Boating and Waterways.pdf

ত্রিটেডিট ইন্টানিটিটিড়ে জিল্লেন ডিল্লেনিটিড়ে

(अहाँ) है के किल्ला क

4.04 Approval of Agreements - District

Meeting:

04/07/2010 Regular Meeting

Category:

4. Action Items Agenda Type: Action (Consent)

Public Access: Yes

Arenteden Genten

4.04 Approval of Agreements - District

4.04.01 Approve Renewal of Service Agreement between Mandate Resource Services, LLC and the Coast Community College District for **Mandated Cost Claim Preparation Services.**

1. Background

The California State Constitution provides that agencies may recover costs associated with carrying out programs mandated by the State of California. In order to obtain a reimbursement, claims must be properly filed each year by the designated due dates. Although the State has not allocated funds to pay these claims in the last several years, failure to file the claims on time results in the District being ineligible for reimbursements when funds become available. The State now owes the District over \$3 million for claims dating back to 2002-03.

The District currently files claims for the Integrated Waste Management, Open Meetings Act, and Collective Bargaining programs. The costs of preparing these claims are also reimbursable through the Mandate Reimbursement program. New test claims are also occasionally filed and, if approved, are available for reimbursement. Mandate Resource Services has prepared the District claims in a reliable, effective manner. New available programs are identified and, when appropriate, claims are filed. Laws and claiming instructions are kept current to maximize the District claims.

2. Goal/Purpose

- a. To properly prepare State mandated cost reimbursement claims
- b. To be updated on laws, programs, and information related to State mandated costs

3. Recommendation

After review by the Vice-Chancellor, Administrative Services and District General Counsel, it is recommended by the Chancellor that the Board approve the Service Agreement between Mandate Resource Services, LLC and the District. This Agreement provides for claims preparation and services related to the State Mandated Cost programs. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Mandate Resource Services, LLC Attachment No. 27)

4. Fiscal Impact: Cost of \$8,000 is reimbursable through the mandated cost reimbursement program. Net cost: \$0.

4.04.02 Authorization to Enter into a Retainer Agreement between Callahan and Blaine and the Coast Community College District

On January 20, 2010, the Board authorized the District to hire Callahan and Blaine to represent its interests in pending litigation. Following the Board's approval to utilize Callahan and Blaine, they provided the District with this Retainer Agreement.

After review by the Risk Services Manager, and the District's General Counsel, it is recommended by the Chancellor that authorization be given to enter into the Retainer Agreement between the Law Offices of Callahan and Blaine and Coast Community College District for the purpose of providing legal 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. (See Attachment #17).

Fiscal Impact: Legal fees to be paid from funds budgeted for legal services.

4.04.03 Authorization to Enter into a Retainer Agreement between Callahan and Blaine and the Coast Community College District

On March 11, 2010, the Board authorized the District to hire Callahan and Blaine to represent its interests in a matter regarding a California Public Records Act request and related matters. Following the Board's approval to utilize Callahan and Blaine, they provided the District with this Retainer Agreement.

After review by the Risk Services Manager, it is recommended by the Chancellor that authorization be given to enter into the Retainer Agreement between the Law Offices of Callahan and Blaine and Coast Community College District for the purpose of providing legal 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. (See Attachment #18).

Fiscal Impact: Legal fees to be paid from funds budgeted for legal services.

4.04.04 Approve Lease between the California Highway Patrol (CHP) / State of California and the Coast Community College District for Use of Space at the La Habra Heights Broadcasting Facility.

1. Background: Coast Community College District built the La Habra Heights broadcasting facility in 1972 to transmit Coastline telecourses to Orange County students through KOCE-TV. The CHP rents available space in the building and on the tower for California's Public Safety Network System (PSNS).

2. Goal/Purpose:

Renew existing 1997 lease and increase initial rent per Consumer Price Index. Add 2% annual increase thereafter Create additional opportunities for funding

3. Comments (if any): District Information Services (DIS) uses the La Habra Heights facility as a critical backup link for its Wide Area Network (WAN) between Golden West College, Coastline College and Orange Coast College.

DIS is also developing a Master Plan for new and replacement tenants at Coast's broadcasting facility. The City of La Habra Heights requested the Master Plan to facilitate their Conditional Use Permit (CUP)

process for Coast's facility and its broadcasting tenants.

- **4. Recommendation Statement:** After review by the Administrative Director, District Information Services, Vice Chancellor of Administrative Services, and District General Counsel, it is recommended by the Chancellor that the Board approve the Lease between the California Highway Patrol / State of California and Coast Community College District. The Lease outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Lease and any related documents, indicating approval by the Board of Trustees. (See Attachment#21)
- 5. Fiscal Review and Impact: Gross Income of \$13,200 per year.







Callahan & Blaine Agrmt #2.pdf Callahan & Blaine Agrmt #1.pdf CHP La Habra Heights Lease 2010-rev2.pdf

(College) Continued the Continued Continued

/: (Cantel:) (Care

4.05 Buildings and Grounds Approvals

Meeting:

04/07/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

Acenie hen Conen

4.05 Buildings and Grounds Approvals

- 4.05.01 Authorization to File Notice of Completion
- 4.05.02 Approve Architect Agreement with Hill Partnership, Inc.; Golden West College Language Arts Complex; Final Project Proposal
- 4.05.03 Approve Independent Contractor Agreement with Psomas; Orange Coast College Sewage Lift Station Analysis
- 4.05.04 Authorization for Addendum No. 1 to Bundy Finkel Architects; Orange Coast College Student Center Temporary Swing Space
- 4.05.05 Ratification of Termination of General Contractor from the Orange Coast College Softball Field Project; Bid No. 1964
- 4.05.06 Approve Lease Agreement with Mobile Modular Management; Orange

Coast College Student Center Renovation Swing Space BuildingsAndGrounds0407.pdf

erako arrioleka eraki izaben bendulikian disempekerak barrioleka zuen eraki

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 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.

CCC Restoration of Exterior Metal Panels, Bid No. 1967 Contractor: Painting & Décor

4.05.02 Approve Architect Agreement with Hill Partnership, Inc.; Golden West College Language Arts Complex; Final Project Proposal

1. Background

As part of the Golden West College Facilities Master Plan this project was submitted and accepted as an Initial Project Proposal (IPP) by the State Chancellor's Office. In an effort to jointly fund this project (80% state funded, 20% District match) the campus has requested submission of a Final Project Proposal (FPP) to the State for consideration. If approved, this project will be scheduled to receive design funding in 2012, begin construction in 2014, with occupancy expected in November 2015.

2. Goal/Purpose

The Project proposes replacement of the Humanities Building with a new Language Arts facility of 37,930 ASF. The net impact will be 10,537 ASF of new, additional space, which will meet the current demands for Language Arts. It will also consolidate the entire division into a single facility to better serve students - providing a centralized home for English, ESL, World Languages, Humanities and Communication Studies. As a secondary effect of this Project, the current Humanities Building would be demolished. The Humanities Building has a significant subsidence problem that will, over the next 8 to 10 years, compromise the overall structural integrity of the facility.

3. Comments

None

4. Recommendation Statement

After review by the Golden West College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction, the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Hill Partnership, Inc. for architectural services for the Golden West College Language Arts Complex Final Project Proposal.

The scope of services is to include the following tasks:

a. Final Project Proposalb. Reimbursable Expenses

\$57,000

\$ 1,500

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

Fiscal Impact: \$58,500

(District Capital Outlay Funding) Master Plan Approved Project GWC Language Arts Complex

4.05.03 Approve Independent Contractor Agreement with Psomas; Orange Coast College Sewage Lift Station Analysis

1. Background

The Utility Plan of the ABC Buildings construction plan set shows approximately 350 lineal feet of existing sewer was removed and reconstructed to allow construction of the new ABC Buildings. The construction documents specified the installation of a sewer lift station to handle the increased demand on the system, which was subsequently installed per plan. On at least four occasions the lift station has failed, causing the pump to clog and overload the electrical circuit breaker. Pump failure requires considerable effort and expense, confined space entry into the wet well to disconnect and reconnect the pump discharge piping, and creates a nuisance for the public on campus while the maintenance work is being performed.

2. Goal/Purpose

Review of the existing sewage lift station, analysis of failures, and recommendations for improvements consistent with long-term campus master plan.

3. Comments

None

4. Recommendation Statement

After review by the Orange Coast College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction, and Vice Chancellor of Administrative Services it is recommended by the Chancellor that authorization be given to employ Psomas for engineering services for the Orange Coast College Sewage Lift Station Analysis pursuant to a Standard Independent Contractor Agreement.

The scope of service is to include the following tasks:

- a. Meetings, Utilities Research, Update Utilities Basemap
- b. Piping Capacity Analysis and Sewer Master Plan Alternatives
- c. Existing Lift Station Analysis and Recommendations
- Reimbursable Expenses not to exceed \$3,000

The fee to perform the above service is \$22,730.

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

Fiscal Impact: \$22,730

(General Obligation Bond fund – Measure C)

Master Plan Approved Project

OCC Science Facilities

OCC New Consumer Health & Lab Science Building

4.05.04 Authorization for Addendum No. 1 to Bundy Finkel Architects; Orange Coast College Student Center Temporary Swing Space

1. Background

After the original contract was awarded it was determined that additional needs were outlined and revisions to the original layout were requested. The Facilities project team has determined that additional levels of coordination with modular design information was needed within a limited timeframe to meet the schedule.

2. Goal/Purpose

Construct a temporary Student Center with adequate capacity to serve student population and food service instructional program needs.

3. Comments

None

4. Recommendation Statement

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 Chancellor that authorization be given to accept Addendum No. 1 for additional architectural services for the Orange Coast College Student Center Temporary Swing Space.

The scope of services is to include the following:

 Furnish and coordinate the plumbing engineering design service for the Temporary Kitchens Project.

a. Plumbing Engineer

\$2,640

b. Civil Engineer

\$2,365

 Provide additional electrical engineering to furnish and coordinate site lighting design, add communication infrastructure, provide multiple power points and modular building load review.

Electrical Engineer

\$4,180

 Provide additional civil engineering reflecting redesign and revising utility/site and grading plans.

a. Civil Engineer

\$2,420

The total fee for above services is \$11,605.

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

Fiscal Impact: \$11,605

(General Obligation Bond Fund/Measure C)
Master Plan Approved Project

OCC Upgrade Student Services

OCC Student Center

4.05.05 Ratification of Termination of General Contractor from the Orange Coast College Softball Field Project; Bid No. 1964

Background:

On January 21, 2010 a formal Notice of Termination of Contractor Agreement was served to MJ Contractors, Inc. (MJC) pursuant to the Orange Coast College Softball Field Project (Bid No. 1964). Despite continual requests and guidance from CCCD personnel, MJC materially breached its' contractual obligations pursuant to the following:

- I. Pursuant to Paragraph 6 of the Agreement and Article 13(a) of the General Conditions, MJ Contractors failed to make prompt payments to subcontractors under MJC's control. MJC's repeated failure to timely compensate subcontractors for services they had performed resulted in numerous Stop Notices being filed. Unresolved stop notices resulted in the inability of CCCD to issue progress payments to MJC.
- II. Pursuant to Paragraph 6 of the Agreement and Article 13(a) of the General Conditions, MJC failed to maintain the project progress to ensure its completion in the time specified in the project Special Conditions. Substantial completion of this project was recorded with the Orange County Recorder on December 21, 2009. Since that time, MJC had made minimal progress toward resolving required project completion items. The Architect of Record (AOR) is unable to close-out this project with the Division of State Architect due to outstanding "non-compliant" work.

In accordance with Article 13(a) of the project General Conditions, MJC was granted a "10-day curing period" in which to resolve the above listed issues. No further action was taken by the contractor and upon expiration of the agreed upon 10-day period, the Agreement for Contractor Services between Coast Community College District an MJ Contractors, Inc. was terminated.

Expected Outcome:

The District has been in communication with International Fidelity Insurance Company (IFIC), the performance bond holder for the above contractor, to coordinate completion of this project. In addition, as the payment bond holder, IFIC will be required to satisfy all stop notices (payment liens) against the contractor prior to the receipt of any project completion payments from the District. It is anticipated that final completion of this project will be delayed by four to six months, however substantial completion has been attained the field is currently being utilized.

Recommendation:

After review by the Vice Chancellor, Administrative Services, and Assistant Director, District Facilities, it is recommended by the Chancellor that the board ratify the termination of general contractor, MJ Contractors, Inc. (MJC) for cause, from the Orange Coast College Softball Field Project (Bid #1964),

effective February 6, 2010. MJC has failed to competently and diligently perform services required pursuant to its contractor agreement with the District for this project.

Fiscal Impact: No Cost Impact to the District (Bond holder on this project will incur all completion costs).

4.05.06 Approve Lease Agreement with Mobile Modular Management; Orange Coast College Student Center Renovation Swing Space

1. Background

In order to renovate the existing Orange Coast College Student Center, maintain adequate food service, and preserve the continuity of the Culinary Arts instructional program, the Facilities team in conjunction with the Food Services/Culinary divisions have developed a temporary "swing space" facility that will accommodate the campus needs during the Fall 2010 semester. The temporary facility will be located in the existing utility field located between the Watson Hall and Literature and Language buildings (approximately 500 feet away from the current Student Center). The temporary space will house the Associated Students offices and allow all food programs and services to continue with marginal modification during the anticipated seven month construction.

2. Goal/Purpose

This space will serve as the short-term transitional space for the Associated Students offices, food services, and Culinary Arts instruction during the Fall 2010 semester.

3. Comments

None

4. Recommendation Statement

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve a lease agreement between Mobile Modular Management Corporation and the Coast Community College District. This lease agreement will provide necessary temporary buildings for the Orange Coast College Student Center Renovation Swing Space during the Student Center renovation. The Board finds that it is in the District's best interest to utilize the Santa Ana Unified School District Piggyback Bid No. 14-05 in accordance with Public Contract Code Sections 20118 and 20652, so as to avoid increased project costs and substantial delay in project completion. The Board President, or designee, is authorized the lease agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #22)

- a. Cafeteria Relocation \$689,057
 (To include delivery, set up, and removal of a production kitchen, loading/unloading area, cafeteria seating area, and associated equipment including a monthly lease of \$79,040 for a lease period starting July 2010 through January 2011)
- b. Captain's Table Relocation

\$490,728

(To include delivery, set up, and removal of the Captain's Table restaurant, Culinary Arts lab kitchen/bakery, and associated equipment including a monthly lease of \$52,547 for a lease period starting July 2010 through January 2011)

- c. Associated Students Offices and Classroom Building \$109,223 (To include delivery, set up, and removal of a 84' x 60' building to serve as the ASOCC offices and Culinary Arts Program classroom, including a monthly lease of \$6,445 for a lease period starting July 2010 through January 2011)
- d. Restroom Building \$31,785 (To include delivery, set up, and removal of a 12' x 60' restroom building, including a monthly lease of \$2,970 for a lease period starting July 2010 through January 2011)
- e. Security Deposit

\$82,000

f. Allowance for Orange County Health Department
Requirements \$10,000

(This allowance will be used for any mandates by the Orange County Health Care
Agency during the set up of the building. The allowance may only be used if preapproved by the College, the construction manager, and District Facilities.)

Fiscal Impact: \$ 1,412,793

(Measure C General Obligation Funds)
Master Plan Approved Project
OCC Upgrade Student Services
OCC Student Center Renovation

Acerdal Lem

4.06 General Items of Business - Coastline Community College

Meeting:

04/07/2010 Regular Meeting

Category:

4. Action Items Agenda Type: Action (Consent)

Public Access: Yes

Atemedica Conen

4.06 General Items of Business - Coastline Community College 4.06.01 Approval for the Orange County Registrar of Voters to Place a Voting Poll at Coastline Community College.

After review by the Interim College President and the Vice President of Administrative Services, it is recommended by the Chancellor that the Board approve the Registrar of Voters for the County of Orange to operate a voting poll at Coastline Community College Center on June 8, 2010, for the Statewide Primary Election. This voting poll will provide registered voters in this voting precinct with an opportunity to cast their ballots in the Coastline College Center building without disruption to ordinary District business. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Voting Poll will be operated by the County Registrar of Voters at no cost to the College or District.

Recional Annihistative Cononi

4.07 General Items of Business - Golden West College

Meeting:

04/07/2010 Regular Meeting

4. Action items

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

Actand doin Concar

4.07 General Items of Business - Golden West College

NONE

CCCD Agenda 04/07/10

Legiter Herri

4.08 General Items of Business - Orange Coast College

Meeting:

04/07/2010 Regular Meeting

Category: 4. Action Items Agenda Type: Information

Public Access: Yes

Acercallen Content

4.08 General Items of Business - Orange Coast College

NONE

Adding the minister of the content

Sederice(2/1/2016 and to Alleylandequestrate Lasquella and collected depositions

4.09 General Items of Business - District

Meeting:

04/07/2010 Regular Meeting

Category:

4. Action Items Agenda Type: Action (Consent)

Public Access: Yes

Action of the section of

4.09 General Items of Business - District

4.09.01 Authorization to Purchase Library Shelving for Golden West College Learning Resource Center using the (CMAS) California Multiple Award Schedule Volume Contracts.

Background

Public Contract Code 20652 provides authority for the governing board of any Community College District without advertising for bid, the use of other public agencies contracts for the purchase of equipment when the board has determined it to be in the best interest of the district. The library shelving being purchased from Yamada Enterprises, Estey, CMAS Contract No. 4-09-71-0066B (expiration date 11/30/2010) will allow the GWC Learning Resource Center to continue on schedule for a completion date in July and an opening for the Fall semester.

Goal/Purchase

Purchase library shelving to prepare new Learning Resource Center for Fall Semester opening.

3. Comments

None

Recommendation Statement

After review by the Vice President, GWC Administrative Services, Director of Purchasing, and Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the purchase of Estey library shelving utilizing the CMAS No. 4-09-71-0066B volume purchasing agreement.

5. Fiscal Review & Impact

Expense amount Not To Exceed \$191,000 from Measure C General Obligation Bond Funds.

4.09.02 Approval of Amendment to the Agreement with Follett Higher **Education Group for Bookstore Services**

After review by the Vice Chancellor of Administrative Services and the District General Counsel, it is recommended that the Board approve the Amendment to the Agreement with Follett Higher Education Group, effective April 8, 2010. The Amendment to the Agreement allows the District to expand its collaboration with Follett Higher Education Group to include all three colleges of the Coast Community College District. Changes made since the March 17 meeting are shown in redline. The Board President or designee is authorized to sign the Amendment to the Agreement and any related documents indicating approval by the Board. (See Attachment #23)

4.09.03 Election of Members to the California Community College Trustees (CCCT)

The CCCT holds elections each year for one-third of its membership of 21 community college trustees throughout California. CCCT has submitted a roster of candidates to each community college district in California. The Board of Trustees can vote for up to seven candidates. Votes are due to the CCCT offices in Sacramento no later than April 26, 2010. A packet of information on the ten candidates running for CCCT in 2010 is attached to each Trustee's agenda (See Attachment #25).

It is recommended by the Board President that Trustees vote for the following list of seven candidates:

Louise Jaffe, Santa Monica Community Collge District (Incumbent)
Stephen Castellanos, San Joaquin Delta Community College District
Cy Gulassa, Peralta Community College District
Isabel Barreras, State Center Community College District (Incumbent)
Donald L. Singer, San Bernardino Community College District (Incumbent)
Walter G. Howald, Coast Community College District (Incumbent)
Eva Kinsman, Copper Mountain Community College District

The Board President and Board Secretary, are authorized to sign any related documents related to this election, indicating approval by the Board of Trustees.

ន្តិមេស៊ីតែមាននៅនិងជាជានេះ ជាព្រះមាននេះបាន		
Secure Services and a service of the	The second of th	

/ՀՆ (સાઉ!: કોલા)

4.10 Resolutions

Meeting:

04/07/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

College Hear Concor

4.10 Resolutions

4.10.01

Coast Community College District Board of Trustees Resolution # 010-05

Resolution To Enter Into An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center Instructional Materials Grant

WHEREAS, the Board of Trustees of the Coast Community College District has read the proposed Agreement entitled Certification of Application for Fiscal Year 2009-2010 as attached to this Agenda (see Attachment #1), Child Development Division, Child Development Program and the Coast Community College District (Orange Coast College); and

WHEREAS, the Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said Agreement;

THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby authorize Ding-Jo H. Currie, Ph.D., Chancellor; Kim Allen, Administrative Director of Fiscal Affairs; or Chandula M. Brahmbhatt, Vice Chancellor of Administrative Services, of the Coast Community College District on behalf of the organization to sign and execute said Agreement and all amendments thereto, except to increase the financial liability of said organization.

Colling Administrative Stuffen

respective (12 miles of general in Policies (10 of 10 of

/:veandenlen

4.11 Approval of Minutes

Meeting:

04/07/2010 Regular Meeting

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

Arande Han Gamen

4.11 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: March 17, 2010



Min 3-17-10 Regular Meeting.pdf

Accided a complete the content

.

/xelander licen

4.12 Personnel Action Item

Meeting:

04/07/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

koentallen Contra

4.12.01 Ratification of the Tentative Agreements Between the Coast Community College Association/California Teachers Association-National Educators Association (Coast CCA/CTA-NEA) and the Coast Community College District

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board ratify the tentative Agreement between the Coast Community College Association/California teachers Association-National Educators Association (Coast CCA/CTA-NEA) and the Coast Community College District. The District and CCA/CTA negotiated Article XV. Scheduling. This amended Article (listed below) has been reviewed and ratified by the CCA/CTA membership and will go into effect upon ratification by the Board of Trustees. (NOTE: New language is *italicized*)

ARTICLE XV. SCHEDULING

Section 1. Notification

- (a) A scheduling calendar, including no less than the information listed below, will be furnished to each Unit Member at the beginning of the scheduling process for each semester.
 - (1) Beginning date of scheduling process.
 - (2) Schedule requests may be made on a form provided by the District for that purpose
- (3) Dates of periods during which schedule requests may be made.
- (4) Date by which initial scheduling assignments will be completed.
- (b) Each Unit Member who is scheduled according to Section 1(a), above, will be notified no later than the date indicated in Section 1(a) (3), above.
- (c) If a Unit Member is not scheduled for the succeeding semester to the one currently employed, he or she may submit a written request to the appropriate Vice President or designee requesting the reason. A response in writing will be supplied upon such request, with a copy of said response to the Association. If requested by either the Unit Member or the appropriate Vice President or designee, a conference shall be held between the individuals to discuss such reasons. Upon request, an Association representative may be present.

Section 2. Assignment of Classes

Part-time Faculty Members who have been employed for eight (8) consecutive semesters or more at one specific CCCD college (GWC, OCC, or CCC) and whose two most recent evaluations exhibit an overall summary of "meets or exceeds the standard" shall be given first consideration of assignment for the class or classes in their discipline currently taught by them. Because of full-time contractual provisions related to overload, a full-time Faculty Member may assume the class or classes of a part-time Faculty Member provided those are classes which the full-time Faculty Member regularly teaches. Further,

because of cancellation or reduction of a full-time Faculty Member's load, the full-time Faculty Member may assume the class or classes of a part-time Faculty Member provide those are classes for which the full-time Faculty Member is qualified to teach according to his/her FSA. Scheduling decisions shall be made taking into consideration the needs of the college, instructional programs, staff and students.

- (a) "first consideration" means the part-time faculty member's requests will be considered before considering others in developing the final schedule.
- (b) For purposes of defining a class in this section, a "class(es)" is a section determined by the method of delivery: face-to-face, hybrid, 8-week online, and 16-week online, for example, are different classes of the same course.
- (c) "overload" shall have the same meaning as used in the CFE Collective Bargaining Agreement.

(NEW SECTION)

Section 3. New Course Development

A part-time faculty member who develops, on his or her own initiative (not work for hire), a new course or creates a class that is a new delivery method of an existing course, and that class has been placed on the schedule with required enrollment, shall have the protection of Article XV, Section 2 after four consecutive semesters.

Section 4. Scheduling Decisions

The College scheduling decisions, and the reasons therefore, shall not be subject to the grievance procedure in this Agreement.

发展。在GETATELETTERS AND					
•		•			
Expanding the state of the stat	A 100 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Protection of Colorada	or √e area		

ned hadness

5.00 Public Comment (Items not on Agenda)

Meeting:

04/07/2010 Regular Meeting

Category:

5. Public Comment

Agenda Type: Information

Public Access: Yes

remedian Conta

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 <u>Brown Act</u>. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.

It is the intention of the Coast Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the 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.

ere e le contra le confeneración de la contra la

Acander Man 6.00 Adjournment

Meeting: 04/07/2010 Regular Meeting
Category: 6. Adjournment
Agenda Type: Information
Public Access: Yes

Acenta lien Content

6.00 Adjournment

159

• . .

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	12/9/09	Lorraine Prinsky; 2 nd Walt Howald	Chancellor	Provide the Board with frequent updates on the District's compliance with the 50% Law and that every other meeting provide the Board with an understanding of the impact of the ENDS Program on the 50% Law	Ongoing	P
2	11/18/09	Walt Howald; 2 nd Lorraine Prinsky	Chancellor	Provide a status report of the OCC Bookstore and Food Service revenue matter. (To include Starbucks Coffee Company as requested by Ms. Hornbuckle at the 3-3-2010 Board Meeting.	May 5, 2010	P
3	11/18/09	Jim Moreno; 2 nd Mary Hornbuckle	Chancellor	Provide a report of Operational Issues at Golden West College Bookstore and provide suggestions for improvement.	Pending	P
4	11/18/09	Jerry Patterson; 2 nd Mary Hornbuckle	Interim Associate Vice Chancellor of Educational Services	Provide a summary with explanation when there is a change to Instructional Material Fees. Provide a copy of attachments and summary to the Board of Trustees' Office for Trustees and the public to review.	Ongoing	Ongoing
5	8/19/09	Mary Hornbuckle; 2 nd Lorraine Prinsky	Chancellor/District General Counsel	Review Agreement with Time Warner Cable for the purpose of utilizing a dedicated circuit connection between Golden West College data network and Time Warner Cable, and return to the Board in August 2011 for reconsideration.	August 2011	
6	05/06/09	Walt Howald 2 nd Mary Hornbuckle	Chancellor	Provide progress report on Common Course Numbering: current status, steps needed to be taken to complete implementation and provision of a timeline. Invite Trustees to Friday meeting concerning Common Course Numbering.	April 7, 2010	P
7	3/5/08	Jerry Patterson; 2 nd Walt Howald	Chancellor	Revisit Participatory Governance Policies and Procedures	March 3, 2010	P
8	7/16/08	Walt Howald; 2 nd Jim Moreno	Chancellor	The Vice Presidents at the three colleges, Academic Senate Presidents among other District-wide groups will discuss coordination of college curricula matters including CTE and occupational course and program duplication. Written status report on progress of President Obama's American Graduation Initiative.	Pending	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
9	8/6/08	Jerry Patterson; 2 nd Walt Howald	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	April 7, 2010	P
10	9/17/08	Jim Moreno; 2 nd Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	July 21, 2010	P
11	9/17/08		Chancellor	Develop Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	Pending	P
12	9/17/08	Board	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.	September 1, 2010	P
13	9/17/08	Board	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

2

4-7-2010 Meeting

Regular Meeting / Study Session

Board of Trustees Coast Community College District

District Board Room

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

March 17, 2010

MINUTES

A Regular Meeting/Study Session of the Board of Trustees of the Coast Community College District was held on March 17, 2010 in the Board Room at the District Office.

1. Call to Order

Board President Jerry Patterson called the meeting to order at 5:03 p.m.

2. Roll Call

Trustees Present:

Jerry Patterson, Mary Hornbuckle, Walter Howald, Jim Moreno,

Lorraine Prinsky and Student Trustee Robert Lane

Trustees Absent:

None

3. Public Comment (Closed Session – Items on Agenda)

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

4. Convene to Closed Session

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

The Board recessed to Closed Session at 5:07 p.m. to discuss the following items:

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

- Faculty Special Assignments
- ii. Substitute Faculty
- iii. Full-time Faculty
- iv. Part-time Faculty
- v. Educational Administrators
- vi. Classified Management
- vii. Classified Staff
- viii. Reclassification and Reorganization/Reassignment Division Area Office Coordinator, Special Assignment
- ix. Classified Temporary Assignments
- x. Hourly Staff
- xi. Substitute Classified
- xii. Clinical Advisor/Summer
- xiii. Medical Professional Hourly Personnel
- xiv. Student Workers

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

b. Conference with Legal Counsel: Existing Litigation

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)

Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)

Magana vs. Coast Community College District, Orange County Superior Court Case No. 30-2010-00346951 Rodriguez vs. Coast Community College District, DFEH Case No. E200910K0841

Lopez vs. Golden West College, Office for Civil Rights Case No. 09-10-2094

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

d. Public Employee Performance Evaluation (Pursuant to Government Code Section 54957)

Position: Chancellor

e. Conference with Labor Negotiator
(Pursuant to Government Code Section 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: Coast District Management Association (CDMA),
Educational Administrators

5. Reconvene Open Session at 6:30 p.m.

The Board reconvened to Open Session at 6:35 p.m.

6. Report of Action from Closed Session

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Mr. Patterson and seconded by Mr. Moreno, the Board voted unanimously to approve Agenda Item 4a, Public Employment. (See appendix A, pages 9-14).

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No:

None

Absent:

None

7. Pledge of Allegiance

Trustee Jim Moreno, Board Clerk, led the Pledge of Allegiance to the United States.

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

Thirteen requests to address the Board during Public Comment were received.

9. Approve Proposal for Recruitment Services for the Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services Positions

It was moved by Mr. Patterson and seconded by Mr. Moreno to approve the proposal from Ralph Anderson & Associates for recruitment services for the Vice Chancellor of Administrative Services and Vice Chancellor of Education Services positions.

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No: Absent: None None

10. Consideration of Board Appointments to Search Committees for Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services Positions

It was moved by Mr. Howald and seconded by Dr. Prinsky to appoint Trustee Jim Moreno as the Board Representative to the Search Committee for the Vice Chancellor of Administrative Resources position, and appoint Trustee Lorraine Prinsky as the Board Representative to the Search Committee for the Vice Chancellor of Educational Services position.

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No:

None

Absent:

None

It was moved by Mr. Patterson and seconded by Dr. Prinsky to appoint Dr. Suzanne Savary of Newport Beach as the Community Representative on the Vice Chancellor of Educational Services Search Committee, and Mr. Susumu Yokoyama of Huntington Beach as the Community Representative on the Vice Chancellor of Administrative Services Search Committee. Further, the Secretary of the Board is directed to advise all Search Committee appointing constituencies to make their appointments to these two Search Committees at their earliest opportunity and advise the Board Office and the Chancellor.

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No:

None

Absent:

None

11. Approval of District Student Council Rally for the "No More Cuts" Text Messaging Campaign

This item was pulled from the agenda by Student Trustee Robert Lane.

12. Approval of Non-Standard Architect Agreement with MVE Institutional; Orange Coast College Music Modernization

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno that authorization be given to employ MVE Institutional for architectural services for the Orange Coast College Music Modernization pursuant to a Non-Standard Architectural Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

The scope of services is to include the following tasks:

a.	Architectural and Engineering Preliminary Plans	\$205,415
b.	Architectural and Engineering Working Drawings	\$264,105
C.	Architectural and Engineering Oversight	\$117,380
d.	Specialty Consultant – Acoustical	\$ 14,190
e.	Specialty Consultant - Theatrical/Lighting	\$ 11,000
f.	Reimbursable Expenses	\$ 10,000

Total for above services: \$622,090

Fiscal Impact: \$622,090 (State Capital Outlay 50%/General Obligation Bond Fund -

Measure C 50%)

Master Plan Approved Project OCC Music Modernization

(2009/2010 State Capital Outlay Program)

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No:

None

Absent:

None

13. Approval of Amendment to the Agreement with Follett Higher Education Group for Bookstore Services

The following public speakers addressed the Board regarding the proposed amendment to the Agreement with Follett Higher Education Group for Bookstore Services:

Diane Restelli, Golden West College Academic Senate President (See appendix B, page 15)

Dr. Eduardo Arismendi-Pardi, Orange Coast College Academic Senate President Denise Cabanel-Bleuer, Orange Coast College Faculty

Kris Cutting, Orange Coast College Student

Steven Sewell, Golden West College Student

Kayla Peralta, Orange Coast College Student

Dean Mancina, President, Coast Federation of Educators (CFE)

Jaime Briddle, Orange Coast College Student (See appendix C. page 16)

Helen Hawthorne, Orange Coast College Student

Vesna Marcina, Orange Coast College Faculty

Georgie Monahan, Orange Coast College Faculty

Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE)

Lynn Riddle, Orange Coast College Student

Following extensive discussion and hearing the comments made by the public speakers above, it was moved by Ms. Hornbuckle and seconded by Mr. Moreno to continue this item to the Regular Meeting of April 7, 2010 and have a copy of the full contract and amendment with the changes integrated available for the public's review and posted on the District website.

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No: Absent:

None

14. Approval of Special Payments

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno that the following Special Payments be approved:

Approval of payment Not To Exceed \$5,000 to cover reasonable and allowable expenses, including meeting room costs, airfare, lodging and taxes incurred for the Vice Chancellor of Human Resources Search Committee. Names are on file with the Personnel Office and Board of Trustees Office. Expenses to be paid from Recruitment funds.

Approval of payment Not To Exceed \$5,000 to cover reasonable and allowable expenses, including meeting room costs, airfare, lodging, and taxes incurred for the Coastline Community College President Search Committee. Names are on file with the Personnel Office and the Board of Trustees Office. Expenses to be paid from Recruitment funds.

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No:

None

Absent:

None

15. Approval of the Minutes of the March 3, 2010 Board of Trustees' Meeting

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Minutes of the Regular Meeting of March 3, 2010.

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No:

None

Absent:

None

16. Board of Trustees Study Session on the Fiscal Year 2010-11 Budget and Status of the Fiscal Year 2009-10 Budget

Study Session matters are held for the purpose of providing and receiving information and discussion of issues related to the subject. No substantive votes shall be taken. Procedural votes may occur with respect to matters being referred to Staff for further analysis and reporting back to the Board of Trustees, or to establish additional Study Session dates.

C.M. Brahmbhatt, Vice Chancellor of Administrative Services and Ms. Kim Allen, Director of Fiscal Affairs provided the Board with a presentation of the 50% Law (See

appendix D, pages 17-30) and a presentation on the status of the Fiscal Year 2010-11 and 2009-10 Budgets (See appendix E, pages 31-52).

17. Opportunity for Public Comment (Items Not on the Agenda)

Dean Mancina addressed the Board regarding Full Time Faculty Staffing and the Coast Community College District Budget 2010-11. (See appendix F, pages 53-54)

Board President Patterson convened the meeting to Closed Session at 10:19 p.m.

The meeting reconvened to Open Session at 12:11 a.m. There was no report of action from Closed Session.

18. Adjournment

There being no further business, it was moved by Ms. Hornbuckle and seconded by Mr. Howald that the meeting be adjourned.

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No:

None

Absent:

None

The meeting was adjourned at 12:12 a.m.

Secretary of the Board of Trustees	

Appendices

	Page
A. Public Employment Report	9-14
B. Resolution submitted by Diane Restelli	
C. Statement provided by Jaime Briddle	
D. Presentation of 50% Law	17-30
E. Budget Workshop Presentation	
F. Statements provided by Dean Mancina	53-54

Appendix A

1. Faculty Special Assignments

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

COASTLINE COLLEGE

OOTHOTEHTE GOLLLOS					
FOREIGN LANGUAGE Name Miller, Rosemary	Start Date 01/30/10	End Date 05/30/10	<u>Pay Type</u> IUH	Pay Rate \$300.40	
PROGRAM REVIEW - EI Name Yaron, Sharon	DUCATION Start Date 01/30/10	End Date 05/30/10	<u>Pay Type</u> IUH	<u>Pay Rate</u> \$300.40	
GOLDEN WEST COLLEC	<u>GE</u>				
DEPARTMENT SCHEDU	JLER_				
<u>Name</u> Mucciaro, Paula	Start Date 01/30/10	End Date 05/30/10	Pay Type PDM	<u>Pav Rate</u> \$43.23	
INSTRUCTIONAL UNIT A Name York, Linda	ASSISTANT Start Date 01/30/10	End Date 05/30/10	Pay Type IUM	Pay Rate \$300.40	
TECH PREP EXTERNSH	HP ORIENTATI	ON AND FIN	AL MEETING	<u> </u>	
Name Fueger, Mary Ann Hostetler, Sheila Sabori, Sibley	Start Date 01/21/10 01/21/10 01/21/10	End Date 03/15/10 03/15/10 03/15/10	Pay Type PDH PDH PDH PDH	Pay Rate \$29.46 \$29.46 \$29.46	
ORANGE COAST COLLE	<u>EGE</u>				
INSTRUCTIONAL UNIT A Name Bloomfield, Lisa	ASSISTANT Start Date 01/30/10	End Date 05/30/10	Pay Type IUM	Pay Rate \$1502.00	<u>Use as needed</u> Digital Media Arts
SPECIAL ASSIGNMENT					
Name Balding, Diane Conducting presentation t	Start Date 02/01/10	End Date 02/15/10	Pay Type PDH	Pay Rate \$29.46	
Blake, Elizabeth	02/04/10	02/15/10	PDM	\$43.23	-
Coordinating a large-scale Daugherty, Seth	02/01/10 02/01/10 02/01/10	05/30/10 05/30/10	PDH UNT	\$29.46 \$61.88	
Backfill instruction libraria <u>Eutimio, Alfredo</u> Backfill reference librariar	n duties. 02/01/10	02/15/10	PDH	\$29.46	
Fry, Maureen Coordinating and schedul	01/25/10	01/29/10 urning studer	PDH nt programs f	\$29.46 or Learning S	kills.
_		-	- -	_	

	01/30/10	05/30/10	UNT	\$57,55
Providing diagnosis and	certification of	learning disabilit	y.	
Komenda, Virginia	02/18/10	02/19/10	PDH	\$29.46
Conducting workshop in	structing facult	y on creating Dir	ected Lear	ning Activities (DLAS).
McCarthy, Mary Ann	01/31/10	05/28/10	UNT	\$73.94
Providing counseling se	rvices. Funded	by Middle Colleg	ge HS Grar	nt.
Morgan, Carleton	05/01/10	05/30/10	PDM	\$43.23
To develop project for a	ollection develo	pment in the Lib	rary	
Reber-Bonhall, Cynthia		03/05/10	PDM -	\$43.23
Coordinating a large-sc	ale high school	outreach event f	or the Allie	d Health Pathway Day

PRACTICE PREPARATION FOR CHAMPIONSHIP GAME

<u>Name</u>	Start Date	End Date	Pay Type	Pay Rate
Gleason, David	01/02/10	01/03/10	PDM	\$43,23
Skele, Leon	01/02/10	01/03/10	PDM	\$43.23
Smith, Carl	01/02/10	01/03/10	.PDM	\$43.23
Smith, Kevin	01/02/10	01/03/10	PDM	\$43.23
Taylor, Michael	01/02/10	01/03/10	PDM	\$43.23

The following Administrators, to teach for the period **01/30/10 to 05/30/10** for CCC, GWC and CCC, payment to be \$72,000/hr (based on Col. IV, Step 6 placement on the CFE/AFT Local 1911 Faculty Unit Contract). This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE indicated below:

<u>occ</u>

Name	LHE
Mandelkern Michael	4.00

Overload assignments for the following evening counselors, payment to be a maximum of \$72,000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/30/10 to 05/30/10** 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:

CCC

Name Nguyen, Christina	1.00
<u>GWC</u>	
<u>Name</u> Cuellar, Eric	<u>LHE</u> 4.00
<u>occ</u>	
Name Cabral, Marta Cuellar, Eric Duong, Nghia Marron, Elias Schneiderman, Robert Wickremesinghe, Manoj	LHE 3.00 4.00 3.00 3.00 6.00 1.00

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/30/10 to 05/30/10** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

GWC

Name	LHE
Bales, Bruce	3.00
Carter, Henrietta	0.90

OCC

<u>Name</u>	LHE
Amaral, Christina	0.27
Barton, Laurie	4.00
Gordon, Lee	4.50
Reber-Bonhall, Cynthia	0.47

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 \$45.69/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2009-10 academic year.

Coastline College

Ahlman, Mary Nguyen, Ky

Orange Coast College Durand, Ross Eutimio, Alfredo Garrison, Kimberly Schmidt, Valerie Tsutsumida, Damian

3. Full time Faculty

None.

4. Part time Faculty

SPRING

Assignments during the period **01/30/10-05/30/10** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency. <u>Coastline College</u>

<u>Name</u>	LHE
Adler, Roberta	1.500

Carlucci, Michael	3.000
Katz Maria	0.500
Nguyen, Christina	3.000
Rives, Nicky	3.000

Golden West College

Name	LHE
Luong, Tu	4.630
Nobles, Stephanie	6.250
Pham, Duong	7.727
Radecki, Timothy	5.500
Snedeker, Mary	6.500
Thach, Amy	9.000
Widman, Kris	7.250

Orange Coast College

<u>Name</u>	LHE
Fry, Maureen	9,990
Weber, Daniel	1.000
Whitaker, Jutta	2.333

5. Educational Administrator

None.

6. Classified Management

None.

7. Classified Staff

None.

8. Reclassification and Reorganization/Reassignment

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

Classified

Name	LOC	From	<u>To</u>	Effective
Yoshida-Peer, N.	GWC	Staff Assistant, Sr.	Division Area Office Coordinator	01/21/10
•		•	Special Assignment	

9. Classified Temporary Assignments

None.

10. Hourly Staff

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

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

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

<u>Name</u>	<u>LOC</u>	Start Date	End Date	Funding Source	Days to Work
Neal, Krystal	CCC	03/18/10	06/30/10	818030-847515	M,T,W,TH,F

Hourly/Temporary/Instructional/Research Assistant, to provide instructional support services to faculty and instructional divisions by assisting with pre-class preparations, maintaining various school records, scoring tests, tutoring, and coordinating instructional materials or equipment in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	LOC	Start Date	End Date	Funding Source	Days to Work
Freley, Vikki	GWC	03/18/10	06/30/10	124006-361518	M,T,W,TH,F
Ponce, Rino	OCC	03/18/10	06/30/10	812001-201592	M,T,W,TH,F
	OCC	03/18/10	06/30/10	110001-201591	M,T,W,TH,F
	OCC	03/18/10	06/30/10	124034-256041	M,T,W,TH,F
	OCC	03/18/10	06/30/10	124033-256041	M,T,W,TH,F
	OCC	03/18/10	06/30/10	120176-251030	M,T,W,TH,F
Walker, Stacy	OCC	03/18/10	06/30/10	110001-210100	M,T,W,TH,F

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

<u>Name</u>	LOC	Start Date	End Date	Funding Source	Days to Work
Mayberry, Shea	CCC	03/18/10	06/30/10	818030-801204	M,T,W,TH,F

11. Substitute Classified

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

Orange Coast College

Miller, Kristin Plotkin, Marla Schroeder, Sherri

12. Clinical Advisors/Summer

None,

13. Medical Professional Hourly Personnel

None,

14. Student Workers

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

Golden West College

Andel, Maggie Awan, Samir Barrera, Sandra Breitwieser, Albert Gutierrez, Nathalie Kuroishi, Colin Le, Loan Nguyen, Hai Sanchez, Heather Wilker, Carl

Orange Coast College

Brendlé, Eva Grant, Virgil Hamagami, Mariko Nguyen, Duy Osmer, Shannon Phung, Chau Thakkar, Amit Thomas, Jenna

Appendix B



GOLDEN WEST COLLEGE Academic Senate

Academic Senate's Resolution Supporting A Viable Bookstore Operation To Better Serve Students & Faculty

Whereas, the Golden West College bookstore has experienced a substantial financial loss over the past two years with sales declining due to a reduced number of sections, increased competition, and rise in operational costs;

Whereas, considerable discussion and fact finding was completed by the Planning and Budget Bookstore Task Force and subsequently reported its findings to the Academic Senate;

Whereas, the recommendations from the task force prepared a Summary Request For Proposal (RFP #1968 received Fall 2009 & Follett extended through May 2010) that demonstrated Follett as a financially sound corporation that will provide the Golden West College bookstore an attractive, efficient, and much improved sales environment for students and campus staff;

Whereas, textbook pricing and rentals will be competitive and favorable to students regardless whether it is with new, trade, e-books, packaged packs/kits/bundles, and used books;

Whereas, faculty input and direction on texts and related classroom materials by the management corporation will continue to be sought out and welcomed to benefit our students' success;

Whereas, bookstore profits be used to support current Golden West College students' success with campus opportunities that will enhance transfer success, self-efficacy, inclusiveness, and resiliency to complete their student educational goals within a fostered college cultural experience;

Therefore, be it resolved, that the Golden West College Academic Senate supports a well managed bookstore that strongly considers student needs, utilizes direct input from faculty related to course support materials, practices a sound business plan, and provides monetary gains that will be used to support current students' success and a positive college cultural experience.

(Accepted in principle by AS on 3-17-2010)

Appendix C

ASSOCIATED STUDENTS

ORANGE COAST COLLEGE

2701 Fairview Road, P.O. Box 5005 Costa Mesa, CA 92626-5005 Phone (714) 432-5585



March 17, 2010

To the Board of Trustees of Coast Community College District,

Regarding the recent developments of the proposed amendments of the OCC Follett contract, it is the immediate concern of the Associated Students of Orange Coast College that the changes to the contractual agreement between Follett and the District, is left ambiguous. Lack of dissemination to this body in a timely manner has also left us unable to make an educated and well researched decision on behalf of our constituency. For this reason it is the request of the ASOCC that the board grants an additional 30 days for the ASOCC to review the document so that we may fulfill our fiduciary responsibility of due diligence in representing our constituency. Timely and adequate documentation has not been given to the ASOCC. Therefore, this body does not have the ability to explore any concerns and is unable to protect the students of Orange Coast College and their assets.

Although we fully respect and wish to trust the decisions of the District to do what is in the best interest of all campuses; we ask that you fully respect our request to suspend this item for 30 days so that we may fully review the proposed contract.

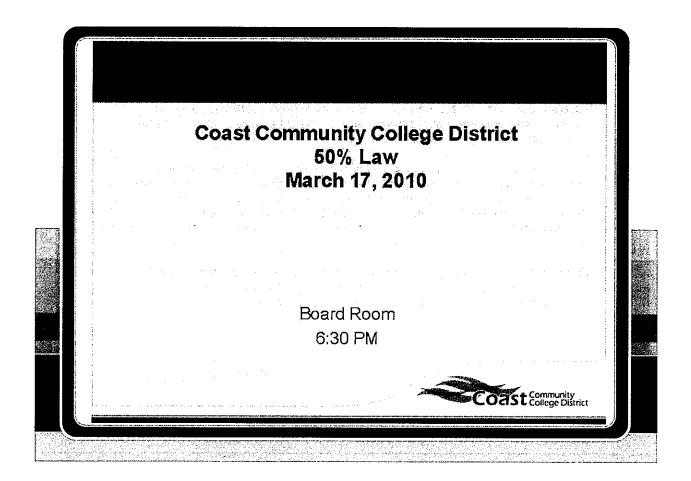
Thank you for your time and consideration.

Chamey Briddle

The SGOCC on behalf of the Associated Students of Orange Coast College

A MILESTONE OF STUDENTS SERVING STUDENTS

Appendix D



FIFTY PERCENT LAW BACKGROUND

The Law, which dates back to 1959, was created presumably to ensure that non-instructional functions do not squeeze out course section offerings.

Education Code section 84362, commonly known as the Fifty Percent Law, requires each community college district to spend at least half of its "current expense of education" each fiscal year for salaries and benefits of classroom instructors.

Current Expense of Education (often referred to as "the denominator") generally includes the unrestricted general fund expenditures of a community college district. Excluded from the current expense of education are expenditures for student transportation, food services, community services, lease agreements for plant and equipment, and other costs specified in law and regulations. Amounts expended from State Lottery proceeds are excluded, except for expenditure for instructional salaries.

Salaries of Classroom Instructors (often described as "the numerator") are described in the California Community Colleges Budget and Accounting Manual as "Expenditures for the full or prorated portions of salaries of all employees in contract or regular faculty positions."



Administering the Law

The responsibility for administering the Fifty Percent Law resides with the Chancellor and the Board of Governors. Every year, exemption application forms and applicable due dates are distributed to all districts, and the annual financial and budget reports of all districts are monitored for compliance with Education Code section 84362.

Basis for Exemption

Under existing regulations, a district may request exemption from the 50 percent requirement if compliance would have resulted in serious hardship and/or if salaries of classroom instructors are higher than comparable districts. The district declares on the exemption application the basis for its exemption request. Districts may choose either one or both of the categories. Serious hardship includes four criteria, defined in section 59204(c), summarized below:

- Conformance with the 50 percent requirement would have resulted in the district's inability to discharge financial liabilities. Consideration
 must be given to the following factors: whether the district's general fund ending balance is less than three percent; and whether the
 district's credit base FTES is less than 3,001.
- The first year of infusion of new moneys would have resulted in the district's inability to comply with the requirements of the Fifty Percent
 Law. The percentage is recalculated without including these new moneys in order to determine if the district would have been in
 compliance.
- Unanticipated, unbudgeted, and necessary expenditures resulted in the district's inability to comply with the Fifty percent Law, litigation, arbitration, costs of energy, insurance and security are among the items to be considered.
- Districts with an unexempted deficiency from a prior cycle may expend funds for other than salaries of classroom instructors, but count the
 expenditures as instructional after reading an agreement with faculty representatives that these expenditures, as itemized in title 5, section
 59213(f), are necessary.

Salaries higher than the average of comparable districts are eligible for an exemption under title 5, sections 59204(e) and (f).



New Revisions to the Title 5 Regulations: Implementation of Fifty Percent Law

59204.1. Supplemental Definition of "Serious Hardship" for F/Y 2009-10 through 2012-13.

"Serious hardship" is defined in section 59204. Notwithstanding the provisions of section 59204, "serious hardship" is further defined as follows:

Conformance with the 50 percent requirement during the year of deficiency would have likely resulted in a substantial reduction of funding for categorical programs as compared to the level of funding for categorical programs in 2008-09. Such a reduction would have had a detrimental impact on those programs and a detrimental impact on student success.

In determining the serious hardship under this section, the Board of Governors shall consider the following:

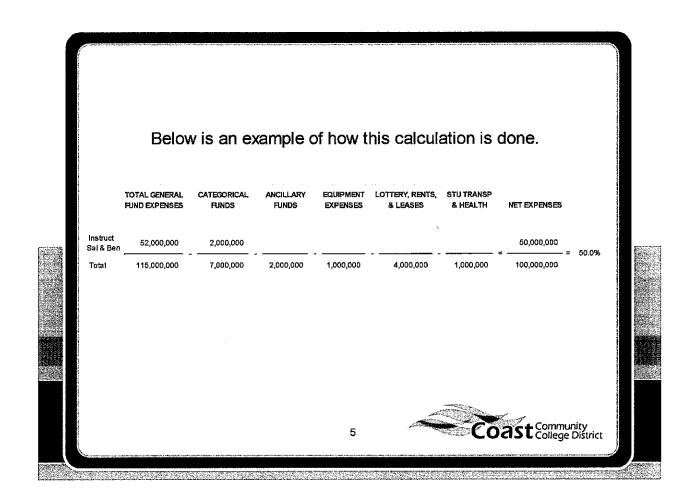
- a) The level of categorical funding provided by the state for categorical programs in 2008-09 compared to the fiscal year for which an exemption is requested; and
- b) The district's level of unrestricted general fund support for categorical programs in 2008-09 compared to the fiscal year for which an exemption is requested.

It is not the intent of this section to provide an exemption for a district that would have expended less than 50 percent of its CEE on the payment of classroom instructors absent the reduction of categorical funding.

This section shall be in effect for fiscal years 2009-10 through 2012-13.



In the simplest terms, the 50% Law is calculated by dividing instructional salaries and benefits by total costs. This can be displayed as: Instructional Salaries and Benefits Total Costs Counts Toward Outside the 50% Target Does Not Count 50% Calculation Salary and Benefit Costs of: Salary and Benefit Costs of: Costs funded by categorical programs Classroom faculty Counselors (faculty) Building and equipment leases Instructional aides Librarians (faculty) New equipment Faculty coordinators (such as nursing) Community education Faculty directors (such as EOPS) Ancillary programs Release time for department chairs Costs funded by Lottery funds Non-faculty in departments Student Transportation Deans and other administrators Student Health Services Board of Trustees Admissions and records stell Business services staff Campus safety staff Facilites and maintenance staff Human resources staff Computer technical support staff Operating Costs: Utilites insurance Legal Audit Fees Travel and conference expenses Materials and supplies Replacement equipment Coast Community
College District 4

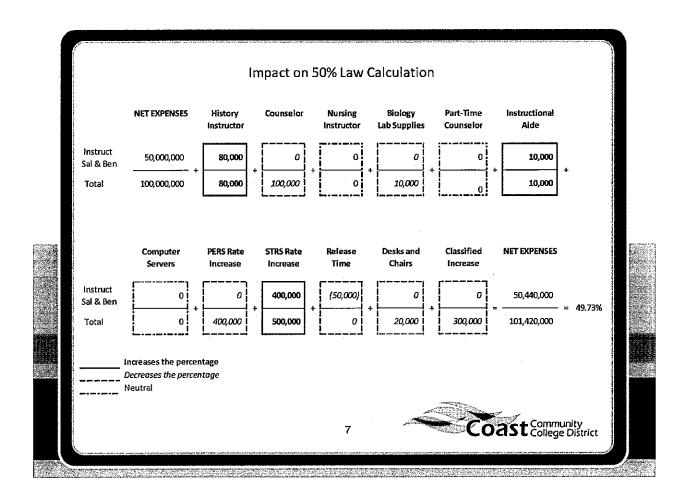


All expenditures can be examined as to their impact on the 50% Law Calculation

Starting with the previous example, how would the following impact the calculation?

- > An history instructor is hired \$80,000
- > A full time counselor is hired \$100,000
- > A nursing instructor is hired with grant funds \$80,000
- > Biology lab supplies are purchased \$10,000
- > A part-time counselor is hired with Lottery funds \$40,000
- > An instructional aide is hired for a chemistry class \$10,000
- > New computer servers are purchased \$200,000
- > Increase in PERS rate \$400,000
- > Increase in STRS rate \$500,000
- > Instructor is granted 50% release time for curriculum dev \$50,000
- > Purchase desks and chairs for classrooms \$20,000
- > Classifed staff are given a 1% salary increase \$300,000





Impact on 50% Law Calculation (Cont)

	NET EXPENSES	Hire 2 Instructors	Adjusted Expenses	
Instruct Sal & Ben	50,000,000	200,000	50,200,000	50.10%
Total	100,000,000	200,000	100,200,000	30.10%

	NET EXPENSES	Salary Increase	Expenses	
Instruct Sal & Ben	50,000,000	0	50,000,000	49.85%
Total	100,000,000	300,000	100,300,000	45.65%

Coast Community
College District

Request of Application for Exemption from the 50% Law

- The Application for Exemption is due no later than September 15 of each year to the State Chancellors Office.
- The applying district must also provide a copy of the application to the exclusive representative of the district's faculty employees and to the district or college academic senate "...immediately, but not less than 30 days preceding the public hearing."
- The results of this hearing are reported on the Findings of the Local Governing Board Regarding Education Code 84362 (CCFS-350B).
- This public hearing must be held by December 1 or by December 15, if the district requests an extension.



State Chancellor's Action - Title 5 COR 59213

If district failed to file an application for exemption in the manner required by law or....

Where the Board of Governors has denied any part of the district deficit amount

- Amount will be deposited in the County Treasury in the name of the district but not available for expenses.
- District may deduct for following 2 years any excess spent for salaries of classroom instructors.
- The chancellor shall instruct the district to develop a plan as to how the amount of deficiency not exempted by the Board of Governors will be expended for salaries of classroom instructors during the next fiscal year.



Plan for Achieving Compliance

The governing board shall certify a plan for achieving compliance with the requirements of Education Code section 84362 with regard to the nonexempted deficiency. The plan shall specify expenditures for salaries of classroom instructors over and above the amount regularly budgeted for the year. The plan shall be submitted to the Chancellor by June 30 of the year before the nonexempted deficiency must be expended. The plan may include consideration of such factors as:

- a) Salary increases for instructors (either on- or off-salary schedule);
- b) Additional instructors;
- c) Additional instructional aides within the definition in section 59204.
- d) Conversion of part-time instructors to full-time.
- e) Reassignment of qualified personnel from other activities to classroom instruction; and
- f) Items other than salaries of classroom instructors, i.e. instructional materials, additional library or counseling staff, etc., with the mutual agreement of the exclusive representative of the district's academic employees, or, if none exists, the district or college academic senate, where the district can document the necessity, showing adverse impact on the district if such expenditures were not allowed.



Failure to Comply - Title 5 COR 59214

Under the regulations, the 50% Law encompasses a span of fouryears:

- 1. Fiscal Year 1 (2009-10) year in which deficiency occurred.
- 2. Fiscal Year 2 (2010-11) year during which the Chancellor's Office staff evaluates applications for exemption and the district begins to resolve the deficiency from fiscal year 1. The Board makes its decision, and the Chancellor requires any district not granted a full exemption to prepare a plan for spending the unexempted deficiency on salaries of classroom instructors during the next fiscal year. The district must submit the plan by June 30, 2010.
- 3. Fiscal Year 3 (2011-12) -- year in which the district completes the resolution of any remaining deficiency from fiscal year 1. Any amount expended for salaries of classroom instructors above 50% of current expense of education during fiscal years 2 and 3 may be applied to reduce any unexempted deficiency from fiscal year 1.
- 4. Fiscal Year 4 (2012-13) year in which the Chancellor withholds from the district's apportionments an amount equal to any remaining unexempted deficiency from fiscal year 1 (2009-10).



Comparison of the 50% Law

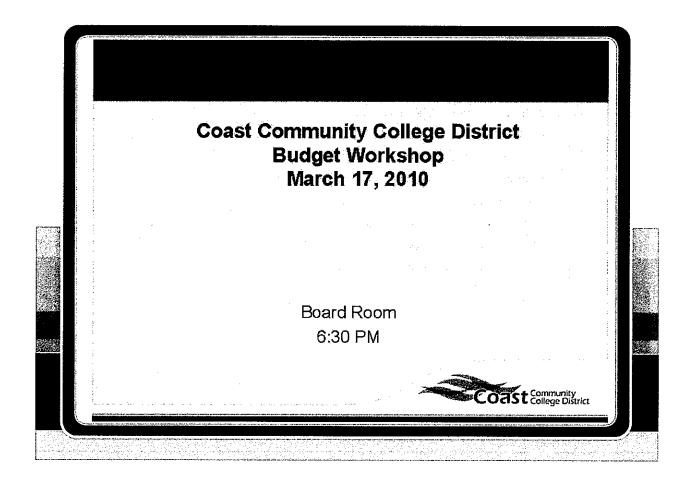
	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Coast	50.74	50.08	50.16	50.58	50.06
Contra Costa	52.21	51.84	52.60	53.72	52.04
Kern	53.39	53,85	51.26	51.51	50.67
Los Rios	53.64	53.51	53.66	53.94	54.04
Peralta	51.19	50.81	51.24	52.73	N/A
Riverside	52.91	53.37	51.59	51.52	51.68
San Mateo County	52.54	52.73	53.27	53.68	53.96
Ventura	54.21	56.83	55.32	54.78	53.29
North Orange County*	54.53	54.57	54.26	54.23	54.05
Rancho Santiago*	50.12	50.28	50.24	51.16	50.89
			-		

13

*For information only



Appendix E



CONTENTS

Purpose	1
2008-09 Funded FTES Comparison	2
FTES History	3
2008-09 Actual Expenses	5
Salary Detail History and Comparison	7
Health Benefit Historical Costs	12
Ending Fund Balance Comparison 1	13
State Revenue and Expense History 1	4
Orange County Property Tax Projections 1	15
Future Budget Shortfalls and Solutions 1	8



PURPOSE

- To present the 2010-11 Governor's budget and its impact on Coast Community College District.
- 2. To compare Coast Community College District to other multi-college districts.
- 3. To Review Coast Community College District historical data.
- 4. To highlight estimated future deficits and possible mitigation options.
- To seek input regarding improvement of the budget process and allocation procedure for future budgets.
- 6. To continue to foster a creative atmosphere where new programs and initiatives can be developed and implemented to support students.
- To continue to provide fiscal stability for Coast Community College District into the future.

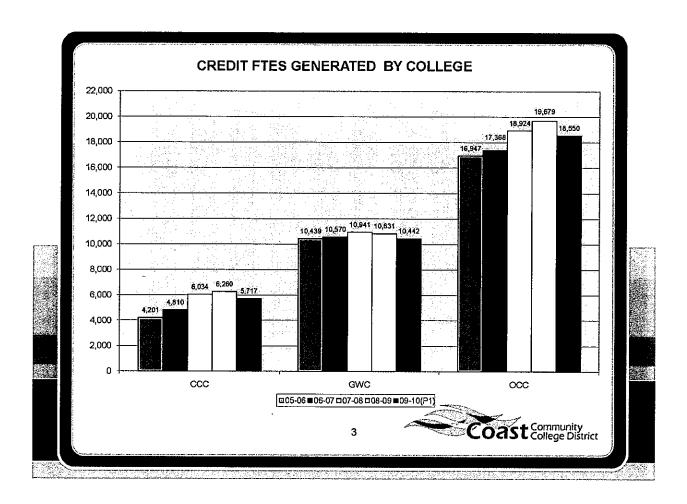


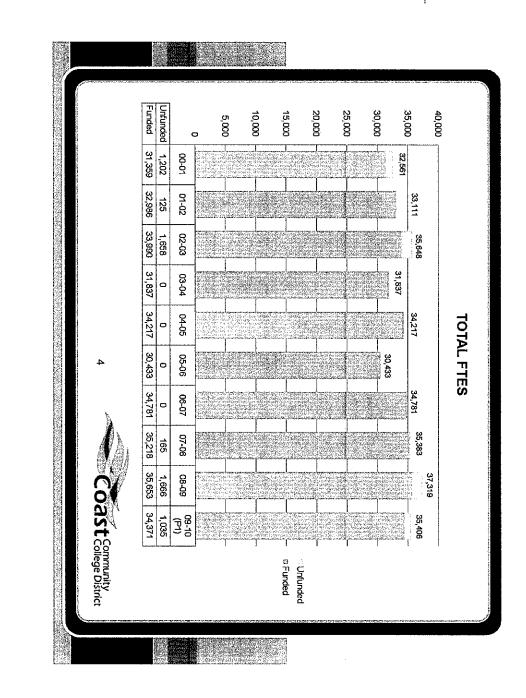
FUNDED FTES COMPARISON

	<u>20</u>	007/2008		<u>20</u>	008/2009	
	CREDIT	NON- CREDIT	TOTAL FTES	CREDIT	NON- CREDIT	TOTAL FTES
Coast (3)	34,516		35,178	33,727	644	34,371
Contra Costa (3)	30,420	418	30,838	29,535	239	29,774
Kern (3)	18,773	242	19,015	19,125	75	19,200
Los Ríos (4)	51,251	715	51,966	50,407	685	51,092
Peralta (4)	18,959	455	19,414	18,755	286	19,041
Riverside (3)	26,570	195	26,765	26,051	194	26,245
San Mateo County (3)	18,269	41	18,310	20,977	43	21,020
Ventura (3)	25,822	639	26,361	25,362	479	25,841
North Orange County (2) *	27,376	7,636	35,012	28,200	5,261	33,461
Rancho Santiago (2) *	20,621	10,859	31,480	21,041	9,262	30,303
*For Information only						

2







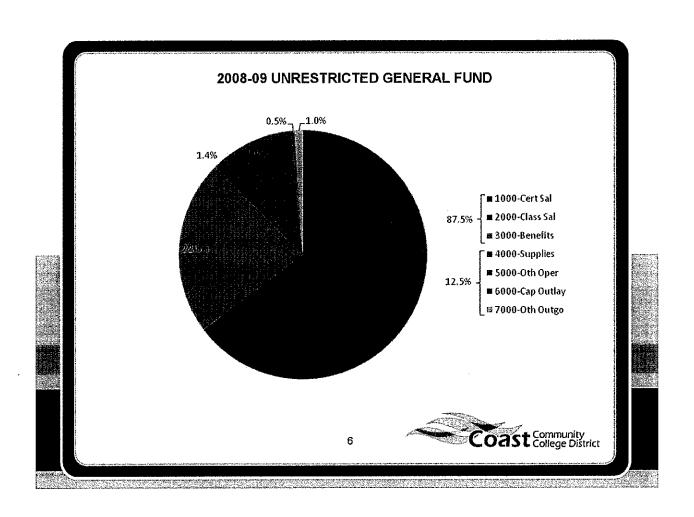
2008-09 GENERAL/UNRESTRICTED FUNDS COMPARISON WITH OTHER DISTRICTS

	COAS	т,	CONTRAC	OSTA	KERI		LOS RIC	os	N. ORAN	
DESCRIPTION	EXP ('000)	TOT EXP %	EXP (*000)	TOT EXP %	EXP (*000)	TOT EXP %	(,000) EXG	TOT EXP %	EXP ('000)	TOT EXP %
ACADEMIC SALARES	78,566	41%	75,283	44%	45,815	42%	130,771	47%	78,350	47%
CLASSFED SALARIES	46,400	24%	34,353	20%	19,247	18%	54,628	20%	33,578	20%
TOTAL SALARIES	124,966	65%	109,636	84%	65,062	60%	185,399	67%	111,928	679
EMPLOYEE BENEFITS	44,072	23%	35,749	21%	18,980	17%	51,642	18%	33,558	209
TOTAL SAL & BENEFITS	169,038	88%	145,385	85%	84,042	77%	237,041	85%	145,486	87
SUPPLES & MATERIALS	2,632	1%	3,309	2%	1,521	1%	5,257	2%	1,925	19
OTHER OPER. EXP. & SERV.	18,472	10%	10,674	10%	11,905	11%	22,616	8%	12,120	79
CAPITAL OUTLAY	912	0%	2,413	1%	2,007	2%	2,154	1%	1,474] 19
OTHER OUTGO	2,021	1%	2,578	2%	9,149	9%	11,192	4%	6,140	49
TOTAL EXPENDITURES	193,075	100%	170,359	100%	108,624	100%	278,260	100%	167,145	1005

	PERAL	.TA	RANCH SANTIAC		RIVERS	(DE	SAN MA		VENTU	RA
DESCRIPTION	EXP (*000)	TOT EXP %	E(P ('000)	TOT EXP %	EX.P (1000)	TOT EXP %	EXP (*000)	TOT EXP %	EXP	TOT EXP %
ACADEMIC SALARES	N/A	0%	62,039	42%	69,645	47%	46,855	42%	63,239	48%
CLASSFED SALARES		0%	33,697	23%	31,014	21%	23,992	22%	25,858	19%
TOTAL SALARIES	-	0%	95,736	65%	100,659	68%	70,847	64%	89,097	55%
EMPLOYEE BENEFITS		0%	29,823	20%	26,232	18%	23,810	22%	28,390	21%
TOTAL SAL. & BENEFITS	-	0%	125,559	85%	126,891	86%	94,657	86%	117,487	26%
SUPPLIES & MATERIALS		0%	954	1%	2.510	2%	1,453	1%	1,931	1%
OTHER OPER.EXP.4SERV		0%	19,073	13%	14,221	10%	9,769	9%	13,219	10%
CAPITAL OUTLAY		0%	458	0%	2,248	1%	132	0%	678	0%
OTHER OUTGO		0%	833	1%	1,292	1%	4,619	4%	4,543	3%
TOTAL EXPENDITURES	-	0%	146,877	100%	147,162	100%	110,630	100%	137,858	100%

*For information only





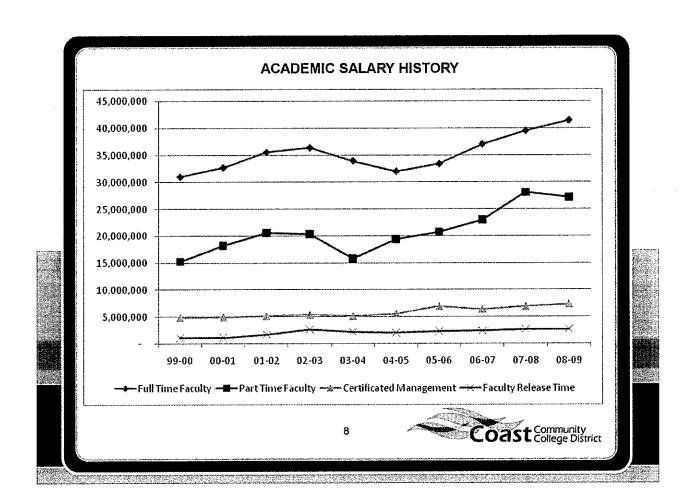
ACADEMIC SALARY HISTORY

ACCT CODE		1999-00	2000-01	2001-02	2002-03	2003-04
1100	INSTRUCTOR CONTRACT	28,401,227	30,308,856	32,560,181	33,068,130	30,548,131
1200	NON-INSTRICONTRACT	2,554,758	2,359,087	2,927,347	3,282,412	3,362,212
1200	RELEASETIME	1,059,204	1,132,602	1,716,250	2,652,997	2,201,924
1200	CERT MANAGEMENT	4,828,665	4,879,599	5,109,770	5,333,778	5,089,992
1300	INSTRUCTOR HOURLY	14,486,955	16,887,673	19,286,938	19,207,405	14,922,823
1400	NON-INSTR HOURLY	764,354	1,278,576	1,283,828	1,127,050	912,409
	TOTAL EXPENDITURES	52,095,163	56,846,393	62,884,314	64,671,772	57,037,491

ACCT CODE		2004-05	2005-06	2006-07	2007-08	2008-09
1100	INSTRUCTOR CONTRACT	28,672,604	29,959,981	33,237,167	35,524,735	37,236,961
1200	NON-INSTRICONTRACT	3,284,326	3,390,687	3,758,252	3,954,252	4,149,066
1200	RELEASETIME	2,019,220	2,297,948	2,350,741	2,671,374	2,688,024
1200	CERT MANAGEMENT	5,536,422	6,891,036	6,392,517	6,899,564	7,319,207
1300	INSTRUCTOR HOURLY	18,053,392	19,246,391	21,368,785	26,248,601	25,354,381
1400	NON-INSTR HOURLY	1,329,161	1,438,250	1,646,026	1,820,900	1,818,774
	TOTAL EXPENDITURES	58,895,125	63,224,293	68,753,488	77,119,426	78,566,413

7





FACULTY SALARY COMPARISON

Select Districts	Highest Starting Salary	Maximum Salary
Coast	\$77,905.00	\$108,943.00
Contra Costa	\$82,128.00	\$97,182.00
Kern	\$76,591.27	\$106,614.48
Los Rios	\$69,157.00	\$94,647.00
Peralta	N/A	N/A
Riverside	\$83,703.00	\$109,481.00
San Mateo	\$81,949.00	\$99,438.00
Ventura	\$72,972.00	\$91,215.00
North Orange County*	\$80,370.00	\$100,362.00
Rancho Santiago*	\$84,994.00	\$106,411.00

*For information only





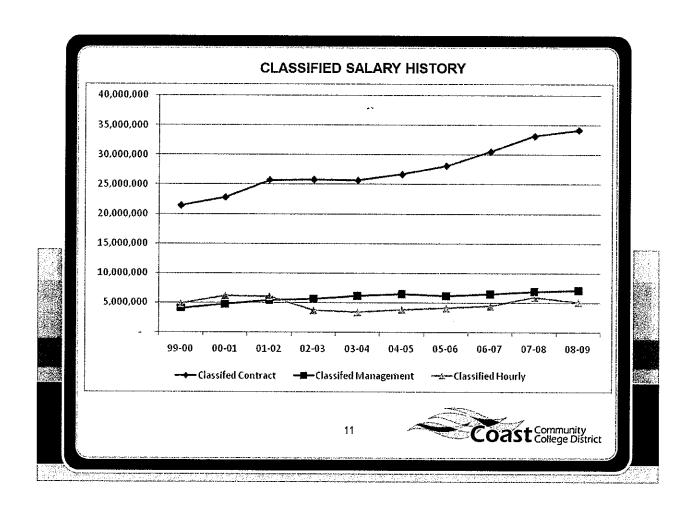
CLASSIFIED SALARY HISTORY

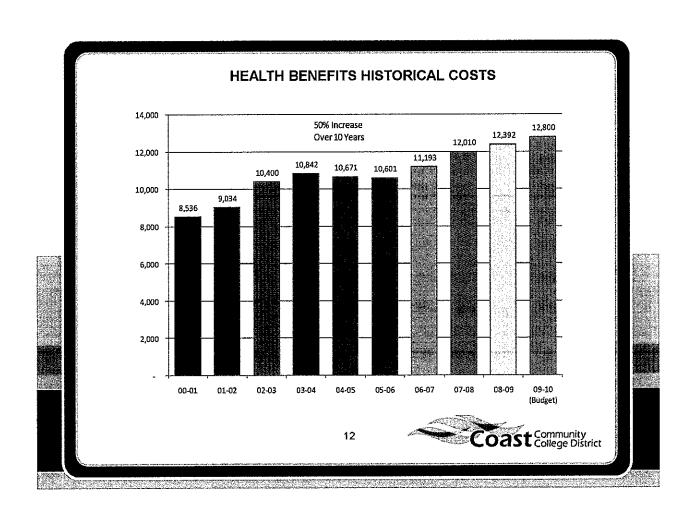
ACCT CODE		1999-00	2000-01	2001-02	2002-03	2003-04
2100	NON-INSTRICONTRACT	19,666,778	20,892,375	23,477,599	23,321,978	23,079,716
2100	CLASSIFIED MANAGERS	4,097,940	4,760,368	5,425,402	5,693,381	6,175,586
2200	INSTRICONTRACT	1,787,525	1,926,648	2,255,261	2,471,215	2,614,656
2300	NON-INSTR HOURLY	3,957,885	5,085,847	4,955,169	2,989,043	2,781,616
2400	INSTRUCTIONAL HOURLY	899,043	1,106,549	1,088,690	749,984	653,622
	TOTAL EXPENDITURES	30,409,171	33,771,787	37,202,111	35,225,601	35,305,198

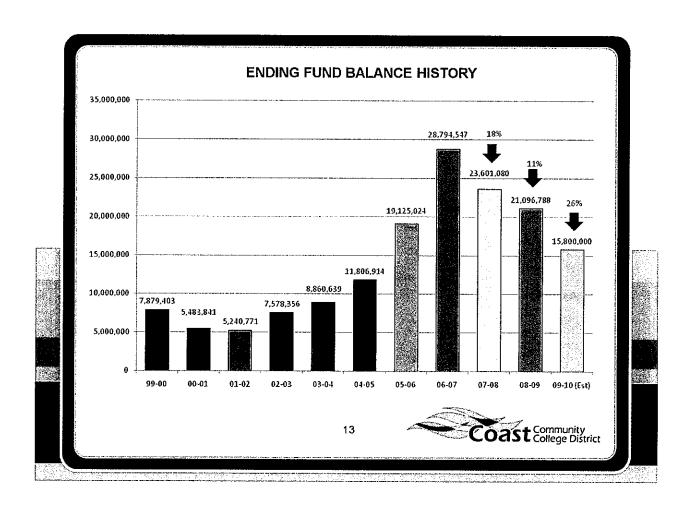
ACCT CODE		2004-05	2005-06	2006-07	2007-08	2008-09
2100	NON-INSTRICONTRACT	23,945,777	25,186,200	27,325,470	29,771,076	30,450,103
2100	CLASSIFIED MANAGERS	6,477,963	6,176,564	6,525,017	6,908,944	7,100,489
2200	INSTR CONTRACT	2,749,446	2,978,198	3,213,666	3,395,668	3,751,639
2300	NON-INSTR HOURLY	3,195,407	3,375,320	3,677,649	4,849,437	4,226,122
2400	INSTRUCTIONAL HOURLY	687,312	735,431	796,994	1,063,552	871,389
	TOTAL EXPENDITURES	37,055,905	38,451,713	41,538,796	45,988,677	46,399,742

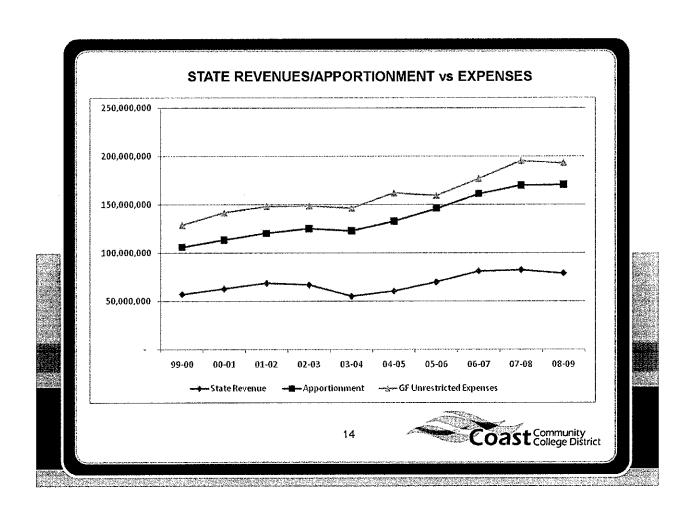
10

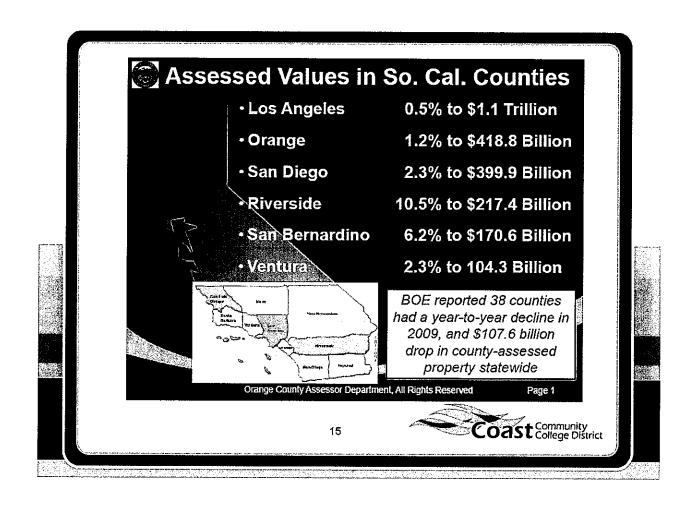


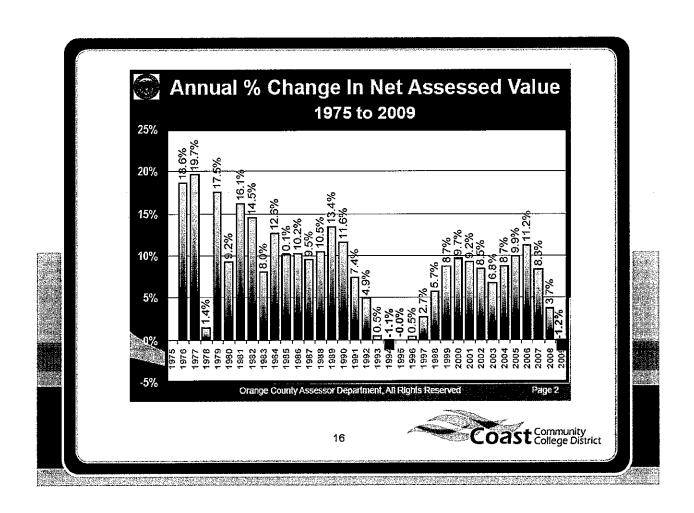


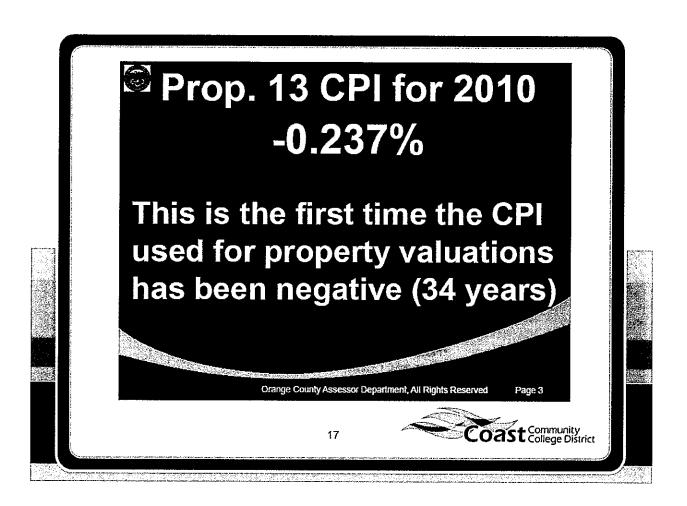












2010-11 BUDGET SHORTFALL

Shortfall is Driven by Many Sources:

- External Sources (64% of shortfall)
 - •Prior Year Apportionment Reduction
 - Negative COLA
 - •Increase in PERS and STRS rates
 - •Increase in Unemployment Insurance rate
- •Categorical Program Cuts (13% of shortfall)
 - •2009-10 cuts between 32% and 51%
- •District Contractual Obligations (23% of shortfall)
 - ·Salary Increases
 - •Health Benefit Cost Increases
 - •Step and Column Increases



FUTURE PROJECTED BUDGET SHORTFALL

	2010-11	2011-12	2012-13
A) 2009-10 Budget Reduction (covered by one-time funds)	\$ 5,822,688	\$ 5,822,688	\$ 5,822,688
Negative State COLA (.38%)	\$ 648,363	\$ 648,363	\$ 648,363
Estimated Mandatory Increase			
STRS (0%, 1%, 2%)	\$ -	\$ 535,000	\$ 1,070,000
PERS (.5%, 1.9%, 4%)		\$ 817,000	\$ 1,721,000
UIC (.42%)	\$ 215,000 \$ 515,000 \$ 7.201.051	\$ 515,000	\$ 515,000
•	\$ 7,201,051	\$ 8,338,051	\$ 9,777,051
B) To Protect Categorical Contract Employees	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
C) Negotiable Items			
Salary Increase			
CFE (10/11 increase .75%)	\$ 400,000	\$ 400,000	\$ 400,000
CFCE/Classified (unfunded 09/10)	\$ 450,000	\$ 450,000	\$ 450,000
CCA	unknown	unknown	unknown
CDMA/Other	unknown	unknown	unknown
Health Benefits	\$ 600,000	\$ 1,200,000	\$ 1,800,000
Step & Column	\$ 1,200,000	\$ 2,400,000	\$ 3,600,000
	\$ 2,650,000	\$ 4,450,000	\$ 6,250,000
TOTAL SHORTFALL	\$ 11,351,051	\$ 14,288,051	\$ 17,527,051
CUMULATIVE SHORTFALL	\$ 11,351,051	\$ 25,639,102	\$ 43,166,153

19



FUTURE PROPOSED BUDGET SOLUTIONS

- Eliminate Retiree Health Benefit Contribution
- Reduce Summer Class Offerings
- Re-Direct KOCE Note Payment
- Salary Savings from ENDS Program
- Reduce Non-Instructional Hourly
- External Hiring Freeze
- Eliminate Overtime
- Reduce Reassigned Time
- Limit Purchasing
- Freeze Travel
- Freeze Memberships
- Eliminate Unfunded FTES
- · ASB/Foundation Contributions
- · Ending Balance
- Negotiable Items

- Suspend Intersession
- Utility Savings
- Reduce District Legal Liabilities
- Eliminate Auxiliary Deficit Operations
- Increase Revenue Generations on Contract Education, Free Based Programs
- International Student Enrollments
- Reduce Non-Credit Programs
- Explore Fee Based Credit Programs
- Additional Cuts to Campuses
- Freeze Hiring Reorganization
- Consolidate some Operating Functions District-Wide
- Enforce Cost-Saving Measures



Appendix F

COAST FEDERATION OF EDUCATORS CCCD BUDGET 2010-11

Based on information from Administrative Services & District Budget Advisory Committee

Estimated shortfall for 2010-11 (in millions):		\$11.4
Spring 2010 Mitigation Efforts for 2010-11 (in millions):		
Froze general fund purchases & non-contractual travel	\$ 1.0	
Reduced non-instructional hourly staff	\$ 1.0	
Reduced class sections	\$ 0.3	
Reduced GASB 45 contribution	\$ 2.0	
External Hiring Freeze	\$ 1.0	
Subtotal	\$ 5.3	
CFE Proposed Cuts for 2010-11 (in millions):		
KOCE Note Repayments	\$ 0.5	
No Unfunded FTEs	\$ 0.7	
Eliminate GASB 45 contribution	\$ 3.0	
ENDS Program savings + external hiring freeze	\$ 6.0	
Subtotal	\$10.2	
TOTAL CUTS (in millions):		\$15.5
Available dollars for 2010-11 (in millions): (Note that this proposal does not recommend elimination of non-class additional cuts at the colleges & district office, reduction or elimination reassigned time, freezing purchase & travel, and use of District Reserved.	n of faculty	\$ 4.1

Proposed allocation of the available dollars:

Selectively re-hire some permanent staff upon review and recommendation by the Board's Personnel Committee.

Advertise these positions as "subject to the availability of funds after approval of California's 2010-11 budget."

COAST FEDERATION OF EDUCATORS Full Time Faculty Staffing

March 2010

- Currently we have 463 full time tenured & tenure track faculty.
- The state's minimum Faculty Obligation Number (FON) for Coast would be 468 (except for a 2005 fluke in the way the Chancellor's Office calculated our FON), and the last 2 years of freezing the FON. Therefore, for the last 2 years, our FON has been 412.
- 51 faculty have submitted their "intent" to retire letter.
- CCCD's low number of full time faculty is a contributing factor to our current 50% law situation.

Several California community districts are hiring full time faculty now for next fall.

Cerritos --> 7 Los Angeles --> 72
El Camino --> 5 North Orange --> 13
Long Beach --> 2 South Orange --> 10

An increasing number of departments have NO full time faculty members.

Golden West College 22 departments
Orange Coast College 32 departments

Coastline College 42 departments

This creates many problems. For example, who serves on the hiring committee to recruit a faculty member for such a department? Who serves on the tenure review committee for four years?

If quality considerium day alopment, instruction, and increased involvement in the college and district committees to need a liverium and instruction.

Dovvensed40hourgar-vælkfædlig or 3hourgar-vælkfædlige

Wanggiltoconvertseveellperitimerecultyperitions into full time positions.

With \$4.1 million, you can create 82 full time faculty positions from current part time faculty positions.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F. Y. 09 - 10

DATE: July 01, 2009

CONTRACT NUMBER: CIMS-9380 PROGRAM TYPE: INSTRUCTIONAL

MATERIALS

PROJECT NUMBER: 30-6663-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: COAST COMMUNITY COLLEGE DISTRICT

By signing this agreement and returning it to the State, you are agreeing to use the funds identified below for the purchase of instructional materials and supplies for the Child Development Program. These funds shall not be used for any purpose considered nonreimbursable pursuant to the 2009/2010 Funding Terms and Conditions (FT&C) and Title 5, California Code of Regulations. The contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A), which are attached hereto and by this reference incorporated herein.

This contract is funded through a grant from the federal Department of Health and Human Services and subject to Code of Federal Regulations (CFR) 45, Parts 98 and 99, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act 9 (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number in 93596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number in 93575, the fund title is Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

Funding of this contract is contingent upon appropriation and availability of funds. The period for which expenditures may be the with these funds shall be from July 01, 2009 through June 30, 2010. The total amount payable pursuant to this agreement shall not exceed \$707.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30, December 31, March 31, and June 30. Quarterly reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2009 through June 30, 2010 shall be included in their 2009/10 audit due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA			\	CONTRACTOR		
BY (AUTHORIZED SIGNATURE)				BY (AUTHORIZED SIGNATURE)		
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager				PRINTED NAME AND TITLE OF PERSON SIGNING		
TITLE Contracts, P	urchasing &	Conf Svcs		ADDRESS		
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (COD Child Developmen		FUND TITLE Federal		Department of General Services use only	
\$ 707 PRIOR AMOUNT ENCUMBERED FOR		(OPTIONAL USE) 0656 14869-6663	FC# 93.5	75 PC#	000174	
THIS CONTRACT O	TEM 30.10.020.901 6110-196-0890	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010		
TOTAL AMOUNT ENCU DATE \$	MBERED TO	OBJECT OF EXPENDITURE (C	SACS: Res-5035	5 Rev-8290		
I hereby carlify upon my or purpose of the expenditure		wiedge that budgeled funds are m	vallable for the period and	T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOU	INTING OFFICE	3		DAYE		

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall

act in an independent capacity and not as officers or employees or agents of the State.

3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of

the State in the form of a formal written amendment.

5. Time is of the essence in this Agreement.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless

otherwise expressly so provided.

8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), mantal status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

- 2. <u>DRUG-FREE WORKPLACE CERTIFICATION</u>: By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed contract will:

1) receive a copy of the company's drug-free workplace policy statement, and,

2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Government Code 8350 et seq.)

- NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Public Contract Code 10296) (Not applicable to public entities.)
- EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.

5. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
- 6. <u>DOMESTIC PARTNERS</u>: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.
- 7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:
- (b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL; "Disclosure Form to Report Lobbying," in accordance with this instruction;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

- (d) Have not within a three-year period proceeding this application had one or more public transactions (federal; state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing an on-going drug-free awareness program to inform employees about-
- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

	_		· -	•	* •	•
•						
		-				

Place of Performance (Street address, city, county, state, zip code)

Check [] if there is a separate sheet attached listing all workplaces.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124; GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

IAME OF APPLICANT (CONTRACT AGENCY)	CONTRACT#
RINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
NATURE	DATE:

i .

CORPORATE AGREEMENT # 3515

between

THE BOEING COMPANY

and

COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE)

AMENDMENTS

Amend Number	Description	Date	Approval
	·		
:			i

CORPORATE AGREEMENT

This Agreement is made by and between The Boeing Company, acting by and through Shared Services Group, Supplier Management (hereinafter referred to as "Buyer") and Coast Community College District (Coastline Community College) (hereinafter referred to as "Educational Entity").

1. **DEFINITIONS**

- a. "Corporate Agreement" (hereinafter referred to as CA) means this specific agreement for the Services (defined below) described herein. A CA is a contract that aggregates the requirements of Buyer business units and/or sites.
- b. "Services" during the term of this contract, Educational Entity shall furnish the Services set forth in the SCOPE OF WORK.
- c. "Lead Buyer Procurement Agent" means the Boeing Procurement Agent identified in the Notices section of the Agreement.

2. SCOPE OF WORK

Educational Entity shall provide such Services, at the prices as set forth in Exhibit A, as may be ordered by Buyer from time to time.

3. TERM (or PERIOD OF PERFORMANCE)

a. The term of this CA will commence on April 8, 2010 and will expire four (4) years after CA execution date unless extended by written mutual agreement, by both parties.

4. GENERAL REQUIREMENTS AND OBLIGATIONS

a. The pricing set forth in Exhibit A, Educational Entity's Proposal, shall not be exceeded in any Order for the Services ordered hereunder by Buyer. There may be occasions when further discounted pricing is made available by Educational Entity to one or more Buyer sites. To ensure that the pricing of this CA is uniformly incorporated into all Orders with Educational Entity, Educational Entity will monitor ALL OF BUYER'S requests for quotations, proposals, or information and will ensure that the pricing contained herein is applied. In the event that Educational Entity intends to propose to Buyer pricing other than that set forth in Exhibit A, Educational Entity shall first consult with the Lead Buyer Procurement Agent.

If any Order contains additional terms and conditions resulting in a variance in the price of any Services covered by this CA or requests additional Services or services, the Educational Entity shall contact the Lead Buyer Procurement Agent who placed the Order to negotiate a price.

b. PARTICIPATION

1. Other Buyer Entities

Educational Entity agrees that any affiliate or subsidiary of Buyer may, by issuing a contract, work order, or other release document subject to the terms, conditions, and pricing specified in this CA, place Orders under this CA. Educational Entity agrees that the prices set forth herein may be disclosed by Buyer on a confidential basis to affiliates or subsidiaries of Buyer wishing to use this CA. Educational Entity shall notify the Lead Buyer Procurement Agent of affiliates or subsidiaries of Buyer that use this CA.

2. Notification of Contract

In the event a purchaser known by Educational Entity to be a Buyer subsidiary, or affiliate places an Order for Services identified in Exhibit A but fails to request the prices established by this CA, Educational Entity shall notify such purchaser of the existence of this CA and the prices established hereunder and shall offer such prices to such purchaser.

- 3. Non-Buyer Funded Employees or Family Members
 Education Entity agrees to offer the same discounted pricing and cost offsets
 available through this CA to Buyer employees who are not fully Buyer funded
 under this program, as well as Buyer employee family members.
- **c.** Each of the documents described in the Exhibits listed below are incorporated herein by reference:
 - 1. Exhibit A Educational Entity Obligations
 - 2. Exhibit B Buyer Obligations and Opportunities
 - In the event the Educational Entity is required to perform work on property owned, operated, leased, or controlled by Buyer, Educational Entity agrees to adhere to the terms and conditions of Exhibit C - ON-SITE SUPPLIEMENT TO THE BOEING TERMS AND CONDITIONS (REV 10/07)

5. PRICING

The price for Services covered by this CA shall be as set forth in Exhibit A, Educational Entity Obligations.

Educational Entity warrants that the prices set forth in Exhibit A do not exceed the price charged by Educational Entity to any other customer purchasing the same Services in similar quantities under similar terms and conditions.

Initial pricing covered by this CA shall be firm fixed through the 2009/2010 academic school year associated with the Education Entity. Any pricing changes for the remainder of this agreement will be provided to the Lead Buyer Procurement Agent for review and approval a minimum of sixty (60) days prior to the new academic

school year beginning. Any price increases submitted for review are limited to a 6%, year over year, maximum. The Buyer will not accept annual increases over the 6% amount.

There is no association with potential changes in the Education Entity pricing associated with this CA and the Buyer annual educational funding limits that have been established in Exhibit B under Obligations 1.a through c. The funding limits are managed separately by Buyer and are governed independently from Educational Entity pricing changes.

6. NOTICES

Notwithstanding the Notice provisions contained in any of the Contracts included in the Exhibits to this Agreement, all matters requiring the approval or consent of either party related to this CA shall be requested in writing and are not effective until given in writing. With respect to Buyer, authority to grant approval or consent is limited to the Lead Buyer Procurement Agent. Parties may change the place of receiving a notice with respect to this CA by giving written notice at least thirty (30) days in advance of its effectivity. Notices and other communications shall be given in writing by personal delivery, United States mail, express delivery, facsimile, or electronic transmission addressed to the respective party as follows:

To Lead Buyer Procurement Agent (US Mail):
Prentis V. Johnson Mail Code: 6X-AA
The Boeing Company
Shared Services Group- Supplier Management
PO Box 3707
Seattle, WA 98124

To Lead Buyer Procurement Agent (Express Delivery):
Prentis V. Johnson Phone: (206) 850-5187
The Boeing Company
Shared Services Group- Supplier Management
635 Park Avenue North
Renton, WA 98055

To Lead Buyer Procurement Agent (Other):

Fax: (425) 965-8202

eMail: prentis.v.johnson@boeing.com

To Educational Entity:

To Campus: Coastline Community College

11460 Warner Avenue Fountain Valley, CA 92708

Attn: Joycelyn Groot

Phone: (714) 241-6161; fax: (714) 241-6270

Email: jgroot@coastline.edu

With a copy to:

Coast Community College District

1370 Adams Avenue Costa Mesa, CA 92626

Attn: Vice Chancellor, Administrative Services

7. DISPUTES

In the event of a dispute arising under or related to this CA, Educational Entity shall proceed with performance according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute.

8. PARTIAL INVALIDITY

If any provision of this CA is or becomes invalid or unenforceable by law, the remainder shall be valid and enforceable.

9. CODE OF BASIC: WORKING CONDITIONS AND HUMAN RIGHTS.

Buyer is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its worldwide operations. In furtherance of this commitment, Buyer has adopted a Code of Basic Working Conditions and Human Rights setting out in detail the measures it takes to ensure this commitment is fulfilled. The Boeing Code may be downloaded at http://www.boeing.com/employment/culture/code.html. Buyer strongly encourages Educational Entity to adopt and enforce concepts similar to those embodied in the Boeing Code, including conducting Educational Entity's operations in a manner that is fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety and environmental protection. Educational Entity will promptly cooperate with and assist Buyer in implementation of and adherence to the Boeing Code.

Any material breach of this Section 9 by Educational Entity may be considered a major breach of this contract for which Buyer may elect to cancel any open orders between Buyer and the Educational Entity, for cause, in accordance with the provision of this order entitled "Cancellation for Default" or exercise any other right of Buyer for an Event of Default under this contract.

10. CODE OF CONDUCT

Buyer is committed to conducting its business fairly, impartially, and in an ethical and proper manner. Buyer's expectation is that Educational Entity also will conduct its business fairly, impartially, and in an ethical and proper manner. Buyer's further expectation is that Educational Entity will have (or will develop) and adhere to a code of ethical standards. If Educational Entity has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under this contract, Educational Entity shall report such behavior to The Boeing Company Ethics hotline. Copies of The Boeing Company Code of Conduct and contacts for

such reports are available on <u>www.boeing.com</u> under "Ethics." Although Buyer will not use the failure to report improper or unethical behavior as a basis for claiming breach of contract by Educational Entity, Educational Entity is encouraged to exert reasonable effort to report such behavior when warranted.

11. TERMINATION FOR CONVENIENCE.

Buyer reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, Educational Entity shall immediately cease all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. In case of termination for convenience by Buyer of all or any part of this contract, Educational Entity may submit a claim to Buyer within sixty (60) days after the effective date of termination. In no event shall Buyer be obligated to pay Educational Entity any amount in excess of the contract price. The provisions of this article shall not limit or affect the right of Buyer to cancel this contract for default.

12. CANCELLATION FOR DEFAULT

- a. Buyer may, by written notice to Educational Entity, cancel all or part of this contract (i) if Educational Entity fails to deliver the Services within the time specified by this contract or any written extension; (ii) if Educational Entity fails to perform any other provision of this contract or fails to make progress, so as to endanger performance of this contract, and, in either of these two circumstances, does not cure the failure within ten (10) days after receipt of notice from Buyer specifying the failure; or (iii) in the event of Educational Entity's bankruptcy, suspension of business, insolvency, appointment of a receiver for Educational Entity's property or business, or any assignment, reorganization or arrangement by Educational Entity for the benefit of its creditors.
- b. Educational Entity shall continue work not canceled.

13. ENTIRE AGREEMENT

This CA, the applicable Contract, and each Order represent the entire agreement between Buyer and Educational Entity regarding the Services subject to that Order and supersede all prior agreements or understandings in connection herewith. This CA shall be modified only by written revision hereto, each of which must be duly executed by the Lead Buyer Procurement Agent and Educational Entity authorized representative.

	es have caused this CA to be executed in duplicate esentatives as of the latest date set forth below.
Name (printed or typed)	Name (printed or typed)
Signature	Signature
Procurement Agent Title	President, Board of Trustees Title
Date	Date

EXHIBIT A

EDUCATIONAL ENTITY OBLIGATIONS

- 1. Educational Entity's invoices shall be itemized by tuition and all fees. In addition, the invoice must indicate the Educational Entity's standard current published tuition rate and then the Buyer discounted tuition price owed for each Buyer Student and Course. Educational Entity must provide Billing and Finance manager contact name, phone, and email address on all invoices.
- 2. Buyer invoices must include by employee, per course/program academic credits or continuing education units (CEUs).
- 3. Billing process must be coordinated with Learning Together Program (LTP) and the Educational Entity. The LTP billing contact information is stated on all LTP vouchers.
- Educational Entity shall bill LTP tuition and associated fees per employee per course
 up to the annual fund limits. LTP paid courses, programs or fees earning refunds will
 be paid to LTP.
- 5. Educational Entity shall not bill LTP for any amount owed over the Buyer Student annual funding limits.
- 6. The annual fund limits per Buyer student will be determined by the date LTP pays the Educational Entity's invoice. (e.g. Class taken in calendar year 2009 and paid in calendar year 2010 is applied to calendar year 2010 annual fund limit.)
- 7. Any amount owed for courses or related expenses, above and beyond the annual funding limits must be billed directly to the Buyer student.
- 8. Any amount paid by a Buyer student for courses or related expenses that has earned a refund or credit must be processed directly with the Buyer student.
- 9. If Electronic Funds Transfer (EFT) is used for Buyer payments, all course or fee refunds must be processed to Buyer through EFT.
- Electronic Funds Transfer (EFT) must be used for Buyer payments, all course or fee refunds must be processed to Buyer through EFT. Educational Entity must establish EFT process for payments and refunds due to Boeing LTP by December 31, 2010. Contact linda.m.wright@boeing.com for process.
- Enterprise Supply Chain Integration (ESCI) must be used for Seller transmission of invoicing for all LTP tuition and qualified fees by December 31, 2010. Ineligible expenses must be extracted from any Buyer invoices, effective, January 01, 2010. Contact linda.m.wright@boeing.com for process.
- 10. The LTP voucher is valid one-time only for payment of tuition and eligible fees, up to the annual funding limits, for courses specified on the LTP voucher.

- 11. Ineligible Expenses: These expenses are excluded from the annual funding limits. Exclude from Buyer invoices all ineligible expenses from individual courses, certificates, degrees and programs and bill those ineligible costs directly to the employee-student. Unbundle tuition when applicable. Educational Entity shall bill and collect the following ineligible fees/expenses directly from the employee student:
 - a. Aircraft and simulator rental or usage
 - b. Audit-only courses
 - c. Copyright and patent fees
 - d. Course Materials
 - e. Courses that do not award academic credit or CEUs
 - f. Executive Education degree or certificate programs, such as an Executive Masters of Business Administration (EMBA)
 - g. Externships/Internships/Practicums
 - h. Food/Meals/Snacks
 - i. Hardware/Tools/Equipment
 - j. Insurance travel, medical or liability
 - k. Laptop/Personal Digital Assistant/Phone
 - 1. Lodging/Residencies
 - m. Parking
 - n. Private instruction or tutoring
 - o. Shipping
 - p. Social events
 - q. Travel/Transportation
- 12. Any advertisements / promotions mentioning LTP or The Boeing Company must be submitted a minimum of thirty (30) days in advance to the Lead Buyer Procurement Agent for Buyer written approval.
- 13. Educational Entity shall notify LTP Focal Linda Wright

 (Linda.m.wright@boeing.com) regarding any / all Buyer Program requests relating to "on-site programs" that are specifically supporting a limited or specific Buyer population [e.g., a specific Buyer department, targeted set of Buyer employees, specific identified Buyer employee(s)]. This notification should be provided as soon as these requests are made, but in no case, less than sixty (60) calendar days prior to

- planned initial delivery. LTP shall only fund Educational Entity for educational programs approved in advance and processed through LTP.
- 14. SPEND AND SAVINGS REPORTING: Educational Entity shall provide two (2) reports for each year spend and savings through the term of this agreement. The first mid-year report is due the 2nd Week of July (beginning 2010) and the second annual report is due the 2nd Week of January, for the preceding year. Reports must show details of the total Boeing spend with Educational Entity and the total applicable discount and savings Educational Entity provided to Boeing.

The following AA/Certificate Programs shall be available through the Contract Education Department to all Boeing employees, regardless of residency, at a rate of \$169 per unit. This represents a savings of 22% from non-resident tuition. All courses shall be credit bearing, delivered online, offered in 8-week sessions, and applicable to the following associate degree/certificates at Coastline:

- Business Certificate of Achievement with Concentrations available in
 - o General Business
 - o Human Resources Management
 - Marketing
 - Business Administration
- Management
- Office Support Specialist Certificate of Achievement with Concentrations available in
 - Administrative Professional (Assistant)
 - General Office Manager
 - o Financial Assistant
 - o Financial Manager
 - o Administrative Manager
- Supervision Certificate of Achievement with Concentrations available in
 - Supply Supervision and Management
 - Supervision and Management

EXHIBIT B

BUYER OBLIGATIONS AND OPPORTUNITIES

In exchange for measurable savings through discounted prices, with Coast Community College District (Coastline Community College), Buyer Learning Together Program (LTP) shall provide participation in the Preferred School Partner (PSP) program. Benefits of participation may include any or all of the following as approved by LTP:

Obligations:

- 1. Annual LTP educational funding limits beginning January 1, 2010:
 - a. \$15,000 Graduate degree
 - b. \$7,500 Undergraduate degree
 - c. \$5,000 Individual classes and certificates
- 2. Buyer will not be responsible for any monies due beyond the LTP annual educational funding limits.
- 3. Internal employee education advisement to the Preferred School Partner (PSP) program
- 4. Post educational entities web link on International and LTP websites
- 5. Priority processing for electronically submitted invoices
- 6. Electronic Funds Transfer (EFT) for tuition payments to Educational Entity account
- 7. Dedicated LTP Point of Contact

Opportunities:

- 1. Opportunity for customization of programs linked to Buyer's strategic skills as determined and approved in advance by LTP.
- 2. On-site instructor led courses aligned to Buyer's strategic skills as determined and approved in advance by LTP.
- 3. On-line, lunch-time, approved, and scheduled webinars (Educational Entity's web-ex used to deliver)

Boeing Shared Services Group ON-SITE ACTIVITY SUPPLEMENT

(Supplement to Terms and Conditions)

he event the Seller is required to perform work on property owned, operated, leased, or controlled by Buyer, Seller agrees to adhere to the following terms and conditions.

1. DEFINITIONS

"Buyer" means The Boeing Company or its division, or The Boeing Company acting as agent for any of its affiliates, or wholly owned subsidiaries. All references in this Contract to "The Boeing Company" and any of its affiliates, divisions, or wholly owned subsidiaries shall mean "Buyer."

"Buyer representative" means the Buyer employee who has been designated to oversee and monitor the Seller's activities at the Buyer's site.

"Hazardous chemical" means any chemical that is a physical hazard or a health hazard as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200 or an OSHA-approved state equivalent standard.

"Hazardous Material" is defined to include Hazardous Chemical, Hazardous Substances, Hazardous Waste, and Regulated Waste.

"Hazardous Substances" is defined as provided under federal law at 42 U.S.C. § 9601 [The Comprehensive Environmental Response, Compensation and Liability Act] and 40 C.F.R. § 302.3, and as provided under any applicable state or local law. The term also includes petroleum and petroleum products, as well as, any polychlorinated biphenyls ("PCB").

"Hazardous Waste" is defined as provided under federal law at 42 U.S.C. § 6903 [The Solid Waste Disposal Act, which, as amended, is also referred to as the Resource Conservation and Recovery Act], and 40 C.F.R. § 260.10, and as provided under any applicable state or local law.

"Regulated Waste" means Hazardous Waste and/or other wastes regulated for disposal by any federal, state or local law, including but not limited to, ersal waste, Washington State dangerous waste, special waste, and any regulated waste.

"Seller" means the entity identified in the Contract who agrees to sell Work to Buyer and includes Contractor's representatives, agents, successors, and permitted assigns.

"Work" means any goods provided or services performed or to be performed by Seller or its employees, subcontractors or suppliers under any Contract.

SAFETY AND ENVIRONMENTAL PROTECTION

General

- (1) Seller's Sole Responsibility for Safety and Environmental Protection. Seller shall at all times be solely responsible for all aspects of safety and environmental protection in connection with the Work, including initiating, maintaining, and supervising all safety and environmental precautions and programs. Such responsibility for safety includes, without limitation, the obligations set forth in clause 2.b (Safety). Such responsibility for environmental protection includes, without limitation, the obligations set forth in clause 2.c (Environmental Protection). Seller shall at all times perform the Work, or ensure that its subcontractors and suppliers perform the Work, in a manner to avoid the risk of bodily injury to persons or risk of damage to property or the environment. Seller shall promptly take all precautions that are necessary and adequate against any conditions that involve such risks. Seller shall continuously inspect all Work, materials, and equipment to discover the existence of any such conditions and shall be solely responsible for discovery and correction of any such conditions. Seller shall cooperate and coordinate with Buyer and other contractors and their subcontractors as necessary regarding safety and environmental protection matters.
- No Buyer Responsibility for Seller's Safety or Environmental Performance. Buyer shall have no responsibility for the safety or environmental performance of Seller or its subcontractors or suppliers, or any aspect of the safety or environmental protection in

connection with the Work, including all safety and environmental precautions and programs of the Seller.

(3) Service Provider Manual Requirement.

- (a) Seller shall comply, and shall ensure that all of its subcontractors and suppliers on site comply with requirements as set forth in the Contract Documents as well as Attachment A, Service Provider Awareness Manual (Boeing Manual). Requirements set forth in the Boeing Manual are not intended to be all inclusive. The absence of a specific requirement in the Attachment A does not relieve the Seller from its obligations under this Contract (including but not limited to compliance with applicable law) nor prohibit Buyer from giving additional direction when warranted by the Work. Site-specific requirements added to section 6.0 of the Boeing Manual shall be coordinated with the Buyer representative and shall be hereby incorporated by reference into the Contract. Site-specific requirements shall not relieve Seller, its subcontractors, or its suppliers from the obligation to comply with applicable law. By providing requirements, Seller assumes no control or responsibility whatsoever for any aspect of the Work which shall remain solely with Seller.
- Seller shall supplement and shall ensure that its subcontractors and suppliers supplement any such requirements in their safety and environmental plans as necessary and appropriate to ensure safety and environmental protection. Where any applicable law is more protective than the Boeing Manual such law shall be followed.
- Observations. Buyer personnel may, but are not required to, visit the Work area at any time to observe the Seller's performance under the Contract Documents. Seller recognizes and agrees that any such visits or observations will neither relieve Seller of its sole responsibility for all aspects of safety and environmental protection in connection with the Work, nor create or constitute actual control or the right to control such safety or environmental performance by Buyer. Neither observations or visits by Buyer, nor any actions or inactions during or as a result of such visits or observations shall give rise to a duty, responsibility, or liability of Buyer to the Seller, any subcontractor, supplier, or their agents or employees.

Safety

- Safety Programs and Plans. Although Seller has sole responsibility for safety in connection with the Work, Buyer has responsibility for the safety of its own employees. Accordingly, before beginning the Work, Seller shall develop and submit for review by Buyer written project-specific safety plans in detail commensurate with the nature of the Work. Such plans shall describe anticipated hazards and control methods the Seller will employ as adequate safeguards for all employees performing the Work, Work area invitees, Buyer's agents and employees, and the public. An appropriate health or safety professional should prepare such plans. Review of such plans- by Buyer shall not
 - (a) Relieve in any manner Seller of its sole responsibility for safety;
 - (b) Be construed as limiting in any manner Seller's obligation to undertake any action that may be necessary or required to establish and maintain safe working conditions at the Work area;
 - (c) Indicate Buyer's control over the manner in which Seller performs its Work or supervises its employees; or
 - (d) Create any liability for Buyer.

Seller's project-specific safety plans shall be made readily available at the Work area. Seller shall follow its project-specific safety plans and ensure that all its subcontractors and suppliers on Site follow the Seller's project-specific safety plans.

Boeing Shared Services Group ON-SITE ACTIVITY SUPPLEMENT (Supplement to Terms and Conditions)

- (2) <u>Safety Representative</u>. Seller shall appoint a competent safety representative with full authority to coordinate, implement, and enforce Seller's project-specific safety plans and shall authorize such representative to devote whatever time is necessary to properly perform such duties. The safety representative shall attend all Project safety meetings and participate fully in all activities outlined in Seller's project-specific safety plans.
- (3) <u>Safety Meetings.</u> Seller shall hold regularly scheduled meetings to instruct its personnel and all personnel of subcontractors and suppliers in safety practices for the Work. Minutes shall be recorded at all safety meetings and copies promptly submitted to Buyer on request.
- (4) Accident Reports. Accidents and incidents that involve property damage or employee time away from Work or medical treatment (not including first aid cases) or incidents that require an ambulance, security, or fire department response must be reported to the designated Buyer representative immediately and followed up in writing within eight (8) hours or by the end of the shift, which ever is less, of the accident or incident. Seller shall maintain accurate accident and injury reports and shall furnish to Buyer a copy of any accident report prepared pursuant to any applicable law. Seller shall also furnish to Buyer, in a form acceptable to Buyer, a monthly summary of injuries and hours worked each month.
- (5) Payment for Emergency Services. When any employee of Seller or any subcontractor or supplier on site, who is engaged in any activity related to the Work, requires the services of an ambulance, physician, hospital, or other provider, Seller shall pay or arrange for such subcontractor or supplier, to pay all charges for any such services directly to the provider of such services.
- (6) Emergency Notification. All emergency telephone numbers shall be provided to the Buyer representative and shall be readily accessible at the Work area.
- (7) Excavation below 12 inches. The Seller shall use applicable site drawings to identify all underground utilities in the excavation area. After all known utility lines have been identified, Seller shall then use underground testing equipment to accurately locate all utilities in the excavation area. The Seller shall use a locater that complies with the Professional Competence Standard for Locating Technicians (National Underground Locating Contractors Association). The Seller shall ensure that all identified utility lines are marked and labeled in compliance with the American Public Works Association standards. The Seller shall notify Buyer of utilities not shown on existing site drawings.

Once the utilities are properly marked in the excavation area, the Seller may begin the excavation work. Appropriate mechanical means may be used except that hand tools and hand dig methods must be used when digging within 24 inches of any utility.

c. Environmental Protection

- (1) Known Work Area Hazardous Materials. Before Work is commenced, Seller shall obtain from Buyer information regarding the existence of any known asbestos, petroleum, polychlorinated biphenyl (PCB), or other Hazardous Materials at the Site that may present a risk to Seller's employees or others in the Work area.
- (2) Asbestos. Work activities that would result in disturbing asbestos-containing materials or otherwise result in asbestos-contaminated particles becoming airborne shall not be performed by the Seller. If, in the course of the Work at the Site, Seller encounters any suspect material (materials of the type and age that could contain asbestos and have not been determined to asbestos-free), Seller shall immediately suspend the Work in the area affected and immediately report the condition to Buyer in writing. The Work in the affected area shall not be resumed except by written agreement of the Buyer representative and Seller. It is contemplated by the

parties that if asbestos abatement in the area is necessary, Buyl will contract with the appropriate abatement contractor to perform that work.

(3.) Ashestos Use Prohibited.

Boeing policy is to eliminate the use of asbestos-containing materials. So use any asbestos-containing material without the prior written permission Representative. If requested by Buyer Seller shall provide writte certifying no material containing asbestos has been used or installed Work or a statement identifying specifically where asbestos-containing been used.

- (4) Other Hazardous Materials. If, in the course of the Work at the Site, Seller encounters materials reasonably believed to be petroleum, PCBs, or other Hazardous Materials, which were not previously disclosed by Buyer and which could present a risk to Seller's employees or others in the area affected or which may result in a release to the environment, Seller shall immediately suspend the Work in the area affected and immediately report the condition to Buyer, in writing. The Work in the affected area shall not be resumed except by written agreement of the Buyer representative and Seller. It is contemplated by the parties that if remediation of the area is necessary, Buyer will contract with the appropriate remediation contractor to perform the remediation.
- (5) Waste Management Plan. If Seller or its subcontractors or suppliers expect to generate waste in performance of the Work, Seller shall develop a written waste management plan (for hazardous and non-hazardous waste) that must be approved by the Buyer representative before Work is started at the Site. The plan must include the following elements
 - (a) A description of all types of waste expected to be generated on Site including anticipated volumes;
 - (b) A description of where and how all waste will be accumulated before it is disposed of;
 - (c) Designated disposal and/or recycling destinations for all waste; and
 - (d) Plans to maximize the use, reuse, and recycling of any waste to the greatest extent feasible with consideration to cost.

Buyer shall dispose of all hazardous waste generated at the Work Site. Seller, its subcontractors, and its suppliers shall not remove hazardous waste from the Work Site.

If additional or unanticipated amounts or types of waste are generated or encountered on-Site, the Seller shall advise the Buyer representative as soon as possible and manage the waste on Site as directed by the Buyer representative,

(6) Wastewater Handling and Storm Water Management

- (a) If Seller or its subcontractors or suppliers expect to produce wastewater in performance of the Work, including but not limited to water produced in subsurface dewatering, or expect to handle Hazardous Materials in an area that may be exposed to storm water, Seller shall develop a written plan to be approved by the Buyer representative for handling such wastewater or storm water. Both the control and discharge of wastewater and /or storm water shall be addressed in Seller's plan. Such plan shall be drafted to adhere to applicable law and the Buyer's Site's Storm Water Pollution Prevention Plan, National Pollution Discharge Elimination System Permit (NPDES), and Sanitary Sewer System Discharge Permit, as applicable. The Buyer representative will inform the Seller of such permit requirements. The Seller and its subcontractor and suppliers shall adhere to the plan.
- (b) If the Work of the Seller or its subcontractors or suppliers requires a new NPDES permit, the Seller shall work with the Buyer representative to ensure that an appropriate

Boeing Shared Services Group ON-SITE ACTIVITY SUPPLEMENT (Supplement to Terms and Conditions)

NPDES permit application is completed. Any permit prepared by the Seller shall be submitted to Buyer for review before the permit is submitted to a government agency. Unless otherwise directed by the Buyer representative, the Seller must be listed as the permittee or co-permittee on the NPDES permit if the state in which the permit is issued allows contractors to serve as permittees in conjunction with or in lieu of the owner of the site.

(7) Air Pollution Control.

- (a) If Seller or its subcontractors or suppliers expect to produce emissions of any air pollutant or contaminant in the performance of the on-Site Work, Seller shall develop a written plan to be approved by the Buyer representative for minimizing such emissions. Such plan shall be drafted to ensure compliance with all applicable laws and any applicable provisions of any orders, permits, or approvals issued to or in the name of Buyer, including but not limited to any applicable Air Operating Permit. The Buyer representative will inform the Seller of such provisions. The Seller and its subcontractors and suppliers shall adhere to the plan.
- (b) Seller shall provide to the Buyer representative (I) copies of its Air Operating Permits or registrations for any permitted or registered equipment that is operated on Site and (2) no later than completion of the Project, copies of usage logs, if required.

(8) Emergency Response and Reporting of Spills or Releases.

- (a) If Seller or its subcontractors or suppliers expect to bring, use, produce, encounter or handle any Hazardous Materials on Site, Seller shall notify Buyer representative and shall obtain from Buyer representative information regarding the applicable plans and procedures for emergency response to spills or releases of Hazardous Materials. Seller and its subcontractors and suppliers shall undertake immediate response to incidental releases to contain the spill or release where the substance can be absorbed, neutralized, or otherwise controlled to prevent spreading, but only to the extent such response can be undertaken without posing a physical danger to the responding personnel or others nearby.
- (b) When the Seller, subcontractor, or supplier discovers a spill or release, the Seller, subcontractor, or supplier shall immediately notify the Buyer emergency response personnel identified in the Buyer emergency response plans and procedures and the Buyer representative. Unless the duty to make notification of any such spills or releases to a government agency is imposed by law directly on the Seller or a subcontractor or a supplier, the Buyer Representative shall notify the governmental agency. Seller and its subcontractors and suppliers shall cooperate fully with the Buyer representative in ensuring timely and complete notification and response. If Seller, subcontractor or supplier is itself required by law to make notification of a spill or release, then the Seller, subcontractor or supplier undertaking such notification shall immediately inform the Buyer representative in detail regarding such notification.
- (9) Nuisance and Polluting Activity Prohibited. Polluting, dumping, or discharging of any harmful, noxious, or regulated materials (such as concrete truck washout, vehicle and equipment maintenance fluids, residue from saw cutting operations, or Hazardous Materials) into the building drains, streams, waterways, or holding ponds or to the ground surface is prohibited Further, Seller shall conduct its activities in such fashion to avoid creating any nuisance conditions, including but not limited to suppression of noise and dust, control of erosion, and implementation of other measures as necessary to minimize the off-site effects of Work activities.

Boeing Shared Services Group ON-SITE ACTIVITY SUPPLEMENT (Supplement to Terms and Conditions)

Attachment A Service Provider Awareness Manual

January 2005

Table of Contents

- 1.0 General Information
- 2.0 Emergency Procedures
- 3.0 Fire Prevention
- 4.0 Safety Requirements
- 5.0 Environmental
- 6.0 Site-Specific Requirements

Boeing Shared Services Group ON-SITE ACTIVITY SUPPLEMENT (Supplement to Terms and Conditions)

oduction

The Boeing Company is committed to maintaining high safety, health, fire prevention, security, and environmental standards. As a service provider to The Boeing Company, you are expected to maintain the same high standards.

While working on Boeing property, you will be working closely with personnel from various Boeing organizations and related service providers. Therefore, it is important that you are familiar with our safety, health, fire prevention, security, and environmental requirements.

As a Service Provider, you are responsible for ensuring that all your subcontractors follow safe work practices and comply with all federal, state, local, and Boeing contract requirements.

This booklet is intended to help you comply with The Boeing Company safety, health, fire, security, and environmental requirements. Nothing herein shall relieve you of your responsibility to comply with federal, state, and local laws, codes, rules, regulations, and Boeing-contract requirements.

Please read this booklet, and if you do not fully understand the information provided in all sections or there are site-specific issues, discuss your questions with your supervisor or your Boeing Onsite Activity Representative. Service-provider employees violating any of these requirements are subject to removal from the site and/or disciplinary action. Your cooperation is expected and appreciated.

1.0 General Information

1.1 General Plant Rules

All service providers are to stay within assigned work areas. Wandering throughout the site is strictly prohibited.

- Use of offensive language and display of offensive materials is not permitted.
- Horseplay, running on the premises, theft, fighting, harassment, gambling, and possession or use of alcohol or controlled substances or firearms (or other weapons) is strictly prohibited.
- c. Use of Boeing equipment or utilities is prohibited without prior permission from the Boeing Onsite Activity Representative.
- d. The use of cameras or camera-enabled devices is prohibited without a permit issued by The Boeing Company.
- Electronic communication devices, such as portable radios, are controlled on Boeing property and must be pre-approved before use.
- f. Smoking is strictly prohibited in all areas unless otherwise posted or designated as a smoking area.
- g. Use of Boeing restrooms or cafeterias may require pre-approval.
- h. Boeing phones are limited to business and emergency use.
- Firearms, ammunition, and animals are not to be brought onto Boeing property.

1.2 Badge Identification

- a. You must obtain an identification badge and visibly display and wear the badge while on Boeing property.
- b. Lending or borrowing identification badges is strictly prohibited.

1.3 Vehicles

- Personal and service-provider vehicles and industrial mobile equipment used inside secured Boeing property are allowed with special permission only and may require a Boeing-issued parking pass.
- b. Service-provider vehicles, equipment, or supplies shall not block entrance ramps, truck doors, plant access aisles, emergency routes, and parking specified for Boeing equipment, facilities, or plant personnel without prior approval from the Boeing Onsite Activity Representative.
- Posted speed limit and traffic signs shall be followed at all times while on Boeing property.

d. Pedestrians have the right of way at all times.

- Service-provider vehicles are not permitted on flight line ramps without prior approval.
- Seat belts, when provided in vehicles, shall be worn at all times.
- g. Personnel shall not be transported in the beds of trucks.
- Do not idle vehicles unnecessarily.
- Do not idle vehicles in proximity to building air intakes or building entrances.

1.4 Required Postings

The Service Provider is responsible for ensuring that all federal, state, and local agency permits and posters are placed at the entrance to the job site.

2.0 Emergency Procedures

2.1 Evacuations

- a. In the event of a building or site evacuation, immediately evacuate through the nearest safe exit and report to your designated assembly point. If you do not know your assembly point, check with your immediate supervisor or Boeing Onsite Activity Representative. In all cases, instruction and directions given by your supervisor, security, or other emergency response personnel shall be followed.
- b. In the event of a building or site incident in which you are asked to "Shelter In Place," follow the direction of Boeing employees in your work area.
- Do not leave the assembly point or shelter-in-place location until authorized to do so.

2.2 Emergency Notification

Immediately report all emergency situations such as, but not limited to, fire, medical, gas or chemical release, noxious odors, and vehicular incidents to the Boeing emergency number listed in the front section of this booklet and your Boeing Onsite Activity Representative.

2.3 Emergency Medical Care

- Should you observe a medical emergency, call the appropriate emergency response agency.
- b. See the listing on the first page of this booklet for the appropriate emergency number for the site you are working on.
- Remember, do not hang up until the dispatcher tells you to do so.

Boeing Shared Services Group ON-SITE ACTIVITY SUPPLEMENT

(Supplement to Terms and Conditions)

You are a vital link in the emergency and must relay changes in the state of the emergency.

2.4 Environmental Incidents

- Immediately report all environmental spills or releases. You must know the building number, grid/column line number, floor level, door number, and location of the nearest phone.
- Emergency numbers vary, depending on your location. See the listing on the first page of this booklet for the emergency numbers for the site you are working on.

Remember, do not hang up until the dispatcher tells you to do so.

You are a vital link in the emergency and must relay changes in the state of the emergency.

3.0 Fire Prevention

As required and approved by the Boeing Fire Department or a Boeing Security and Fire representative, all service providers shall provide their own Factory Mutual (FM) Approved or Underwriters Laboratory (UL) Listed portable fire extinguishers. Fire extinguishers approved by the Boeing Fire Department or a Security and Fire Representative for the specific hazards of the location must be readily accessible in the immediate area.

3.1 General Housekeeping

- Boeing trash receptacles shall not be used for construction debris.
- All trash and debris receptacles shall be located away from any Boeing building or structure. If construction trash chutes are required, the location and design of the chute shall be approved by the Boeing Fire Department or a Boeing Security and Fire representative.
- All work areas shall be maintained in a clean state. Clean up and remove trash, scrap, excess materials, and other debris. This shall be done at frequent and regular intervals, daily, or whenever the accumulation constitutes a fire hazard.
- Burning of trash is prohibited.
- Wood, sawdust, or shavings shall not be used as absorbents for spilled flammable or combustible liquids or petroleum lubricants.

3.2 Equipment Requirements

- All powered equipment shall be refueled outdoors, away from storm drains and clear of structures, with engines shut off.
- Gasoline, liquid propane gas, or propane-powered equipment shall be allowed on building roofs only with prior written approval from the Boeing Fire Department or a Boeing Security and Fire representative.
- Electrical equipment used in areas where flammable atmospheres (vapors, dusts, or mists) may exist shall have appropriate National Fire Protection Association (NFPA) class and division ratings for explosion proofing.
- Exhaust emissions from powered equipment operating within buildings or enclosed structures shall be piped outside the facility, and air monitoring shall be conducted to check for hazardous emissions.
- Service providers shall provide their own FM Approved or UL Listed portable fire extinguishers. Fire extinguishers approved by

the Boeing Fire Department or the Security and Fire Representative for the specific hazards of the location must be readily accessible and fully charged.

3.3 Flammable Liquids

- All flammable liquids, chemical fuels, resins, lubricants, and solvents shall be segregated and labeled. All storage areas for flammable or combustible liquids shall be approved by the Boeing Fire Department or a Boeing Security and Fire Representative.
- Flammable liquids (flashpoint below 100°F or 38°C) shall not be used or stored inside Boeing buildings unless contained in an FM Approved or UL Listed container or Boeing-approved container and only in quantities needed to accomplish the immediate tasks.
- The use of glass containers is strictly prohibited.
- Effective methods of spill retention and cleanup of materials are required.
- The service provider shall comply with all safety regulations and codes pertaining to labeling, handling, and storage of flammable and combustible products.

3.4 Spray Painting, Flammable Resins, and Chemicals

- Boeing Fire Department or Boeing Security and Fire Representative inspection and approval are required before painting, including spray painting or cleaning with flammable materials.
- Only explosion-rated or intrinsically safe electrical equipment including forklift trucks that are, for example, EE or EX rated, shall be used in areas such as flight hangars, paint booths, and tank lines where explosion-proof electrical systems are required.
- A 50-foot distance from ignition sources is required.

3.5 Heating Devices

- Open-flame devices and sources of heat and spark-producing equipment shall not be used in areas with combustible materials or flammable liquids.
- Open-flame devices and furnaces shall have a constant attendant.
- The hot-work procedures outlined in section 3.6 shall be followed for heating devices.

3.6 Welding/Cutting Activities

A hot-work permit is required prior to performing all open-flame or spark-producing work.

- To obtain a hot-work permit, contact the applicable Boeing Fire Department or Boeing Security and Fire Representative.
- Fire-retardant protective materials (such as fire blankets) shall be used to contain sparks and prevent them from falling against walls, on wooden floors, on combustibles or valuable materials and equipment, or into hidden spaces.
- Flash shields, fire-resistive curtains, or other suitable shields shall be placed around the welding area to protect any adjacent personnel, from sparks and arc flash.
- Tungsten inert gas (TIG) welders or other welding machines with the potential to interfere with implanted medical devices shall be posted per site safety and health requirements.

Boeing Shared Services Group ON-SITE ACTIVITY SUPPLEMENT

(Supplement to Terms and Conditions)

- Local ventilation is required for welding operations that will generate welding fumes inside the building.
- Service providers shall provide their own FM Approved or UL Listed portable fire extinguishers. Fire extinguishers approved by the Boeing Fire Department or a Boeing Security and Fire Representative for the specific hazards of the location must be readily accessible and fully charged.
- All service providers performing welding/cutting work shall provide their own FM Approved or UL Listed portable fire extinguishers for use during these activities. Boeing-owned fire extinguishers and hoses shall be used for standby fire watch.
- The fire watch person shall be assigned and trained in the use of portable fire-fighting equipment. The fire watch person shall be dedicated to the assigned activity and remain on standby a minimum of 30 minutes following the end of any and all openflame activities.
- The assigned fire watch person shall notify the Boeing Fire Department on completion of work.
- Hot-work permits shall be removed and destroyed at completion of work or when they expire.

3.7 Fire Protection Systems

- The Boeing Fire Department or Security and Fire Representative shall be notified 24 hours in advance of all proposed requests for fire protection systems closure or impairments. Boeing requests a fourteen (14) day notice for all required utility shut off events, but realizes situations may arise where this is not always possible. However, under no circumstance shall notice be less than seven (7)
- The Boeing Fire Department shall be notified and shall approve, before use, the use of fire hydrants or building standpipe systems for temporary water supply.
- The service provider shall verify with the Boeing Fire Department or a Security and Fire representative that all fire-extinguishing protection systems (sprinklers) are operational in an area of welding and open-flame cutting.

3.8 Temporary Structures and Enclosures

- A separation of 20 feet shall be maintained between temporary buildings and storage areas and other buildings or areas. All temporary installations must have prior approval by a Boeing Onsite Activity Representative. Temporary walls or partitions shall be noncombustible.
- Plastic or Visqueen film shall be UL Listed or FM Approved, meeting requirements of NFPA #701, "Standard Methods of Fire Tests for Flame Propagation of Textiles and Films."

Storage of Combustible Building Materials

Combustible materials shall not be stored within 25 feet of the exterior of structures.

3.10 Roofing

The Boeing Fire Department or a Security and Fire representative shall be notified of all roof work involving welding, open flame equipment, and spark-producing or hot work before start of the work.

Safety Requirements

4.1 Project-Specific Safety Plans

Before beginning the work or any portion of the work, the service provider shall submit a written, project-specific safety plan with the details in the plan applicable for work being performed. Project-specific safety plans shall be available and communicated at the site where the work is being performed.

- Immediately report all incidents such as, but not limited to, fire, gas or chemical release, vehicular incidents, and near misses involving any electrical work or confined spaces to the Boeing emergency number listed in the front section of this booklet and your Boeing Onsite Activity Representative.
- The service provider shall submit to The Boeing Company, on request, a copy of its company safety program.
- Additional assistance on this section of the manual can be provided by your Boeing Onsite Activity Representative and the Boeing site Safety, Health and Environmental Affairs staff

4.2 Personal Protective Equipment

- The service provider shall ensure that its employees have access to and use all required personal protective equipment (PPE). Boeing does not provide PPE to the service provider.
- The service provider employee's PPE shall be appropriate for the

Examples of PPE are:

- Industrial safety glasses with side shields and face protection.
- Ear plugs and muffs.
- · Hard hats.
- · Gloves and hand protection.
- · Full-body safety harness.
- · Sturdy, low-heeled shoes with closed toe and heel.

Service-provider employees assigned to work in shop, manufacturing, maintenance, or construction areas shall wear ankle-length pants and a shirt top that covers the body from the waist up and over the shoulder (no tank tops).

4.3 Hazard Communication / Material Safety Data Sheet

- The Boeing Company shall provide, on request, the material safety data sheet (MSDS) for any hazardous chemicals under Boeing control within the assigned work area.
- All hazardous chemicals brought onto Boeing property shall be properly identified and labeled as to contents.
- Before any hazardous chemicals arrive on site, the service provider shall furnish to the Boeing Onsite Activity Representative quantities of, and have available for review, MSDS data on all chemical products that will be used.
- The service provider shall bring on to Boeing property only the amount of hazardous chemicals necessary for the project.

4.4 Electrical Safety

All electrical incidents or near misses shall be reported immediately to the Boeing Onsite Activity Representative.

- Only FM Approved or UL Listed electrical equipment shall be
- The service provider shall supply ground fault circuit interrupters for all temporary electrical wiring cords and portable equipment

Boeing Shared Services Group ON-SITE ACTIVITY SUPPLEMENT (Supplement to Terms and Conditions)

- c. Energized electrical work is strictly prohibited unless written preapproval is obtained from the Boeing Onsite Activity Representative.
- d. Specialized clothing, tools, and equipment are required when working on or near energized electrical systems. Refer to the current edition of NFPA 70E for more information.
- e. All portable electrical equipment and cords and drills shall be inspected by the service provider before use and maintained in a safe working condition.

4.5 Lockout, Tag, Tryout Program

Prior to shutdown of any Boeing equipment, building system, or utility, the service provider shall notify the Boeing Onsite Activity Representative.

- a. All equipment that could present a hazard from inadvertent activation during maintenance or servicing shall have the energy supply locked out and tagged except where the energy supply is needed for troubleshooting, inspecting, or servicing equipment.
- b. Before working on any energized system, you shall take the following steps in accordance with your company's procedures:
 - Isolate the energy source and release all energy or potential energy (e.g., electrical [stored], gravity, pressure, thermal, pneumatic, and hydraulic).
 - Refer to machine-specific instructions on controlling multiple energy sources.
 - Install physical lockout lock with your company lockout tag, in accordance with your company's lockout, tag, tryout procedure.
 - Before proceeding with work, test or try out the system to ensure zero energy.
 - The following information shall be printed on all lockout tags in use:
 - (a) Employee name, company name, date, and phone number (or pager number).
 - (b). Off-shift contact and phone number (requires someone to be available 24 hours per day).

4.6 Trenching and Excavations

Pre-approval shall be obtained from the Boeing Onsite Activity Representative before excavating or opening any trench.

- A qualified locater service shall be used to locate any utilities or other underground structures in the area where the work is to be performed.
- Hand-digging shall be required where there is any risk of contacting underground utilities or structures.
- The service provider shall physically barricade all excavations and trenches.
- d. Excavations shall be reviewed by the service provider's competent person each day and after every rainstorm or freeze/thaw situation.

- e. The service provider's competent person shall assess the so condition to determine the method of shoring or sloping required for excavation.
- f. All excavations and trenches shall be shored, sloped, or otherwise protected to ensure that collapse does not occur.

4.7 Warning Signs and Barricades

- Service providers shall supply appropriate signs, barricades, flashing light barricades, ground attendants, and flagging, as required, to keep unauthorized personnel out of the work areas.
- b. Highly visible physical barriers shall be provided by service providers to block off areas where Boeing personnel and others not directly involved with the project could likely walk through a work area. Signs supplied by the service provider shall be posted to indicate overhead work in progress.
- c. Substantial barricades, such as standard guardrails, are required around excavations, holes, or openings in floors, roof areas, edges of roofs, and elevated platforms. In addition, barricades are required around overhead work and wherever necessary to warn or protect all personnel.

4.8 Confined-Space Entry

All confined-space incidents or near misses shall be reported immediately to the Boeing Onsite Activity Representative. Boeing shall apprise the service provider of any known site-specific hazards associated with confined space entry activities.

- a. The service provider shall have and follow its own written confined space entry program, including an entry permit system, monitoring equipment, retrieval system, and observation personnel.
- For jointly occupied confined spaces, the service provider shall coordinate its confined-space entry plan with the Boeing Onsite Activity Representative.
- c. The service provider shall have its written confined space entry program available and post the confined-space entry permit at the point of entry.
- d. Upon completion of confined-space entry, provide a copy of the closed permit and debriefing to the Boeing Onsite Activity Representative.
- e. The service provider shall, on request, provide documented evidence that personnel involved with confined-space entry procedures have been properly trained in all aspects of confinedspace entry activities.

4.9 Fall-Protection Program

- All fall-protection equipment and devices shall meet American National Standards Institute standards. Mountain-climbing equipment is not an acceptable substitute for this requirement.
- b. The service provider shall be able to provide documented evidence that personnel have been properly trained and are knowledgeable in all fall protection prevention activities.

4.10 Ladders/Scaffolding

 Ladders shall be in good condition and used as intended (e.g., not use step ladders as straight ladders).



 Portable metal ladders shall not be used for electrical work and may be completely prohibited at some Boeing sites.

Boeing Shared Services Group ON-SITE ACTIVITY SUPPLEMENT (Supplement to Terms and Conditions)

- Ladders shall not be used in front of doorways without posting or otherwise protecting the area.
- d. Scaffolding systems shall be erected and regularly inspected by a competent person. All scaffolding shall have work platforms fully planked; all braces, access ladders, proper guardrails, and toe boards must be installed.
- During scaffolding erection, dismantling, and use, all employees shall be fully protected from fall hazards.

4.11 Work Permits

There may be additional site-specific permit requirements other than those specified in this document. Check with the Boeing Onsite Activity Representative for further clarification.

4.12 Foreign Object Damage

When working on or adjacent to flight line areas, the service provider shall prepare a foreign object damage (FOD) procedure. FOD is defined as "an item alien to aircraft, assembly, or other product that has been allowed to remain in the product or in a position where it could possibly enter the product."

4.13 Overhead Crane Operations

- a. The service provider shall notify the Boeing Onsite Activity Representative and schedule any work requiring access to and use of Boeing overhead cranes, work adjacent to Boeing overhead cranes, or work around Boeing overhead cranes. These activities may require the installation of bridge-crane rail stops, or inactivation of bridge cranes to preclude collision with serviceprovider equipment.
- b. Portable crane rail stops shall be installed front and rear of employees while they are working in an elevated position, or while they are making a lift of materials through the crane travel zone, to protect them from the crane they may be working on and from any foreign crane entering from another area or adjacent bay.
- c. The service provider shall provide and use, while working overhead, an effective method to prevent falling objects from endangering or injuring people, equipment, or products below.

4.14 Utility Shutdowns

Service providers shall minimize service interruption during unavoidable utility shutdowns. Written authorization must be requested from the Boeing Onsite Activity Representative a minimum of two weeks before the scheduled utility shutdown or as soon as it is known to be required in order to perform required work.

4.15 Joint Occupancy Issues (Occupied Work Areas)

The service provider shall cooperate and coordinate work with The Boeing Company and other Boeing service providers so all work may be promptly and properly performed without undue interference or delay. The service provider shall afford The Boeing Company and other Boeing service provider's reasonable opportunity for the execution of their work.

4.16 Training

- a. The service provider shall ensure that all of its employees are properly trained for all jobs and tasks that require specific training and/or competency to meet all applicable federal, state, and local regulations.
- All service-provider employees shall be trained in, and be knowledgeable of, the project-specific safety plan.

 The service provider shall submit to The Boeing Company, on request, validation of the training received.

4.17 Radiation Safety

The Boeing Onsite Activity Representative shall be contacted before the following radiation sources are brought onsite:

- Licensed radioactive material (e.g., gamma radiography equipment, moisture density gauges).
- b. Class 3b or 4 lasers (class indicated by label on equipment).
- Radio frequency sources.
- Machines that produce x-rays. The Boeing Onsite Activity Representative shall provide additional requirements if necessary.

5.0 Environmental

5.1 Hazardous Materials

- Hazardous materials stored on Boeing sites shall be stored under cover, in containment, and be clearly labeled.
- Transfer (pouring, pumping, dispensing) of hazardous materials shall be performed in a contained area.
- c. A utilization report may be required at some locations for materials that are brought on site. Verify requirements with the Boeing Onsite Activity Representative.
- Hazardous materials shall be stored in a manner that protects water quality. Refer to section 5.5 for additional guidelines.
- e. When bringing hazardous materials on site, notify the Boeing Onsite Activity Representative. The Boeing Onsite Activity Representative shall provide additional storage requirements, if necessary.
- f. Containers shall be kept closed when not in use.

5.2 Hazardous Waste and Solid Waste Handling and Disposal

- a. The Boeing Company disposes of all hazardous waste that is generated on its property, regardless of the party that generates the waste. Service providers shall not take hazardous waste off site. If you are working under a contract on a Boeing site and need assistance with hazardous waste disposal, establishing a waste station, or complying with hazardous waste regulations, contact the Boeing Onsite Activity Representative.
- b. All hazardous waste generated by the service provider shall be properly segregated, containerized, and labeled by the service provider, as directed by the appropriate Boeing environmental group.
- Hazardous waste shall be stored in a manner that protects water quality. For water quality requirements, see section 5.5.
- Keep all waste containers closed between waste additions to containers.
- e. Monitor your waste stations on a daily basis. Inspect the stations for leaks and full containers of waste. You are responsible for the waste that you generate until the Boeing environmental organization has received it.

Boeing Shared Services Group ON-SITE ACTIVITY SUPPLEMENT

(Supplement to Terms and Conditions)

- f. When a waste drum becomes full, it shall be immediately removed from the work site according to the Boeing-approved plan for hazardous waste management prepared by the service provider. Do not store full waste drums at construction sites. Never allow a waste drum to accumulate waste for more than 60 days after the date shown on the front of the drum.
- Never dump or discharge hazardous waste into storm sewers, building sanitary sewer drains, or rest rooms or solid-waste containers
- h. Where recycling is required, at the Boeing worksite, segregate garbage, clean cardboard, wood, metal, glass, stumps and brush, clean gypsum, and concrete in separate containers for recycling. Only wood, and aluminum cans (when they are packed in plastic bags), can be stored in open-top huge hauls or roll-offs that are not watertight. All other construction, demolition, and land-clearing debris shall be stored in covered, watertight roll-offs. Contact the Boeing Onsite Activity Representative for a description of the appropriate containers.

5.3 Suspect Materials

5.3.1 Asbestos Awareness

- a. Boeing facilities may contain asbestos-containing materials (ACM). Prior to the start of Work, obtain a determination from the Boeing Onsite Activity Representative regarding the presence of asbestos-containing materials associated with the Work.
- Abatement of all ACM affected by the project shall be coordinated by The Boeing Company.
- c. If, after the project commences, the service provider discovers a possible asbestos disturbance or new suspect material, work shall stop immediately until the Boeing Onsite Activity Representative can determine the next course of action.

5.3.2 Lead Awareness

- At The Boeing Company, lead can be found in a variety of different products, such as greases, solders, scalants, lead paints, and counterweights.
- b. Operations or processes that may cause lead exposure are
 - Spray painting with paints containing lead.
 - 2. Grinding, sanding, or welding on lead-based paints.
 - 3. Soldering activities.
- All grinding, sanding, or welding on lead-based painted surfaces is prohibited
- All painted surfaces are presumed to contain lead unless determined otherwise.
- e. Lead paint shall be removed before proceeding with any grinding, sanding, or welding activities. Lead-paint removal shall be performed by trained personnel. Never use compressed air to remove lead dust.
- f. All lead-abatement activities are coordinated through the Boeing Onsite Activity Representative.
- g. If, after the project commences, the service provider discovers a possible lead-containing materials disturbance or new suspect material, work shall stop immediately until the Boeing Onsite Activity Representative can determine the next course of action

5.3.3 Soils and Remediation

- Final disposition of all soil shall be as directed by the Boeing Onsite Activity Representative.
- All personnel performing remediation work shall be required to be trained before commencing with this work.
- c. Immediately contact the Boeing Onsite Activity Representative listed at the front of this document if you notice contaminated soil or water during excavation activities. Watch for fuel and solvent smells, visible oil sheen, and other indications of contamination. Stop work immediately until the Boeing Onsite Activity Representative can determine the next course of action.

5.4 Air Quality

- a. The Service Provider shall not emit any air contaminant in sufficient quantities and of such characteristics and duration as is, or is likely to be, injurious to human health, plant or animal life, or property, or which unreasonably interferes with enjoyment of life or property. Contact the Boeing Onsite Activity Representative if you are not sure your activity falls in this category.
- b. Open burning is strictly prohibited.
- Vehicles and equipment shall not leave the work site coated with dust, dirt, or mud.
- d. Loads shall be covered. The service provider shall take appropriate measures to prevent drag-out and fugitive emissions.
- e. All service providers shall take measures to prevent overspray an airborne emissions from painting and blasting operations from depositing on adjacent buildings and automobiles. Any such deposits must be swept up immediately.
- f. Abrasive blasting and spray-painting operations shall be performed inside a booth designed to capture the blast grit or overspray. Outdoor blasting or painting of structures or items too large to be reasonably handled indoors shall employ control measures, such as curtailment during windy periods, and enclosure of the area being painted or blasted with tarps. Contact the Boeing Onsite Activity Representative for specific requirements before starting outdoor blasting or painting activities.
- g. For grade-and-fill operations associated with construction and demolition projects, employ water spray as needed to prevent visible dust emissions.
- Blowing dust and debris shall be controlled. Contact the Boeing
 Onsite Activity Representative before the start of any activity that
 may generate dust.
- All material that contains volatile organic compounds (VOC), such as paints, coatings, sealants, resins, that are to be used on site shall be pre-approved by the site environmental department. Contact the Boeing Onsite Activity Representative to determine how to get the appropriate approval.

5.5 Water Quality

- a. Wastewater, including, but not limited to, water from dewatering and storm water, shall be handled in accordance with the service provider's written wastewater plan. This plan shall be approved b The Boeing Company.
- b. Never pour any liquid into a storm drain, not even drinking water. Do not use a hose to clean pavement. Alternative methods, such as sweeping, shall be used.

Boeing Shared Services Group ON-SITE ACTIVITY SUPPLEMENT (Supplement to Terms and Conditions)

- c. No vehicle, equipment, or building washing is permitted outside without prior approval from the Boeing Onsite Activity Representative.
- d. Equipment stored outside shall be maintained in good working order to prevent leakage of fluids (e.g., fuel, hydraulic fluids, and antifreeze).
- e. Wastewater, including concrete slurry, liquid from dewatering, and cooling water, must be managed in accordance with instructions from the Boeing Onsite Activity Representative.
- Sanitary sewage shall be disposed of in the sanitary sewer and not in an industrial waste sewer.
- g. Store all hazardous materials and hazardous waste (including contaminated demolition debris) in a covered and contained area that prevents rain from washing materials or waste to the soil or storm sewer. The containment shall be large enough to hold 110% of the volume of the largest container. A building is considered containment. This applies to materials and waste that are both hazardous and non-hazardous in nature.
- Refueling shall be conducted away from storm drains and unpaved areas.
- Implement the Boeing-approved best management practices as needed, to prevent storm water contamination, such as, but not limited to, silt fences, tarps for rain covers, and drain covers.
- j. Approved best practices are available from the Boeing Onsite Activity Representative. Contact your Boeing Onsite Activity Representative for additional requirements on the Boeing site, at which you are performing your work.

6.0 Site-Specific Requirements

Contact your Boeing Onsite activity Representative for additional requirements on the Boeing site at which you are performing your work.

Service Provider Manual F70115 NEW (01 JAN 2005) CSNW-RMS004397

The Boeing Company P.O. Box 3707 M/C 7A-UR Seattle, WA 98124-2207

•

Memorandum of Understanding Between Coast Community College District and Habitat for Humanity of Orange County

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between HABITAT FOR HUMANITY OF ORANGE COUNTY, a California nonprofit public benefit corporation ("Habitat") and COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("District").

RECITALS

- A. Habitat for Humanity of Orange County ("Habitat") is a nonprofit, ecumenical Christian housing ministry, which mission is constructing ownership homes for low income families in Orange County. It also operates Habitat for Humanity ReStores ("ReStore"), which sell new or gently used items to raise funds to support its mission. One source of goods for ReStore sales is through the efforts of our Deconstruction group, which physically removes salable items from residential homes and commercial buildings to sell in the ReStores.
- B. Coast Community College District ("District") is a public educational agency in Orange County.
- C. The District has fixtures and other items it seeks to have removed and hauled from its 1535, 1537-1545 Monrovia sites ("Sites") in Newport Beach. The District desires to donate the fixtures removed and hauled from the Site by Habitat for sale in Habitat's ReStores; Habitat desires to remove, haul and sell these donated materials in the Restores.
- D. This agreement between the District and Habitat is intended by both parties to be both mutually beneficial and complementary to each other.

THE PARTIES now agree as follows:

- 1. Term of the MOU. The term of this MOU shall be for a term limited to the time of removal and haul away of the fixtures at the Site. It anticipated that Habitat's Deconstruction team will start removing the fixtures on April 8, 2010, and complete the work on April 23, 2010. The purpose of this MOU is to cover this one-time event.
- 2. **Effective Date.** This MOU will be in effect as of the date it is fully completed and executed by both parties.
- 3. **Indemnification and Hold Harmless.** Each party agrees to indemnify, defend and hold harmless the other party from any loss, damage, or injury to persons or property arising from or related to the performance of this MOU incurred as a result of the negligence of the other, its agents or employees.
- 4. **Insurance.** Both Habitat and the District shall obtain and maintain in force at all times during the term of this MOU, public liability, automobile bodily injury and property damage liability insurance, in limits of no less than one million dollars (\$1,000,000.00) per accident or per occurrence, and shall provide valid evidence of same to the other party.

- 5. Warranties and Representations of the Parties. Both Habitat and the District have the full rights, capacity, power and authority to enter into and carry out the terms of this MOU without the participation of any other person or entity. Both parties also represent and warrant this MOU does not violate any provision of any material agreement or document to which either Habitat or the District is a party or to which either party is bound.
- 6. Roles and Responsibilities of the Parties. This MOU is intended to clarify roles of each party. The roles and responsibilities of the Parties are the following:
- 6.1 Role and Responsibilities of the District. The role of the District will be to contact Habitat to advise Habitat when it may begin removing the fixtures and other property, as well as to permit Habitat access to remove and take these items from the Site, on the dates indicated on page one, consistent with this Agreement. Any use of the Habitat logo and materials displaying the Habitat logo will require the prior approval of Habitat.
- 6.2 Role and Responsibilities of Habitat. The role of Habitat will be to work with the District to schedule the removal and taking of the fixtures. Removal is to be completed in a workmanlike manner.

7. Process of Handling of Donations.

- 7.1 **Type of Goods To be Removed.** Habitat will remove items designated by the District that may or may not generally include, and is not limited to the following: cabinetry (actual, physical removal from site of original installation at the Site), desks, water heater, forced air unit, air conditioning unit, and file cabinets. Any questions regarding removal of items, including timing and content of same are to be referred to Habitat for Humanity of Orange County, Inc., Deconstruction Manager, Martin Guisar at (714) 434-6200, x500 (Office); (714) 497-5164 (Cell).
- 7.2 **Response by Habitat.** Habitat will respond to inquiries relevant to this project and will respond in a timely manner, returning phone calls within one business day. This transaction will be conducted in a professional manner. Habitat will provide documentation requested by the District, to include that of insurance.
- 8. **Maintenance of Records.** Habitat will maintain the usual and appropriate records of this particular transaction with the District.
- 9. **Default or Breach.** If either party defaults in the performance of any term or condition of this MOU, defaulting party must cure that default by a satisfactory performance within thirty (30) days after service on said party of a written notice of default. If defaulting party fails to cure the default within that time, the non-defaulting party shall have the right to terminate this contract by written notice to the defaulting party.
- 10. Communication and Notices Between Parties. If to the District, notices and other communication shall be sent to Coastline Community College, Director of Maintenance and Operations, Dave Cant, (address) 11460 Warner Avenue, Fountain Valley, CA 92708. If to Habitat, notices shall be sent to Executive Director, 2200 S. Ritchey St., Santa Ana, CA 92705.

- 11. Cancellation. If either party becomes dissatisfied with the performance of the other party under this MOU, then either party may terminate this contract by giving written notice to the other party. Termination would be effective 10 days after receipt of notice.
- 12. **Modification.** No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by both parties hereto. Any such modification shall take effect thirty (30) days after the execution of the parties.
- 13. **Dispute Resolution.** Any conflicts arising will be handled in the simplest manner possible by the party most appropriate to handle the situation. If such efforts do not resolve the matter, the matter must be submitted to mediation prior to any initiation of suit, per paragraph 14.
- 14. Attorney Fees. In the event that either party hereto institutes any action or proceeding to enforce the provisions of this MOU, the prevailing party shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorney's fees and costs for services rendered to the prevailing party. If, for any dispute or claim to which this provision applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to participate in same after a request had been made, then that party shall not be able to recover attorney fees, even if otherwise they would so be entitled.
- 15. Compliance With All Laws and Regulations. Both parties shall comply with all Federal, State and Local laws, regulations, ordinances and statutes.
- 16. **Governing Law.** The validity of this MOU and each of its terms and provisions, as well as the rights and duties of the parties under this MOU, shall be construed pursuant to and in accordance with the law of the State of California.
- 17. Assignment and Assumption. Neither party may assign this MOU or any monies due to or to become due under it to any other person or entity.
- 18. Severability Clause. If any term, provision, covenant or conditions of this MOU, or any Addendum(s) are found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 19. Entire Agreement. This MOU constitutes the entire understanding and agreement of the parties. This MOU integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the Parties concerning any or all of the subject matter of this MOU.
- 20. **Counterparts.** This MOU may be executed in any number of counterparts, each of which when executed and delivered to both parties will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

HABITAT FOR HUMANITY OF ORANGE COUNTY, INC., a California nonprofit public benefit corporation	Dated:	
Ву:		•
Print Name:		
Title:		
COAST COMMUNITY COLLEGE DISTRICT, a public educational agency	Dated:	
By:	•	
Print Name:		
Title		

AMENDMENT NUMBER ONE

TO

CONTRACT 16-NEG2-10

This Amendment Number, hereinafter referred to as "AMENDMENT ONE" is entered into this _______ day of _______ 2010, which date is enumerated for purposes of reference only, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Coast Community College District/Coastline College hereinafter referred to as "CONTRACTOR", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES", to amend that certain Agreement between the parties commencing July 1, 2009, pertaining to the provision of Workforce Investment Act services, hereinafter referred to as "the Act."

WITNESSETH

WHEREAS, the COUNTY entered into Agreement 16-NEG2-10, hereinafter referred to as "ORIGINAL CONTRACT," with the CONTRACTOR so that the CONTRACTOR is to perform job placement and retraining services for dislocated workers from the mortgage and finance industry for an original term of July 1, 2009 and set to terminate on December 31, 2009;

WHEREAS, the PARTIES desire to further extend the term of the CONTRACT to September 30th, 2010, according to the additional terms and conditions as determined by the California State Employment Development Department under the National Emergency Grant (NEG) Mortgage program;

NOW THEREFORE, the PARTIES hereby agree to the following modifications to the ORIGINAL CONTRACT:

- I. Exhibit C-1 replaces Exhibit C in its entirety;
- II. Exhibit D-1 replaces Exhibit D in its entirety;
- III. Paragraph No. 1 "Term," shall be amended to extend the term of the contract until September 30th, 2010. Paragraph No. 1 will read, as amended in its entirety, as follows:

County of Orange

TERM

1. The term of the Agreement shall commence on <u>July 1, 2009</u> and terminate on <u>September 30th, 2010</u>, subject to the provisions of Section 16, 39, and 41 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and DIRECTOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY'S maximum obligation as stated in Subparagraph 19 of this Agreement does not increase as a result and all other terms and conditions of this Agreement remain the same.

SIGNATURE PAGE TO FOLLOW

County of Orange

1	IN WITNESS WHEREOF, the part	ties hereto certify that they have read and understand all
2	the terms and conditions contained herei	in and have hereby caused this AMENDMENT THREE to
3	the Agreement to be executed this	day of 2010.
4		
5		
		COAST COMMUNITY COLLEGE DISTRICT*
6		Ву:
7		Title:
8	APPROVED AS TO FORM:	Dated:
9	COUNTY COUNSEL	
10	County of Orange	By:
11	Dated:	Title:
Ì	Ву:	Dated:
12	Deputy	:
13		
14		COUNTY OF ORANGE, a political subdivision
15		of the State of California
16		D
17		By:
18		Steve Franks, Director, Orange County
		Community Resources
19		Dated:
20		·
21		
22		
23	For Contractors/Vendors that are a corporat	ion. Signature requirements are as follows:
24	1) One signature by the Chairman of the Board, the And	
25		Secretary, the Chief Financial Officer or an Assistant Treasurer.
26	For Contractors/Vendors that are not a corpor to a CONTRACT must sign on one of the lines ab	ration, the person who has authority to bind the Contractor/Vendor pove.
27		
28	County of Orange	CONTRACT 16-NEG2-10

Coast Community College District WIA PERFORMANCE National Emergency Grant - Mortgage Assistance II

Cumulative

I: WIA ENROLUMENTS :	07/01/09	10/01/09 - 12/31/09	.01/01/10 	04/01/10 	07/01/10 - 09/30/10
A. New Enrollments	80	117	171	176	176

IL PROGRAM SERVICES COMPONENTS	07/01/09 - 09/30/09	三十三 万00		7.5	
A. Core Self Services	80	117	171	176	176
B. Registered Core Enrollments	80	117	171	176	176
C. Intensive Enrollments	60	88	128	132	132
D. Training Enrollments: Individual Training Account (ITA) and non ITA	25	37	53	55	55
E. Training Enrollments: On the Job (OJT)	0	0	_ 0	0	0

INITIA QUARTERLY EXIT PERFORMANCE	07/01/09	第二条条	1.00 S		
A. Total Exits	0	60	83	176	176
B. Entry into Unsubsidized Employment ₁ B=(A)*(0.90%) Q1 after exit	0	54	75	158	158
C. Retention in Unsubsidized Employment at six months ₂ C=B*(0.93%) Q2 and Q3 after exit	0	50	70	147	147
D. Average Earnings in six months ₃ (\$16,000)					_

- 1 The Performance Standard for this measure is 90% of participants who exit must be placed in the 1st quarter after exit.
- 2 The Performance Standard for this measure is 93% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.
- 3 The Performance Standard of this measure is \$16,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings)

Attainment of recognized credential relating to achievement of educational or occupational skills 1	72%	72%
(72%) Q3 after exit		

¹ The Performance Standard for this measure is 72% of participants who exit and who received training services must receive a credential in the third quarter after exit.

IV. PERFORMANCE MEASURES		
	Dislocated Worker	
Entered Employment	90%	
Retention	93%	

Final 01/20/2010

Average Earnings	\$16,000
Credential/Certificate Rate	72%

V. TIME PERIODS FOR REPORTING PERFO	RMANCEINFORMATION			
Reporting Item	Time Period (Exit Cohort) to be Reported			
Total Participants	07/01/09 to 06/30/10			
Total Exiters	04/01/09 to 03/31/10			
Dislocated Wor	ker Performance Measures			
Entered Employment Rate	10/01/08 to 09/30/09			
Employment Retention Rate	04/01/08 to 03/31/09			
Average Earnings	04/01/08 to 03/31/09			

Credential/Certificate Rate	10/01/08 to 09/30/09

Description of Adult Common Measures (TEGL 17-05)

Entered Employment

Of those who are not employed at date of participation:

of participants who are employed in the first quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Employment Retention

Of those who are employed in the first quarter after the exit quarter:

of participants who are employed in both the second and the third quarters after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Average Earnings

Of those who are employed in the first, second, and third quarters after the exit quarter:

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter DIVIDED BY

of participants who exit during the quarter

NATIONAL EMERGENCY GRANT (NEG) BUDGET Coast Community College District/One Stop Center - North FY 09/10

Line Item	Total
A. Staff Salaries	\$190,502.93
B. Staff Fring Benefits	\$57,290.22
C. Staff Travel	\$3,500.00
D. Operating Expenses	\$126,722.29
(Communications, facilities, utilities	
maintenance, consumable supplies,	
audit, etc.)	
E. Furniture and Equipment	
Purchase (unit cost is less	
than \$5,000 and useful life is	
less than one year.)	
2 Purchase (unit cost is more	
than \$5,000 and useful life is	
more than one year.) Complete	
Supplemental Budget Form	
3 Lease	
F. Consumable Testing and	
Instructional Materials	·
G. Training Cost - ITA	
G. Training Cost	
H. On-the-Job Training	
Participant Wages and Fringe	
Benefits	
J. Participant Supportive Services	\$8,907.57
K. Indirect Costs/Administrative Costs	\$11,474.00
Total Budget	398,397

Coastline Community College District PY 09-10 EXPENDITURE PLAN

16-NEG2-10

COST CATEGORIES

PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Operations Expenses
- 4 Travel Mileage
 Direct Client Related Activities:
- 5 Participant Supportive Services

ADMINISTRATION

6 Other: Indirect

GRAND TOTAL

Qt 1	Qt 2	Qt 3	Qt 4	Qt 5	Total
7/1/09-	10/1/09-	1/1/10-	4/1/10-	7/1/10-	
9/30/09	12/31/09	3/31/10	6/30/10	9/30/10	
\$37,726.35	\$39,443.07	\$37,777.84	\$37,777.84	\$37,777.84	\$190,502.93
\$13,207.19	\$16,803.84	\$9,093.06	\$9,093.06	\$9,093.06	\$57,290.22
\$18,672.10	\$42,638.20	\$21,804.00	\$21,804.00	\$21,804.00	\$126,722.29
\$847.46	\$1,151.53	\$500.34	\$500.34	\$500.34	\$3,500.00
\$755.54	\$652.04	\$2,500.00	\$2,500.00	\$2,500.00	\$8,907.57
\$2,848.35	\$4,027.54	\$1,532.70	\$1,532.70	\$1,532.70	\$11,474.00
\$74,056.99	\$104,716.22	\$73,207.93	\$73,207.93	\$73,207.93	\$398,397.00

MEMORANDUM OF UNDERSTANDING BETWEEN

COMMANDING OFFICER, WILLIAM BEAUMONT WARRIOR TRANSITION BATTALION

AND

COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE)

PART I GENERAL

A. Participants: Signature parties to this agreement are the Installation Commanding Officer (CO) and Coast Community College District (Coastline Community College) the Academic Institution (AI) operating as a national test center for College-Level Examination Program® (CLEP® eCBT), Internet-based DSST®, and Excelsior College® Examinations (ECE CBT) testing programs.

B. Authority:

- 1. DoD Directive 1322.8
- 2. DoD Instruction 1322.25
- 3. College Board Contract N00189-07-D-Z047
- 4. Prometric Contract N00189-09-D-Z070
- 5. Excelsior College Contract N00140-07-D-0002
- C. Purpose: The purpose of this Memorandum of Understanding (MOU) is to provide guidelines for acquiring CLEP eCBT, iBT DSST, and ECE CBT testing services on or near military installations from a National test center (college or university). A national test center operates under:
 - 1. For the CLEP eCBT testing program, a Technology-Based Testing Center Management and Administration Agreement (hereinafter referred to as "Test Center Agreement") between Educational Testing Service (ETS), who is an authorized vendor of the College Entrance Examination Board (hereinafter called the College Board)
 - 2. For the iBT DSST testing program, a Letter of Agreement with Prometric, who holds the trademark for the DSST® examinations.
 - 3. For the ECE CBT testing program, a Letter of Agreement with Pearson VUE, which is the exclusive vendor for administration of ECE CBT

PART II SCOPE OF AGREEMENT

A. DEFINITIONS:

- 1. The words "Academic Institution" abbreviated AI, mean a regionally accredited college or university, or a college or university that is a candidate for regional accreditation status as required by The College Board, Prometric, and Excelsior College. The college or university operates as a National test center under a "Test Center Agreement" with ETS, a Letter of Agreement with Prometric, and a Letter of Agreement with Pearson VUE.
- 2. The College-Level Examination Program (CLEP) computer-based testing program referred to as "CLEP eCBT" is comprised of 35 computer-based tests. The College Board holds all ownership and proprietary rights, including, but not limited to, copyright, trade secret, trademark, service mark, and patent rights in the test items, and that ETS holds all ownership and proprietary rights, including but not limited to, copyright, trade secret, trademark, service mark, and patent rights in the ETS eCBT application System, the Test Center Handbook, and any other software, manuals, documentation, secure test administration or operational procedures.
- 3. The Internet-based DSST® testing program is comprised of 36 test titles (excluding the "Principles of Public Speaking" test) delivered through an Internet-Based delivery system. Prometric holds all ownership and propriety rights, including, but not limited to copyright, trade secret, trademark, service mark, and patent rights to the test items.
- 4. The Computer-based Excelsior College® Examinations program is comprised of $\underline{46}$ test titles. Excelsior College holds all ownership and proprietary rights, including, but not limited to, copyright, trade secret, trademark, service mark, patent and intellectual property rights in the test items that comprise these exams. Excelsior College contracts exclusively with Pearson VUE to provide computer based testing services for the Excelsior College Examinations battery.

- 5. The words "Commanding Officer", abbreviated as CO, mean the Commanding Officer of the installation or his or her designated representative.
- 6. The words "Education Service Officer", abbreviated ESO or "Education Services Specialist", abbreviated ESS, refer to the individual assigned the managerial responsibility for the Service's Voluntary Education Program on the installation.
- 7. The words "Test Fee" mean the current commercial off-the-shelf CLEP eCBT and iBT DSST test fees established by The College Board and Prometric, respectively.
- 8. The words "Administration Fee" mean a standard fee paid by DANTES under contract with The College Board, Prometric, and with Excelsior College for administration of CLEP eCBT, iBT DSST, and ECE CBT tests, respectively by a National test center operating under an MOU on or near a military installation, to eligible DANTES-funded military and DANTES-funded civilian examinees.
- 9. The words "Service Fee" mean a fee charged by the AI as consideration for providing CLEP eCBT, iBT DSST, or ECE CBT services to unfunded civilian examinees (those who pay their own fees). The AI may require each unfunded civilian examinee registering to take a CLEP eCBT, iBT DSST, or ECE CBT test to pay a nonrefundable Service Fee to be collected separately, as recommended by the College Board and Prometric. The AI, in lieu of any honorarium payments from the College Board or Prometric, will retain this Service Fee.
- 10. The words "Restricted Test Center" refer to a National Test Center operating under an MOU with a military installation to provide CLEP eCBT, iBT DSST, and ECE CBT testing services to the following categories of examinees:
 - a) military personnel (active and reserve);
 - b) DANTES-funded eligible civilian employees and spouses of participating Reserve Component and Coast Guard personnel if testing at a Reserve Component or Coast Guard installation;
 - c) DANTES-funded Department of Defense Acquisition civilian employees;
 - d) adult family members of military and DoD employees;
 - e) other civilians enrolled in the on-based voluntary

education program; and,
f) in the overseas environment, those others authorized under the Status of Forces Agreement.

Except for examinees in category a), b) and c), all others are tested on a space-available basis according to Service policies.

- B. RESPONSIBILITIES OF THE AI AS A NATIONAL TEST CENTER ON OR NEAR A MILITARY INSTALLATION:
 - 1. Be a member of Servicemembers Opportunity Colleges (SOC) with an established policy for acceptance of CLEP and DSST examinations. The AI credit-by-examination policy needs to identify minimum passing score requirements for individual CLEP and DSST exams with corresponding course requirements.
 - 2. Comply with all terms and conditions of the "Test Center Agreement" and "CLEP Addendum" between the AI and ETS for the administration of CLEP eCBT examinations and with the Letter of Agreement and DSST Internet Based Test Administration Guide with Prometric for the administration of the iBT DSSTs.
 - 3. Provide required resources for administering CLEP eCBT, iBT DSST, and ECE CBT examinations as described in the "Test Center Agreement" and the DSST Internet Based Test Administration Guide, respectively, to include computer equipment, commercial Internet service, technical support, and test administrator support.
 - 4. Meet all operating guidelines and requirements as specified in the CLEP Test Center Handbook, DSST Internet Based Test Administration Guide, and the Pearson VUE Excelsior College Military Funded Program Client Guide all of which shall be controlling over any terms of this MOU.
 - 5. The AI's primary mission as a National test center is to provide CLEP eCBT, iBT DSST, and ECE CBT testing services to DANTES-funded military and civilian examinees and, on a space-available basis, to all other examinees.
 - 6. For eligible DANTES-funded military and civilian examinees, agree to accept a standard test administration fee of \$20 per test paid by DANTES to The College Board and Prometric. The College Board and Prometric will issue

checks to the AI for the total number of administered CLEP eCBT and iBT DSST tests, respectively, to eligible DANTES-funded examinees.

- 7. For unfunded civilian testing, the AI may elect to charge a service fee to compensate the AI for its efforts to provide and maintain a test center. This non-refundable advance service fee should not exceed \$20 per test from each prospective civilian examinee.
- 8. The AI agrees to provide the on-base Education Center with a copy of all <u>DANTES-funded</u> CLEP eCBT test results for military personnel and a consolidated daily attendance/testing report for scheduled test dates. The AI also agrees to provide a copy of CLEP eCBT test results to all examinees upon completion of exam, with the exception of the English Composition with Essay examination.
- 9. For the iBT DSSTs, the AI agrees to provide the on-based Education Center with a copy of all DANTES-funded iBT DSST test results for military personnel.
- 10. For ECE CBTs, the AI agrees to provide the on-base Education Center with a copy of all DANTES-funded ECE CBT multiple choice test results for military personnel. Excelsior College will mail candidate results for funded extended response and mixed response exams to the on-base Education Center after posting the exam grade received from the rater.
- 11. The AI agrees to notify the ESO or DANTES Test Control Officer, ETS, and The College Board within 24 hours of any test compromise or security breach involving the CLEP eCBT program. For the iBT DSST program, the AI agrees to notify the ESO or DANTES Test Control Officer, and Prometric within 24 hours of any test compromise or security breach.

C. EDUCATION SERVICES OFFICER'S RESPONSIBILITIES:

1. Based on an historical review of the CLEP and DSST testing volumes (military and civilian) for the past three years, discuss with interested AI(s) their willingness to deliver CLEP eCBT, iBT DSST, and ECE CBT testing services to meet the testing volume requirements.

- 2. Evaluate AI proposals for meeting CLEP eCBT, iBT DSST, and ECE CBT testing requirements and identify the most cost-effective and efficient proposal. Factors to consider are responsiveness to the installations testing schedule requirements, administrative personnel support, responsiveness of technical support, number of testing workstations, and other relevant factors.
- 3. If the NTC is located on base, provide for a conducive testing environment as described in the DANTES Examination Program Handbook, Part I to include adequate electrical power and space to house and secure the AI's computer equipment.
- 4. Provide repairs as required to maintain the space housing the CLEP eCBT, iBT DSST, and ECE CBT testing facility. All telecommunication requirements will be at the arrangement and expense of the AI. The ESO should confirm with the installation Information Technology personnel that this arrangement poses no security risk to the military infrastructure.
- 5. The ESO and education center staff will provide counseling services to support CLEP eCBT, iBT DSST, and ECE CBT testing and refer examinees to the AI for testing. To minimize the impact of "no-shows" for testing, the ESO will develop procedures in cooperation with the AI to monitor and if necessary, address issues if the "no-show" rate becomes excessive.
- 6. The ESO shall assist in publicizing the AI CLEP eCBT, iBT DSST, and ECE CBT testing program/schedule using all available local media/information sources.
- 7. The ESO will monitor the AI's performance to ensure the AI meets the MOU requirements.
- 8. Based on notification by the AI of a potential test compromise involving DANTES-funded military or civilian examinees, the ESO will notify DANTES immediately as specified in the DANTES Examination Program Handbook.
- 9. Before DANTES-funded CLEP eCBT, iBT DSST, and ECE CBT testing is authorized to commence under the MOU, the ESO must:

- a. Provide DANTES Code 20A with an electronic copy of the executed MOU with the AI and CO.
- b. Ensure that the DANTES TCO has returned all CLEP paper-based examinations, all DSST paper-based examinations (except for the "Principles of Public Speaking") to Prometric, has returned all ECE paper-based examinations to Excelsior College, and has provided DANTES Code 20A with a copy of the DANTES Document Receipt Form(s) which accompanied the returned tests to Prometric. These tests must be returned using either FEDEX or UPS within 21 business days of IBT activation. If the test center is activated in less than 21 days, the books must be returned immediately. All ECE paper-based examination booklets must be received and verified before Excelsior College will authorize CBT activation.
- c. Provide a list of all scheduled paper and pencil candidates to the AI for online testing.

D. DANTES RESPONSIBILITIES:

- 1. DANTES agrees to provide funding for the CLEP eCBT, iBT DSST, and ECE CBT test fees for eligible military and civilian examinees and for the CLEP eCBT, iBT DSST, and ECE CBT administration fees under the terms of the contracts between DANTES and The College Board and Prometric, respectively.
- 2. Through the DANTES Score Reporting System (SRS), DANTES will capture CLEP eCBT, iBT DSST, and ECE CBT test results for all DANTES-funded CLEP eCBT, iBT DSST, and ECE CBT administrations and will report these test results for military personnel to their respective Service transcript and counseling systems.
- 3. DANTES will provide guidance and assistance with implementing the base-sponsored National test center initiative and provide managerial oversight for assessing the effectiveness of this initiative.
- 4. DANTES will coordinate the investigation of any test compromise involving DANTES-funded military or civilian examinees and work with all parties (military, AI, College

Board, ETS, Prometric, Excelsior College) to ensure timely resolution.

E. TERMINATION OF THIS MOU:

- 1. The terms of this MOU will extend from the effective date hereof until terminated by either signature party by 30 (thirty) days advance written notice.
- 2. The ESO will notify DANTES and provide a copy of the termination notice to DANTES Code 20A.
- 3. In the event of any unauthorized disclosure of CLEP, DSST, or ECE secure testing materials, or any other breach by the AI of ETS's or Prometric test security procedures, the CO retains the right to immediately terminate the MOU with the AI.

IN WITNESS WHEREOF, the parties, hereby intending to be legally bound, have caused this MOU to be executed by their duly authorized representatives.

Commanding Officer	Academic Institution
By: Teta D. wons	_ву:
(signature)	(signature)
Name: PETER H.EVANS (printed)	Name:
Title: LTC, FA COMMANDING	Title: President, Board of Trustees
Date: 3 March 2010	_Date:

EDUCATIONAL TESTING SERVICE



INSTITUTION TEST CENTER CODE______ TECHNOLOGY-BASED TESTING CENTER MANAGEMENT AND ADMINISTRATION AGREEMENT

THIS AGREEMENT, effective April 8, 2010 is by and between EDUCATIONAL TESTING SERVICE ("ETS"), a nonprofit, non-stock corporation organized and existing under the Education Law of the State of New York, with principal offices located at Rosedale and Carter Roads, Princeton, NJ 08541, and COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College), ("Organization"), a public educational agency, with its principal location at 1370 Adams Avenue, Costa Mesa, CA 92626.

WITNESSETH:

WHEREAS, ETS has developed technology-based versions of certain ETS-owned and ETS client-owned Tests, which are designed to be administered to Test takers on or through the use of computers; and;

WHEREAS, ETS has also developed applications that facilitate the administration of technology-based versions of Tests; and

WHEREAS, ETS offers a series of Test administrations to Test takers at various locations; and

WHEREAS, Organization is willing and able to become a Test administration site and perform Test administrations consistent with ETS requirements and guidelines; and

WHEREAS, ETS is willing and able to approve Organization as a Test Center;

NOW THEREFORE, ETS and Organization agree as follows:

- 1. <u>Definitions:</u>
- 1.1 ADA: The Americans with Disabilities Act of 1990, a United States federal statute.
- 1.2 Call Center: The customer service center for use by Test takers and Organizations to order materials and transcripts and to obtain general Testing information.
- 1.3 Organization: Any entity approved by ETS as a Test Center.
- 1.4 PC: Personal Computer
- 1.5 TCA: Test Center Administrator
- 1.6 Test(s): Any ETS-owned or ETS client-owned Test that is administered to Test takers.
- 1.7 Test Administration Handbook (also "Handbook"): ETS's handbook (paper or electronic) describing policies, procedures, and practices required when administering Tests.
- Test Center: The secure physical site/room or rooms selected by Organization and ETS, which is/are distraction-free environments appropriate for Test taking, at an administration site where ETS-owned or ETS client-owned Tests are administered to Test takers.
- 1.9 Third Party Providers: Any organizations selected by ETS as its subcontractors in the performance of Test administration responsibilities with Organization.
- 1.10 Internet: A distributed network of computers or computer networks.
- 1.11 Intellectual Property Rights: Any and all of the following subsisting in any country or international organization: (i) letters patent and applications therefore, including but not limited to continuations, continuations-in-part, divisionals, reissues, substitutions, re-examinations, and any equivalents of the foregoing; (ii) registered and unregistered copyrights, applications therefore, and extensions thereof; (iii) trade secrets; and (iv) know how and confidential information.

2. <u>Documents:</u> The entire Agreement between ETS and Organization will consist of this Technology-Based Testing Center Management and Administration Agreement, any Addenda, Schedules, and/or Attachments appropriate to specific ETS Testing programs for which Organization may establish a Test Center hereunder, the Test Administration Handbook that ETS will provide and require that Organization adhere to during its performance hereunder, and Exhibits such as equipment specifications, fee schedules, trademarks, and Tests. Each of the foregoing is hereby incorporated into this Agreement by reference.

3. Organization's Responsibilities:

3.1 Facilities, Equipment, and Supplies:

Organization agrees to administer Tests in accordance with policies, procedures, and practices provided by ETS. The Test Center will be convenient for Test takers to access during Testing sessions. When in use as a Test Center, no other activity will take place in the areas designated as the Test Center.

The Test Center, any Testing space, bathroom facilities, and building accessibility will conform to the standards set forth in the ADA, as well as state and municipal codes, if applicable. Organization agrees to provide a secure, locked area under the sole control of the TCA for storage of Tests and ancillary materials and to take all possible precautions to protect the security of all Tests and ancillary materials provided by ETS, which includes but is not limited to CD-ROMs, Handbooks, and test administration materials and forms.

Testing PCs are required to meet the minimum specifications for the program Test being administered. Organization will provide all other materials and supplies used at the Test Center such as printer paper and laser cartridges.

3.2 Staffing and Support:

Organization agrees to provide trained staff persons, proctors, and TCAs or their designees to coordinate arrangements for and operation of Testing sessions including, but not limited to, the receipt, storage, and return of Testing materials and the supervision of all Testing sessions in accordance with the specifications, instructions, policies, procedures, and practices in the Handbook. For any Test takers who are not affiliated with Organization, Organization agrees to provide access to on-site parking reasonably convenient to the Test Center for such Test takers on the date of their scheduled examination.

3.3 Scheduling Test Administrations:

Organization agrees to follow registration and scheduling procedures as described in the Test Administration Handbook and to schedule Test administrations on weekdays, weekends, and/or evenings in accordance with the Handbook.

3.4 Technical Support/Data/Communications Link/Transmissions:

Organization will make local technical support available to ETS and the TCA as needed. Organization will also obtain and maintain (including paying all costs) an Internet service connection for data transfer, Internet services as required by Testing programs, and a valid e-mail address for communications. Organization will transmit back to ETS all Test taker data files, supervisor reports and other Test related files, via a secure data/communications link to ETS as required by the Handbook or as otherwise approved by ETS.

3.5 Return of Forms and Test Fees to ETS:

As applicable, following each administration, Organization will promptly return forms and fees, to ETS. Procedures to do this are in the Test Administration Handbook and the program-specific Addendum attached hereto.

3.6 Prohibition Against Software Modifications:

Organization agrees to comply with all Test Administration Handbook instructions when installing software provided by ETS and understands that it is prohibited from making modifications to such software.

4. ETS Responsibilities:

4.1 Software and Documentation:

ETS will provide all necessary software, periodic software updates, and related documentation at no cost to Organization. Such documentation includes instructions for installation and use of ETS provided software and related staff responsibilities during Testing sessions.

4.2 Technical Support:

The details of technical support may vary from Testing program to Testing program and are described in the Test Administration Handbook and the program-specific Addendum.

4.3 Test Administration Handbook:

Each Test Center will receive a Test Administration Handbook that describes all requirements, policies, procedures, and practices associated with the administration of Tests.

4.4 General Information/Content/Official Score Reporting:

ETS will provide a telephone number to Organization for its use in obtaining information on registration, Test content, and score reporting.

4.5 Third Party Providers:

Organization understands and agrees that ETS may provide service and/or equipment and software as described in this Agreement, through ETS-approved subcontractors.

Ownership: Organization acknowledges and agrees that ETS, or ETS's licensors, own all right, title and interest in and to the following materials, and all Intellectual Property Rights therein: the Tests; all software provided by ETS including manuals, documentation, and delivery media; secure test administration or operational procedures and all other methods or procedures for administering or delivering an assessment which have been provided to Organization to perform its responsibilities under this Agreement (hereinafter the "ETS-Owned Technologies and Materials"). Except for the limited license set forth in Section 6, nothing in this Agreement transfers, conveys or assigns to Organization any right, title or interest in or to the ETS-Owned Technologies and Materials, or any Intellectual Property Rights therein. Organization agrees that it will not reproduce, modify, distribute, disclose, or create derivative works based upon any of the ETS-owned, ETS client-owned, or third-party owned software licensed to ETS and all other materials. Organization also agrees that it will not reverse-engineer, de-compile, disassemble, or in any way attempt to create or obtain the source code of any software referred to in the Agreement or provided hereunder.

Organization understands and agrees that EDUCATIONAL TESTING SERVICE, ETS, and the ETS logo are registered trademarks of Educational Testing Service. Organization agrees not to use, reproduce, copy, or create materials bearing the ETS name or the ETS registered trademarks or logos, for promotional or other purposes, without prior written approval and review of such materials by the appropriate owner.

- 6. License: ETS grants to Organization a non-exclusive, revocable license to use the ETS-Owned Technologies and Materials, and the Intellectual Property Rights therein, in the administration of Tests in compliance with the Test Administration Handbook. The license in this Section 6 shall be non-transferable and may be sublicensed only with the prior written approval of ETS.
- 7. <u>Confidentiality:</u> Organization acknowledges and agrees that, in the course of Test administrations, certain information, which is proprietary and confidential to ETS, may be disclosed to Organization and its employees. Such proprietary and confidential information (the "ETS Proprietary and Confidential Information") shall include, but not be limited to, Test administration and delivery software, the Test and all individual Test questions, all data to be collected from Test takers, the identities of the Test takers, the internal ETS procedures for the secure administration of technology-based Tests and any other information identified by ETS to Organization, orally or in writing, as proprietary and confidential. In the event it is not

apparent whether information qualifies as ETS Proprietary and Confidential Information, Organization shall consider such information as qualifying as ETS proprietary and confidential information and should immediately seek a determination of that question from ETS.

Organization agrees that it will not disclose the ETS Proprietary and Confidential Information to any third party without ETS's prior written consent. When the ETS Proprietary and Confidential Information is not in use, Organization agrees to keep the Information in a secure, locked location.

Notwithstanding the foregoing, this provision shall not apply to otherwise confidential information subject to disclosure pursuant to federal or state law, including but not limited to the California Public Records Act or as required under California laws regarding open meetings for public entities (e.g. the Brown Act).

Organization agrees that it will take the same level of care and the same precautions to protect and maintain the security of the ETS Proprietary and Confidential Information as Organization takes to protect its own confidential and proprietary information, which in any event, shall not be less than a reasonable level of care. Organization also agrees that it will disclose the ETS Proprietary and Confidential Information only to employees of Organization with a "need to know" such information. Additionally, Organization agrees that it will require all such employees to sign a confidentiality agreement.

Organization agrees that it will use the ETS Proprietary and Confidential Information for the sole purpose of performing its responsibilities in connection with this Agreement. Upon termination of this Agreement, Organization agrees to remove all copies of ETS-owned, ETS client-owned, or third party licensed software provided to it by ETS from its machine-readable media and/or to uninstall all such electronic files. Further, Organization will, no longer than ten (10) business days following the date of termination, return all tangible copies of such software and other ETS Proprietary and Confidential Information to ETS or, as appropriate, certify in a notice to ETS, signed by an officer or other representative having legal authority to act for Organization, pursuant to the terms of Section 16.3 hereof, that all listed electronic files have been uninstalled, the date on which they were uninstalled, and by whom.

In order to insure the security of Test administrations, ETS reserves the right to visit and monitor, with or without notice. Test Center operations during scheduled Test administrations, including pre- and post-Testing periods.

- 8. <u>Term</u>: The term of this Agreement shall be from the date this agreement is executed by both parties until terminated in accordance with Section 9 below.
- 9. <u>Termination</u>: Either party may terminate this Agreement for convenience and without cause, upon ninety (90) days prior written notice to the other party. Upon the termination of this Agreement, Organization shall return to ETS, at ETS's expense, all property provided to it by ETS in accordance with this Agreement and ETS's instructions.
- 10. <u>Specification Changes/Upgrades:</u> Due to the dynamic nature of technology-based Testing, the parties agree to implement changes to facilities, equipment, Testing stations, communications links, software, security devices and procedures, etc. necessary to keep the Test Center fully functional, secure and compliant. To facilitate those changes, the parties agree to negotiate and execute any necessary documents including Amendments to this Agreement or revisions to any Addenda, Schedules, Exhibits, and Attachments in a timely and cooperative manner. Organization agrees that Testing PCs will meet ETS minimum requirements and recommended upgrades.
- 11. <u>Consideration</u>: Any consideration for Test Center establishment and associated services and activities is specific to individual Testing programs and is described in the applicable Addendum.

- 12. <u>Performance Warranty</u>: Organization warrants that all Test administrations conducted at its Test Center will conform in all material respects to any specifications, manuals, handbooks, instructions, policies, procedures, practices, and requirements supplied to it by ETS and will be free from material deviations of any kind. This warranty will survive any inspection, acceptance of Test scores and returned materials, or payment by ETS regarding Tests hereunder.
- 13. <u>Default and Cure of Breach</u>: In the event of default of any obligation under this Agreement that remains uncured fifteen (15) days after receipt of written notice, pursuant to the terms of Section 16.3 hereof, of such default, the non-defaulting party may terminate this Agreement. If this Agreement is terminated, all ETS Proprietary and Confidential Information and property, as described herein, shall immediately be returned by a secure method by Organization to ETS. ETS shall have no responsibility to Organization for the payment of any fees or honoraria related to Testing not already fully administered and completed prior to the termination, including the acceptance of test scores.
- 14. <u>Risk of Loss:</u> From and after the date of delivery to ETS or the date of acceptance by ETS, whichever is later, of all Test scores, returned materials, and returned ETS-provided property of whatever sort, ETS shall bear the entire risk of loss, theft, damage to, or destruction of such property. In no event will ETS be responsible for any such loss, damage, theft, destruction, or breach of trademarks, copyrights or patents prior to the latest of the said dates, or caused by Organization's failure to perform its responsibilities hereunder.
- 15. <u>Indemnification</u>: Organization will indemnify and hold ETS, its officers, employees, trustees, visitors, guests, subsidiaries, affiliates, clients, client's employees, successors and assigns, harmless from any and all loss, damage, injury, or liability arising directly or indirectly out of Organization's performance under this Agreement, including operation of equipment or vehicles, and acts of omission, commission, or negligence of Organization, its employees, visitors, contractors, or agents when engaged in Organization's operations under this Agreement.

ETS will indemnify and hold Organization, its officers, employees, trustees, visitors, guests, subsidiaries, affiliates, clients, client's employees, successors and assigns, harmless from any and all loss, damage, injury or liability arising directly or indirectly out of ETS's performance under this Agreement, including operation of equipment or vehicles, and acts of omission, commission, or negligence of ETS, its employees, visitors, contractors, or agents when engaged in ETS's operations under this Agreement.

16. Miscellaneous Provisions:

16.1 Assignment:

This Agreement cannot be assigned by either party without the prior written consent of the other party, which will not be unreasonably withheld.

16.2 Publicity/Use of Name and Logo:

- A. Organization is authorized to use ETS as a reference. However, any other use of ETS's name promotionally or otherwise in connection to Organization's business or the subject matter of this Agreement is prohibited without the prior written consent of ETS. Organization agrees to submit proofs of any promotional materials to the ETS Trademark Administrator for review and approval prior to going into production. ETS agrees to provide its approval or comments, within five (5) business days of receipt. If ETS does not provide a response within five business days, approval shall be deemed granted.
- B. Any use, including web site display, of ETS's clients' names and logos by Organization must have the prior written consent of the clients, obtained by ETS on behalf of its clients.
- C. This Agreement does not include a trademark license. Except as allowed by law for limited informational purposes, ETS grants no rights to use any of its trademarks or service marks, for any purpose, without the prior and explicit written permission of ETS. Under no circumstances does ETS grant the right to use its corporate logos or signature in connection with the products or services that are the subject matter of this Agreement or any related products or services.

D. Any violation of this Section 16.2 will be considered a material breach of this Agreement and grounds for its immediate termination in ETS's sole discretion and the payment of damages to ETS.

16.3 Notice:

Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or transmitted by facsimile machine or, three (3) days after mailing, registered or certified, postage prepaid, and addressed as follows or to such other address as a party shall designate:

IF TO ETS:

Educational Testing Service

Computer-Based Testing Production Services

Rosedale and Carter Roads

Mail Stop: 46-Z Princeton, NJ 08541

Attention: Test Center Management

With a copy to:

Educational Testing Service

Corporate Supplier Management Rosedale and Carter Roads

Mail Stop: 76-D

Princeton, NJ 08541-0001

Attention: T-BT Contract Manager

IF TO ORGANIZATION:

COAST COMMUNITY COLLEGE DISTRICT

1370 Adams Avenue Costa Mesa, CA 92626

Attention:

Vice Chancellor, Administrative Services

16.4 Force Majeure:

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of war or the common enemy, the elements, earthquakes, floods, fires, contagious diseases, epidemics, riots, failure or delay in transportation or communications, or any other act or failure to act by the other party or such other party's employees, agents, or contractors; provided, however, that lack of funds or work slowdowns or work stoppages by Organization's employees shall not be deemed to be reasons beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement.

16.5 Compliance With Laws:

Organization agrees that in performing its services under this Agreement, it will comply with all applicable laws, rules, and regulations now or hereafter in effect.

16.6 Waiver:

The failure of either party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions or any other provisions.

16.7 Arbitration

A. The parties will use their best efforts to settle any controversy arising out of their performance under this Agreement as rapidly as possible on a fair and equitable basis. Should such efforts be unsuccessful, any controversy or claims arising out of or relating to this Agreement, or the uncured breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of

the American Arbitration Association in Orange County, California, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

B. In any litigation or arbitration, the prevailing party shall be entitled to reasonable attorney's fees and all costs of proceedings incurred in enforcing this Agreement.

16.8 Survival After Expiration or Termination:

Notwithstanding the expiration or termination of this Agreement or any renewal period, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or termination shall survive including, without limiting the foregoing, the following sections:

- A. Ownership, Section 5
- B. Confidentiality, Section 7
- C. Performance Warranty, Section 12
- D. Indemnification, Section 15
- E. Publicity/Use of Name and Logo, Section 16.2
- F. Survival After Expiration or Termination, Section 16.8

16.9 Applicable Law and Venue:

This Agreement and performance hereunder shall be construed and enforced in accordance with the laws of the State of California. Any legal actions arising under this Agreement shall be instituted only in the courts of the State of California.

16.10 Severability:

If any section of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially invalid, illegal, or unenforceable for any reason, such condition shall not affect any other section of this Agreement.

16.11 Section Headings:

The heading appearing at the beginning of the several sections making up this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.

16.12 Remedies:

All rights conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

16.13 Limitation of Actions:

No arbitration, action, or other proceeding under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than two (2) years after a party's knowledge of a cause of action.

16.14 Successors and Assigns:

This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16.15 Amendments:

This Agreement may only be amended, changed, or modified in a writing signed by both parties.

16.16 Relationship of the Parties:

Each party is acting as an independent contractor and not as employee, agent, partner, or joint venturer with the other party for any purpose. Except as provided in this Agreement, neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

16.17 Prohibition on Gifts and Gratuities:

Organization warrants that it has not offered or given, and will not offer or give to any officer, trustee, employee, representative or family member of an ETS employee, officer, trustee or representative a payment, gratuity, personal service, entertainment, or gift, other than novelty advertising items of a nominal value (i.e., pens, pencils, calendars, writing pads, clipboards, cups). Legitimate business-related activities (i.e., site inspections, business symposiums, business meals and other Organization functions) are allowed. Any other offerings may be construed as the Organization's attempt to improperly influence decisions at ETS. Organization agrees that ETS may, by written notice to Organization, terminate this Agreement if ETS determines that Organization has violated this provision.

16.18 Non-Discrimination:

No person on grounds of race, color, ancestry, ethnic background, creed, religion, age, sex, national origin, sexual orientation, disability, marital status, veteran status or medical condition will be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination in the performance of work under this Agreement. ETS is obligated to comply with the ADA, as well as similar state legislation protecting disabled individuals. Therefore, Organization agrees to accommodate Test takers in accordance with ETS's directives pertaining to individual Test takers who may have disabilities.

16.19 ETS Ethics Hotline:

ETS has established a toll-free, confidential hotline for use by employees and Organizations to anonymously report alleged misconduct and/or suspected security violations. The phone number is **1-866-ETS-LINE** and it is available 24 hours a day, 7 days a week, 365 days a year. Should Organization have knowledge that any ETS employee failed to conduct him/herself in the utmost ethical and business-like manner, Organization should call the ETS Hotline to report such misconduct or violation.

16.20 Taxes:

Organization shall be responsible for all taxes that arise from its performance under this Agreement, except for any tax based on ETS's income, if applicable.

16.21 Insolvency:

Either party may terminate this Agreement if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

16.22 Revision of Terms:

ETS hereby reserves the right, prior to execution hereof, to make any revisions it deems necessary to any terms included herein or in any documents incorporated by reference herein, which make up the entire Agreement of the parties. ETS will notify Organization immediately of any such revisions.

17. Entire Agreement:

The parties agree that this Agreement constitutes the complete and exclusive statement of the understanding between them as to the specific subject matter hereof and that it supercedes and replaces all prior agreements or writings between the parties as to the specific subject matter hereof.

IN WITNESS WHEREOF, the parties, hereby intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives.

Educational Testing Service	<u>Organization</u>	
By:	Ву:	

(signature)	(signature	
Name: (printed)	Name:(printed)	
Title:	Title:	
Date:	Date:	

Return this document to:

Educational Testing Service Computer-Based Testing Production Services Rosedale and Carter Roads Mail Stop: 46-Z Princeton, NJ 08541

With a copy to:

Educational Testing Service Corporate Supplier Management Rosedale and Carter Roads Mail Stop: 76-D Princeton, NJ 08541-0001

Attention: Test Center Management Attention T-BT Contract Manager



Organization	Name:	COAST	COMM	UNITY	COLLEG	EDISTRICA
Organization	Test Ce	enter C	ode:			_

The College-Level Examination Program ("CLEP") Addendum

- 1. <u>General</u>: The purpose of this Addendum is to establish a Test Center at Organization or on a military installation as authorized by the U. S. Department of Defense (DoD), as applicable, for the conduct of CLEP administrations. ETS provides services in connection with CLEP on behalf of its client, The College Entrance Examination Board (College Board), which includes responsibility for examination administrations. Only in the event that Organization is willing and able to conduct such examination administrations at its facilities or on a military installation and ETS has approved Organization to do so will the provisions of this Addendum apply. In order to qualify as and establish an examination center at Organization or on a military installation for CLEP administrations, Organization is required to have a publicly available policy of credit-by-examination through CLEP and to be regionally accredited or a candidate for regional accreditation.
- 2. <u>Establishing a CLEP National Test Center:</u>
- 2.1 Organization agrees to:
- A. If Center is at Organization's site, maintain a Test Center for all Test takers, whether registered students of the Organization or not.
- B. If Center is at a military installation, maintain a Restricted Test Center. A Restricted Test Center is defined as a national test center at a military installation and providing CLEP eCBT testing services to the following list of examinees as determined by a designated representative of the DoD:
- Military personnel (Active Duty and Reserve component);
- ii. Defense Activity for Non-Traditional Education Support (DANTES) funded eligible civilian employees and spouses of participating Reserve component and Coast Guard personnel;
- iii. DANTES -- funded DoD Acquisition civilian employees;
- iv. Adult family members of military and DoD employees*;
- v. Other civilians enrolled in the on-base voluntary education program*; and,
- vi. Others authorized under the status of Force Agreement in the overseas environment*.
 - * Categories iv, v, and vi, are tested on a space-available basis.
- 2.2 Designate a member of its professional staff as Master Site Administrator (MSA).
- 2.3 Provide a secure, locked area under the sole control of the MSA for storage of CLEP Tests in any form and ancillary materials, including but not limited to software, CD-ROMs, Handbooks, and test administration materials and forms:
- 2.4 Take all possible precautions to protect the security of all Tests and ancillary materials furnished by ETS, administer the Tests in accordance with instructions and security procedures provided by ETS, and report all breaches of security to ETS within 24 hours;

Organization Name: COAST COMA	MUNITY COLLEGE DISTRICT
Organization Test Center Code:	

- 2.5 Provide optimal test conditions as described in the ETS eCBT Test Administrator's Handbook;
- 2.6 Provide proctors and an MSA to assist in CLEP administrations in accordance with the instructions in the ETS eCBT Test Administrator's Handbook;
- 2.7 On request, promptly submit to ETS or the College Board, Organization's current or future policy of credit-by-examination through CLEP, and communicate such policy to the MSA, proctors, administrators, and students;
- 2.8 Permit ETS and the College Board to make said policy available to the public; and,
- 2.9 Permit ETS and College Board staff to visit the Test Center with or without notice. ETS and the College Board shall from time to time be permitted access to the Test Center. Organization agrees not to permit access thereto to any ETS or College Board personnel except those so authorized and not to permit access by any other persons or Organizations not authorized to provide services in accordance with the terms of this Agreement. Organization agrees to provide ETS with written confirmation that these requirements have been met. All ETS and College Board staff must present valid employer-issued picture identification prior to admission to any such Test Center.
- 3. <u>Schedule of Test Administrations</u>: Under the testing arrangement, Organization will determine the timetable for CLEP Test administrations. All scheduling requirements and guidelines are described in detail in the ETS eCBT Test Administrator's Handbook. Test takers may not repeat the same Test within any six (6) month period unless unusual circumstances warrant waiving this limitation. In such a case, Organization receiving the score must provide a written request for a waiver to CLEP at ETS to release the Test taker score report.
- 4. <u>Responsibilities of Master Site Administrator (MSA)</u>: The MSA will be responsible for all CLEP Test administrations conducted at Organization. Specific responsibilities are as follows:
- 4.1 To receive all necessary testing materials and supplies, including the ETS eCBT Test Administrator's Handbook, from ETS and provide secure storage of such testing materials and supplies;
- 4.2 To register all Test takers and collect all fees in accordance with procedures and amounts described in the ETS eCBT Test Administrator's Handbook;
- 4.3 To administer CLEP Tests in strict accordance with the instructions described in the ETS eCBT Test Administrator's Handbook:
- 4.4 Following each CLEP Test administration, using procedures provided in the ETS eCBT Test Administrator's Handbook, to upload Test takers' data, send data to ETS, and return to ETS any checks or money orders received for Test fees, with the exception of the nonrefundable service fee, to CLEP at ETS in the envelope provided.
- 4.5 All CLEP scoring and reporting will be processed entirely by ETS, either at ETS or through its locally installed software for Technology-Based Testing (T-BT). The score report generated by the software for all CLEP examinations, except English Composition with Essay, must be printed by the MSA upon completion of the Test administration and given to the Test taker. It is the Test taker's only official score report.

Organization Name:	CAST CIMMUNIT	Y COLLEGE DISTRICT
Organization Test C		

- 5. <u>Technical Support</u>: Technical support, through direct telephone or e-mail contact, is available from 8:00 a.m. to 8:00 p.m. ET, Monday through Friday, with the exception of regularly scheduled business holidays. Prompt notice of any change in the hours of operation will be provided to Organization. Such support is for use by Test Center staff with questions regarding test administration policies and procedures, software, or problems for resolution.
- 6. Ownership: Organization acknowledges and agrees that the College Board holds all proprietary rights including, but not limited to copyright, trade secret, and patent in the Tests, all examination materials, and all data, including but not limited to all individually identifiable information collected under this Agreement and all examination materials. ETS holds all proprietary rights including, but not limited to copyright, trade secret, and patent in software, manuals, documentation, secure test administration or operational procedures, and other materials which were previously developed by ETS (collectively, the "ETS-Owned Technologies and Materials") and which will be provided to and/or used by Organization to perform its responsibilities hereunder. Organization further acknowledges and agrees that certain third parties hold the copyright, either separately or jointly, in the third-party owned software.

Organization acknowledges and agrees that, for the sole purpose of performing its responsibilities under this Agreement, and any other attachments thereto, no proprietary rights in such materials are granted to Organization except for the right to use the Tests, the ETS-Owned Technologies and Materials, and the third-party owned software, either separately or in conjunction with each other, as applicable. Organization agrees that it will not reproduce, modify, distribute, disclose, or create derivative works based upon any of the ETS-owned or College Board-owned software and other materials. Organization also agrees that it will not reverse-engineer, de-compile, disassemble, or in any way attempt to create the source code of any ETS or ETS client software.

Organization understands and agrees that EDUCATIONAL TESTING SERVICE, ETS, and the ETS logo are registered trademarks of Educational Testing Service. Additionally, Organization understands and agrees that the COLLEGE-LEVEL EXAMINATION PROGRAM, CLEP, and the CLEP logo are registered trademarks of the College Board. Organization agrees not to use, reproduce, copy, or create materials bearing the ETS or College Board name or the ETS or College Board registered trademarks or logos, for promotional or other purposes, without prior written approval and review of such materials by the appropriate owner.

7. <u>Confidentiality</u>: Organization acknowledges and agrees that, in the course of Test administrations, certain information, which is proprietary and confidential to the College Board, will be disclosed to Organization and its employees. For purposes of this Addendum, College Board Confidential Information shall include, but is not limited to, CLEP Tests and all items (questions) contained therein, including all copies thereof, all examination materials, and all data, including but not limited to all individually identifiable information collected under this Agreement, internal College Board procedures for the secure administration of Tests, and any other information identified by ETS or the College Board to Organization as proprietary and confidential.

Organization agrees that it will not disclose any College Board Confidential Information to any third party without the College Board's prior written consent. When such Confidential Information is not in use, Organization agrees to keep it in a secure, locked location.

Organization agrees that it will take the same level of care and the same precautions to protect and maintain the security of the College Board's Confidential Information as Organization takes to protect its own confidential and proprietary information. Organization also agrees that it will disclose the College

Organization Name: COAST COM	IMUNITY COLLEGE DISTRICT
Organization Test Center Code:	

Board Confidential Information only to employees of Organization with a "need to know" such information for purposes of performing its duties under this Agreement.

Organization agrees that it will use the College Board Confidential Information for the sole purpose of performing its responsibilities in connection with this Agreement. Upon termination of this Agreement, Organization agrees to return all College Board Confidential Information to ETS within ten (10) business days following the date of termination.

- 8. <u>Organization's Service Fee</u>: In the ETS eCBT Test Administrator's Handbook, the College Board recommends that Organization may wish to charge a service fee to compensate Organization for its efforts to provide and maintain a Test Center. Such service fee is in addition to the Test fee determined by the College Board. Under no circumstance is any service fee that may be charged by Organization to be construed as payment to any MSA or, as a result thereof, that any MSA is an employee of the College Board or ETS.
- 9. Relationship between the Parties: This Agreement does not create a partnership, joint venture, employment or other form of agency relationship between the parties. Further, neither Organization nor its staff will, because of performance specified in this Agreement, be deemed an agent or employee of the College Board or ETS.

IN WITNESS WHEREOF, the parties hereby intending to be legally bound, have caused this Addendum to be executed by their duly authorized representatives.

Educational Testing Service	Organization
By:(signature)	By:(signature
Name:(printed)	Name:(printed)
Title:	Title:
Date:	Date:

Return this document to:

Educational Testing Service Computer-Based Testing Production Services Rosedale and Carter Roads

Mail Stop: 46-Z Princeton, NJ 08541

Attention: Test Center Management

With a copy to:

Educational Testing Service Corporate Supplier Management Rosedale and Carter Roads

Mail Stop: 76-D

Princeton, NJ 08541-0001

Attention: T-BT Contract Manager



Prometric
1200 Lenox Drive
Lawrenceville, NJ 08648
Tel 609-895-5000 Fax 410-537-1429

March 8, 2010
Identification Codes: «SEE Exhibit B»

LETTER OF AGREEMENT

Coast Community College District c/o Mr. Shawn Mann, Manager Military Outreach Programs & Off-Campus Activities Coastline Community College 1370 Adams Avenue Costa Mesa, CA 92626

Dear Mr. Mann:

Prometric permits accredited institutions under agreement to administer dsstTM ("DSST") Tests as part of its program administering tests for college credentials. This Letter of Agreement ("LOA" or "Agreement") establishes the terms and conditions between Prometric Inc. a Delaware Corporation and Coast Community College District (Coastline Community College) ("Operator") (individually a Party, together the Parties) for the administration of DSSTs via internet-based delivery ("iBT") and paper and pencil delivery at a testing facility provided by the Operator as outlined in Exhibit B.

The effective date of this Agreement is date this agreement is signed by the Operator.

Prometric and Operator agree as follows:

1.0 <u>TERMS</u>. The terms below are used throughout the Agreement and shall have the following meanings:

Candidates are individuals who register for and take Prometric's DSSTs.

Item means a single question or problem that may appear on a Test. Item Bank means a pool or group of Test Items from which a specific number are combined to comprise a Test.

Test means a DSST administered exercise, authorized by Prometric and designed to examine a Candidate's progress or test qualifications or knowledge.

Test Center or Testing Facility means a facility provided by Operator and approved by Defense Activity for Non-Traditional Education Support ("DANTES") that is convenient for access by Candidates (including those who are disabled) and suitable for secure testing purposes, as specified by Prometric in the Manual and approved by Prometric. The Operator and Testing Facility are to conform, at a minimum, to the standards set forth in the "Americans with Disabilities Act of 1991", where applicable. The Testing Facility is located at the address above.

Test Center Administrator ("TCA") or Proctor means the staff responsible for administering the Test including Candidate check-in, the running of the test administration software, providing Candidate problem reports, communicating with the help desk, supporting the initiation of the lockdown browser shell and the close of lockdown browser shell activities, and other activities.

Testing Room. A room in the Test Center or Testing Facility convenient for access by Candidates and suitable for administering the type of Tests described herein.

2.0 OPERATOR'S RESPONSIBILITIES.

Operator agrees that it will provide at Operator's sole expense all of the following:

2.1 iBT Delivery.

- 2.1.1 Software Security. Operator agrees to maintain and utilize Prometric's required software security mechanisms, which will be used to maintain the security of all proprietary and confidential information, Tests and Test Items. Operator agrees to accept and implement within thirty (30) days of notification all changes to security procedures that Prometric deems necessary.
- 2.1.2 Physical Security. The Testing Room within which testing is conducted must meet the following standards:
 - Operator agrees to install physical security measures that Prometric deems appropriate to ensure that security breaches do not occur;
 - Must be an enclosed room, not allowing through traffic;
 - Workstations must be placed such that a Candidate cannot view another Candidate's computer screen, or the Operator must install privacy panels and/or partitions; and
 - Testing Room shall not have drawers or cabinets accessible by Candidates inside the Testing Room.

Additionally, the following security procedures must be followed:

- Operator agrees to ensure the confidentiality of the Tests' contents and that security breaches (e.g. coaching, any form of copying, attempt to access Item Banks for other than for testing, etc.)
 do not occur:
- Operator agrees to provide secure storage of Candidate's belongings, which cannot be brought
 into the Testing Room(s) (e.g. purses, briefcases, cell phones, pagers, Palm Pilots, Personal
 Digital Assistants, etc.);
- Operator agrees to maintain and institute any new security procedures as instructed by Prometric. (Within thirty (30) days for existing Testing Facilities. New Testing Facilities must have these procedures in place before operation); and
- Operator agrees to notify Prometric of any breach of security, any attempted cheating, any flaw
 in the physical or software security systems or any other security breach that it is or becomes
 aware of. Such notice shall be given to Prometric via telephone call directly to Prometric at 866794-3497 immediately upon discovery, and confirmed in writing the next business day after such
 breach is discovered.

2.1.3 Test Security

- Lockdown Browser. Operator agrees to comply with the Lockdown Browser instructions and
 the Lockdown Browser closure instructions as described in the DSST Test Administration Guide.
 Operator agrees to ensure that all Lockdown Browser steps are completed prior to launching a
 Test, and Operator will ensure that the Lockdown Browser is closed following the completion of
 each Test.
- **2.1.4 Technical Requirements.** Operator will meet all technical requirements as described in the DSST Test Administration Guide.
- **2.1.5** Site Readiness Process. Operator agrees to comply with the Site Readiness Process as described in the DSST Test Administration Guide.

2.2 Paper and Pencil and Oral Delivery

2.2.1 The *Principles of Public Speaking* examination consists of two sections: (1) multiple-choice examination delivered via paper and pencil; and (2) an impromptu speech (verbal) section recorded on a cassette tape.

- 2.2.2 Test Delivery of the Principles of Public Speaking Examination. Operator agrees to administer this paper-based examination to Civilian candidates only. Operator also agrees to collect the DSST test fee from the examinee for this examination as described in the DSST Test Administration Guide.
- 2.2.3 Rental of the Tests will include standard scoring services for a fee of \$80 test. Payment for the Tests must be submitted with the answer sheets following each administration in the form of a U.S. Money Order, Certified Check (made payable to "Prometric"), or by Credit Card (Visa, Master Card, or American Express). Credit cards are processed at Prometric. Personal checks are not an acceptable form of payment; however a check from the College is satisfactory. An official institutional check is, however, an acceptable alternative. Prometric will retain a file of scores and will provide additional transcript services to students at for a standard transcript fees. (Arrangements can also be made to establish a corporate credit card account number on file with Prometric to which Test fees would be applied upon receipt of used test materials.)
- 2.2.4 Test Security. Operator must maintain Test security at all times. During the time that Tests are in the custody of Operator, they are to be kept in secure, locked storage accessible only to authorized personnel at your institution. Test books must not be shipped to another campus for administration. You or your designated on-campus administrator should administer DSST Tests that are sent to you.
- 2.2.5 Operator assumes responsibility for administering the Tests in accordance with procedures outlined in this Agreement and the DSST Test Administration Guide. Used and unused Test materials with answer sheets must be returned to Prometric immediately following the test administration or no longer than 45 days after you received them in a secure and traceable method, such as UPS, Federal Express, DHL, or Airborne Express. Registered, Certified and First Class Mail are NOT considered secure or traceable. Do not use U.S. Mail.

2.3 Overall Operator Responsibilities.

- 2.3.1 Candidate Registration. Candidates will register for Tests directly with the Operator.
- 2.3.2 Data Privacy. Operator agrees that it will only use Candidate names or Candidate-related personal information obtained through the registration or testing process solely for the purpose of fulfilling its obligations under this LOA. Operator will not use Candidate names or Candidate-related personal information obtained under this LOA in any mailing or marketing-related activities, or provides or sells such names or personal information to any third party or use Candidate names or information for any other purpose without Prometric's prior written approval. Additionally, Operator agrees to abide by the terms and conditions of the Prometric Data Privacy Policy, as it is communicated and updated from time to time.
- **2.3.3 TCAs/Proctors.** Operator will provide staff to be trained as TCAs/Proctors to administer the Tests. TCA/Proctor requirements include:
 - 2.3..1. Must be 18 years of age or older.
 - 2.3..2. Must be full- or part-time permanent staff employed at the Testing Facility.
 - 2.3..3. Must complete training for Test administration activities prior to administering the Test.
 - 2.3..4. Must not provide access to a Test or administer a Test to any family member or member of household.
 - 2.3..5. Must not sit for or take a DSST Test while employed as a TCA/Proctor, and must not take a DSST Test for twelve (12) months after Prometric has been notified that the TCA's/Proctor's employment has ended.
 - 2.3..6. Must not assist Candidates by disclosing Test questions, including, but not limited to the following methods: copying, photographing, screen view printing, digital transfer, transfer by handwritten use, audio or video recording, any electronic means or technology, or relay by word of month.

- 2.3..7. Must not administer Tests to any Candidate who does not follow standard Prometric operating procedures as outlined in the DSST Test Administration Guide.
- 2.3.4 Test Launch. When testing unfunded civilians, credit card information must be entered at the workstation in order for the Test to launch via iBT delivery. The credit card will be charged a \$70.00 Test fee.
- 2.3.5 Test Access. Operator will ensure that Tests are accessed and used only for the specific purpose of administering the Test(s) to Candidates in the Testing Facility.
- **2.3.6 Test Administration.** Operator will assume responsibility for administering the Tests in accordance with proper procedures outlined in this LOA and the *DSST Test Administration Guide*.
- 2.3.7 Contact Information Changes. Prometric must be notified in writing using the DSST Contact Update Form whenever there is a change in contact information, including mailing address and/or telephone number changes, and the addition or deletion of a TCA/Proctor.
- **2.3.8 Testing Facility Visits/Audits.** Operator will permit Testing Facility visits and will permit the Testing Facility to be audited for the purpose of determining causes of irregularities in operational procedures, TCA/Proctor performance, Testing Facility performance, and security requirements.

Under- or non-performing TCAs and Proctors may be required to receive additional training at Prometric's request and Prometric reserves the right to require replacement of an under- or non-performing TCA or Proctor.

3.0 PROMETRIC'S RESPONSIBILITIES.

Prometric will provide the following services:

- 3.1 Administration Guide. Prometric will provide an administration guide, the DSST Test Administration Guide for TCAs and Proctors who will administer DSSTs at Operator's Testing Facility.
- 3.2 Manage TCA/Proctor IBT Access. Prometric will manage TCA/Proctor access to the iBT system by facilitating the username and password process for the TCAs/Proctors at the Testing Facility.
- 3.3 Access to Test. Prometric shall grant Operator access to the Tests to use only for the specific purpose of administering the Test(s) to Candidates in the Testing Facility.
- 3.4 Technical Assistance. Prometric will provide technical assistance to the Testing Facility and TCAs/Proctors during Test administrations as outlined in the DSST Test Administration Guide.
- 3.5 Lockdown Browser. Prometric will provide Lockdown Browser instructions to Operator to access the DSSTs via the Internet and to close a testing event following completion of testing.
- 4.0 <u>TERM AND TERMINATION</u>. The Term of this LOA shall be one (1) year from the Effective Date. The LOA shall automatically renew for one-year periods each year on the anniversary of the Effective Date. Either Party may terminate the LOA for convenience by providing thirty (30) days prior written notice to the other Party. Prometric may terminate this LOA upon notice to Operator at any time for Operator's breach of any its obligations set forth herein.
- 5.0 TEST ADMINISTRATION FEES. See Exhibit A regarding Test Administration Fees.
- 6.0 OWNERSHIP. Operator acknowledges and agrees that Prometric holds all proprietary and ownership rights, including, but not limited to, copyright, trade secret and patent in the Prometric Systems, all Test forms, individual Test Items, the manuals, forms and materials, and any other software, manuals, documentation, secure test administration or operational procedures which were previously developed or will be developed by Prometric and which will be provided to the Operator to perform its responsibilities under this LOA.

7.0 GENERAL.

- 7.1 Confidentiality. Operator shall keep confidential all confidential information provided to it pursuant to this LOA. Operator shall hold Prometric owned materials, all Tests delivered on behalf of Prometric, testing exhibits, business information, manuals, reference guides, and the pricing and terms of this LOA in confidence and shall not use, disclose, copy or publish any such information without the prior written approval of Prometric, except where required by law or order of governmental authority. Operator shall safeguard such information to the same extent it safeguards its like information but in no event utilizing less than a reasonable degree of care.
- 7.2 Warranties and Indemnity. Each Party represents and warrants that it has the right to enter into this LOA and to perform its obligations hereunder and the performance of its obligations will not violate the rights of any third party. Each Party indemnifies the other against any claims, suits or demands of any third party from the indemnifying Party's breach of its warranties or obligations under this LOA.
- 7.3 Relationship of the Parties. Nothing in this LOA is intended to create an employee or agent relationship. Neither Prometric nor the Operator shall have the power or authority to pledge or bind the other in any manner for any purpose to any third party.
- 7.4 Insurance. During the term of this LOA, Operator will maintain a Commercial Liability Insurance policy. Such policy will provide for a combined limit of US\$1,000,000.00 for each occurrence. If the Test Center is a State-owned college or university, the Operator shall provide such coverage as allowed by law for the state where Test Center resides. Upon request, Operator shall produce adequate proof and assurance of such coverage to Prometric during the term of the LOA.
- 7.5 Non-Discrimination. In carrying out its obligations under this LOA, Operator agrees not to violate any discrimination laws pertaining to the Operator against any employee, applicant for employment, or testing candidate because of race, color, religion, sex, sexual preference, age, handicap, disability, national origin, ancestry, or veteran status.
- 7.6 Entire Agreement. This LOA is the entire agreement between the Parties for iBT delivery of the DSSTs and supersedes all prior representations and agreements, either oral or written. The Parties may modify or amend this LOA only in writing and must be approved by Prometric.

8.0 CREDIT AWARD STATUS FOR DSSTS.

Check on	e:
	The Operator agrees to award credit on the basis of acceptable DSST scores. Acceptable scores may be determined as recommended by the American Council on Education, or the Operator may determine its own standards of acceptable scores. The Operator agrees to administer the DSSTs and does not award credit.
	The Operator agrees to authinister the DSSTs and does not award credit.

Should this LOA be signed in English and a local language, in the event of any conflict or inconsistency between the English and local language version of the LOA, the English version shall control.

By signing this Agreement, the Operator agrees to follow the requirements as set forth herein and in written procedures and operations manuals provided by Prometric. A fully executed copy of this Agreement must be returned for this Agreement to be valid.

Sincerely,

Anthony Scicchitano General Counsel

ACCEPTED AND AGREED TO:

Бу:	
	On behalf of Coast Community College District
	Print or Type Name
Title:	President, Board of Trustees
Institut	tion: COAST COMMUNITY COLLEGE DISTRICT (COASTLINE CAMMUNITY COLLEGE)
Addres	S: 11460 WARNER AVENUE, FOUNTAIN VALLEY, CA 92708
Date:	
	http://military.coastline.edu
	Institution's Web Site Address This information will enable students to link directly to your Homepage from our

WESTERN ASSIGNATION OF SCHOOLS AND COLLEGES (WASC)
Name of Accrediting Agency

On-Line DSST Directory of Colleges

EXHIBIT A

Coast Community College District [Coastline Community College]

TEST ADMINISTRATION FEES

FOR

NATIONAL ON-CAMPUS AND ON-BASE CENTERS

FOR MILITARY OR MILITARY-APPROVED CANDIDATES ONLY

iBT Delivery.

Prometric shall provide the DANTES-approved Operator, on a monthly basis, an administration fee of \$20 per iBT delivered DSST to military or military-approved Candidates as identified below. The number of Tests delivered will be determined by a monthly report run at the end of each month by Prometric.

In order for Prometric to pay the Test Administration Fee accurately and pay it to the correct testing center, it is the Proctor's responsibility to provide the candidate with the correct "Test Center Code" to enter in the "Test Center Code" field of their demographic information online.

The Test Center Identification Code is located on Page 1 of this agreement.

The Operator must verify that the military or military-approved Candidates possess the following identification to qualify for the Test administration fees:

Service Members:

• A current Armed Forces of the United States Common Access Card, and one (1) other state or government picture identification with signature (typically a state driver's license), or valid passport.

Eligible Civil Service Personnel:

- A current Armed Forces of the United States Common Access Card, and one (1) other state or government picture identification with signature (typically a state driver's license), or valid passport;
 OR
- A Federal Civil Service Identification containing a picture and signature; OR
- Federal Civil Service Identification (without picture and signature), and one (1) other state or government picture identification with signature (typically a state driver's license), or valid passport.

Eligible Spouses:

A current United States Uniformed Services ID Card

EXHIBIT B

Coast Community College District [Coastline Community College]

Physical Test Center Locations

Operator shall operate multiple Test Centers under the LOA and agrees to designate one location that will receive monthly compensation for all Test Centers listed in this Exhibit B. Each Test Center will be eligible for the pricing and services contained in the Agreement and Exhibit A. Operator warrants that it has the authority to bind the Test Centers to the obligations and the ability to enforce compliance of the terms of the Agreement.

7175
COASTLINE COMMUNITY COLLEGE
425 THIRD STREET
DYESS AFB, TX 79607-1525
325-696-5543
http://www.military.coastline.edu

7199
COASTLINE COMMUNITY COLLEGE
596 FOURTH STREET
SUITE 224
HOLLOMAN AFB, NM 88330-8038
575-430-1694
714-241-6272
http://military.coastline.edu

7212
COASTLINE COMMUNITY COLLEGE
NAVY COLLEGE OFFICE
4755 PASTURE ROAD, BKS. 2
FALLON, NV 89496-5000
775-423-3711
http://military.coastline.edu

7217
COASTLINE COMMUNITY COLLEGE
250 CHAMBERS AVENUE
BUILDING 634
SUITE 023
NAS PENSACOLA, FL 32508
850-455-9577
http://military.coastline.edu

7228
COASTLINE COMMUNITY COLLEGE
NAS PT. LOMA
140 SYLVESTER ROAD
BUILDING 140
ROOM 104
SAN DIEGO, CA 92106
http://www.military.coastline.edu

7233
COASTLINE COMMUNITY COLLEGE
1800 DONG XOAI AVENUE
BUILDING 60, ROOM 239
GULFPORT, MS 39501
228-871-3439
http://www.military.coastline.edu

COASTLINE COMMUNITY COLLEGE
WILLIAM BEAUMONT WARRIOR
TRANSITION BATTALION
BLDG. 2445 CASSIDY RD.
FORT BLISS, TEXAS 79916
915-252-3104
http://www.military.coastline.edu

ORANGE COUNTY PERFORMING ARTS CENTER LICENSE CONTRACT

This License Contract (the "Contract") is entered into on this 25th day of February 2010, by and between ORANGE COUNTY PERFORMING ARTS CENTER, a California public benefit corporation (hereinafter referred to as "Licensor"), and COASTLINE COMMUNITY COLLEGE FOUNDATION (hereinafter referred to as "Licensee").

In consideration of the mutual covenants, agreements, representations and warranties contained in this Contract, the parties agree as follows:

1. LICENSED USE. Licensor hereby licenses on a non-exclusive basis to Licensee and Licensee hereby licenses from Licensor the use of Renée & Henry Segerstrom Concert Hall, Orchestra and Box Circle Lobbies ("Licensed Premises"), within Segerstrom Center for the Arts, only for the presentation and special event described as follows:

Awards event on Sunday, May 2, 2010; Reception with Honorees and Silent Auction at 2:00 p.m. -3:00 p.m.; Entertainment and Awards Program at 3:00 p.m. to 5:00 p.m.; VIP After-Party (Reception) at 5:00 p.m. -7:00 p.m. The Licensed Premises shall be available for Licensee's use from 9:00 a.m. on May 2, 2010, for load-in, set-up and sound check, until load-out immediately following conclusion of the event (hereinafter referred to as the "Licensed Use").

No public announcement of this Licensed Use may be made until the Contract is signed by both parties.

The Licensed Premises are part of a building which also contains a restaurant. The building is part of a performing arts complex owned by Licensor which also includes a second building and outdoor public areas (collectively, the "Center").

Licensee may not substitute, delete from or add to the Licensed Use, and the Licensed Premises shall be used for no purpose other than the specified Licensed Use. Licensee shall not sublicense or otherwise permit another person or entity to utilize the Licensed Premises unless Licensee obtains the prior written consent of Licensor, which Licensor may withhold in its sole discretion. Licensee shall not use the Licensed Premises, or permit anything to be done in or about the Licensed Premises, which will in any way conflict with any applicable, statute, ordinance or governmental rule or regulation. Licensee, in its use of the Licensed Premises shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements specific to said use. Licensee shall obtain and pay for all appropriate BMI and ASCAP licenses for its performances. No use shall be made of the Licensed Premises which is vulgar, obscene, licentious, indecent, immoral, illegal, scandalous or contrary to the operating policies of Licensor. Licensee acknowledges that it is the policy of Licensor that the Center be used primarily for the presentation of the performing arts and other forms of entertainment. In keeping with maintaining the character of the Center as a "performing arts center," Licensee agrees not to use the Licensed Premises to proselyte, solicit for any religious or political activity or other cause. Licensee shall within three (3) business days following written request from Licensor provide Licensor with a detailed description of the activities and things to be done, conducted and presented by Licensee pursuant to the Licensed Use. If Licensor determines, in its reasonable judgment, that Licensee's description of its proposed activities violates Licensor's operating policies, Licensor shall have the right to terminate this Contract upon written notice to Licensee and without any liability to Licensee.

Licensee shall be responsible for providing, at its expense, security which Licensee determines to be reasonable in light of the performance(s) being presented or other use of the Licensed Premises being made pursuant to this Contract. At Licensor's request, Licensee shall, at its expense, provide security or additional security as required by Licensor in its sole and absolute discretion, including security for the entire Center if deemed necessary by Licensor. At Licensor's election, Licensor may provide the security, and, in such event, Licensee shall reimburse Licensor for the reasonable cost thereof. Licensee agrees that, while Licensor has the right to require additional security, it shall be under no obligation to do so or to evaluate the security being provided by Licensee, and that whether or not Licensee does or does not require additional security shall in no way relieve Licensee of its obligations under this Contract including, but not limited to, the provisions of Section 17 hereafter. It is expressly understood and agreed that Licensor is not under any duty to evaluate the security being provided by Licensee, and that any such investigation is for the sole purpose of Licensor protecting its interests and, in no event, shall any investigation or any requirement of additional security constitute a representation by Licensor that the security so provided is adequate.

Licensee acknowledges that it is the policy of Licensor that all marketing and public relations programs for all events to be presented in the Renée and Henry Segerstrom Concert Hall clearly identify the performance site as being within the Renée and Henry Segerstrom Concert Hall, which is part of Segerstrom Center for the Arts, and that same is part of, and owned by, Licensor. Such identification shall also include use of Licensor's authorized logo. Licensee agrees to comply with such policy and to submit to Licensor, a true and accurate representation of Licensee's marketing materials for advance

ORANGE COUNTY PERFORMING ARTS CENTER LICENSE CONTRACT

This License Contract (the "Contract") is entered into on this 25th day of February 2010, by and between ORANGE COUNTY PERFORMING ARTS CENTER, a California public benefit corporation (hereinafter referred to as "Licensor"), and COASTLINE COMMUNITY COLLEGE FOUNDATION (hereinafter referred to as "Licensee").

In consideration of the mutual covenants, agreements, representations and warranties contained in this Contract, the parties agree as follows:

1. LICENSED USE. Licensor hereby licenses on a non-exclusive basis to Licensee and Licensee hereby licenses from Licensor the use of Renée & Henry Segerstrom Concert Hall, Orchestra and Box Circle Lobbies ("Licensed Premises"), within Segerstrom Center for the Arts, only for the presentation and special event described as follows:

Awards event on Sunday, May 2, 2010; Reception with Honorees and Silent Auction at 2:00 p.m. -3:00 p.m.; Entertainment and Awards Program at 3:00 p.m. to 5:00 p.m.; VIP After-Party (Reception) at 5:00 p.m. -7:00 p.m. The Licensed Premises shall be available for Licensee's use from 9:00 a.m. on May 2, 2010, for load-in, set-up and sound check, until load-out immediately following conclusion of the event (hereinafter referred to as the "Licensed Use").

No public announcement of this Licensed Use may be made until the Contract is signed by both parties.

The Licensed Premises are part of a building which also contains a restaurant. The building is part of a performing arts complex owned by Licensor which also includes a second building and outdoor public areas (collectively, the "Center").

Licensee may not substitute, delete from or add to the Licensed Use, and the Licensed Premises shall be used for no purpose other than the specified Licensed Use. Licensee shall not sublicense or otherwise permit another person or entity to utilize the Licensed Premises unless Licensee obtains the prior written consent of Licensor, which Licensor may withhold in its sole discretion. Licensee shall not use the Licensed Premises, or permit anything to be done in or about the Licensed Premises, which will in any way conflict with any applicable, statute, ordinance or governmental rule or regulation. Licensee, in its use of the Licensed Premises shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements specific to said use. Licensee shall obtain and pay for all appropriate BMI and ASCAP licenses for its performances. No use shall be made of the Licensed Premises which is vulgar, obscene, licentious, indecent, immoral, illegal, scandalous or contrary to the operating policies of Licensor. Licensee acknowledges that it is the policy of Licensor that the Center be used primarily for the presentation of the performing arts and other forms of entertainment. In keeping with maintaining the character of the Center as a "performing arts center," Licensee agrees not to use the Licensed Premises to proselyte, solicit for any religious or political activity or other cause. Licensee shall within three (3) business days following written request from Licensor provide Licensor with a detailed description of the activities and things to be done, conducted and presented by Licensee pursuant to the Licensed Use. If Licensor determines, in its reasonable judgment, that Licensee's description of its proposed activities violates Licensor's operating policies. Licensor shall have the right to terminate this Contract upon written notice to Licensee and without any liability to Licensee.

Licensee shall be responsible for providing, at its expense, security which Licensee determines to be reasonable in light of the performance(s) being presented or other use of the Licensed Premises being made pursuant to this Contract. At Licensor's request, Licensee shall, at its expense, provide security or additional security as required by Licensor in its sole and absolute discretion, including security for the entire Center if deemed necessary by Licensor. At Licensor's election, Licensor may provide the security, and, in such event, Licensee shall reimburse Licensor for the reasonable cost thereof. Licensee agrees that, while Licensor has the right to require additional security, it shall be under no obligation to do so or to evaluate the security being provided by Licensee, and that whether or not Licensee does or does not require additional security shall in no way relieve Licensee of its obligations under this Contract including, but not limited to, the provisions of Section 17 hereafter. It is expressly understood and agreed that Licensor is not under any duty to evaluate the security being provided by Licensee, and that any such investigation is for the sole purpose of Licensor protecting its interests and, in no event, shall any investigation or any requirement of additional security constitute a representation by Licensor that the security so provided is adequate.

Licensee acknowledges that it is the policy of Licensor that all marketing and public relations programs for all events to be presented in the Renée and Henry Segerstrom Concert Hall clearly identify the performance site as being within the Renée and Henry Segerstrom Concert Hall, which is part of Segerstrom Center for the Arts, and that same is part of, and owned by, Licensor. Such identification shall also include use of Licensor's authorized logo. Licensee agrees to comply with such policy and to submit to Licensor, a true and accurate representation of Licensee's marketing materials for advance

written approval of correct usage of Licensor's name and logo. Licensee also agrees to submit its marketing plan to Licensor so that Licensor's box office is informed of breaking ads and on-sale dates, if applicable.

Licensee agrees that for every event which utilizes amplified sound, the professional sound staff of the Center will be consulted with regard to both setup and operation of the mixing and amplification equipment. Such consultation shall extend to the modification of sound levels and Licensee agrees to modify sound levels if deemed necessary by the Center's sound staff. Licensee shall make necessary and appropriate arrangements in the artist's contract with Licensee, if any, to prevent any contractual dispute between the artist and/or artist's agents or employees and the Center sound staff in exercising the above listed conditions.

LICENSEE PAYMENT OBLIGATIONS. For the Licensed Use, Licensee will pay in lawful money of the United States to Licensor at the office of Licensor at the times and in the manner set forth hereinbelow, the following:

Four Thousand Six Hundred and Fifty Dollars (\$4,650.00) flat license fee for one day Concert Hall theater rental @ \$4,500.00 and Box Circle Lobby special event rental @ \$150.00;

Five Thousand and Eighty Nine Dollars (\$5,089.00) estimated cost of event labor;

Two Thousand Three Hundred and Twenty Five Dollars (\$2,325.00) estimated cost of front of house; and

One Thousand and Seven Hundred Dollars (\$1,700.00) for house equipment rental.

Licensee payment obligations are based on the written special event estimate (the "Special Event Estimate") regarding facility expenses of the Licensed Use, which is attached hereto and incorporated herein by reference by this reference. The Special Event Estimate is contingent upon the direction provided by Licensee to Licensor's Theater Operations Staff. Licensee's failure to provide accurate and complete direction may result in higher costs.

A non-refundable deposit in the amount of \$4,650.00 license fee to secure reservation of the Licensed Premises is due by April 8, 2010.

Second deposit against labor and equipment costs owing under the Contract, which are currently estimated in the amount of Nine Thousand One Hundred and Fourteen Dollars (\$9,114.00), shall be due on or before April 16, 2010. The amount of labor and equipment costs owing for the second deposit may be revised upon Licensee's finalizing of event details at an on site meeting with Licensor's Theater Operations Staff to take place in or around the week of April 5th.

If deposits are not received by the dates noted above, this License Contract will be null and void and date(s) referred to herein will be cancelled. Any remaining monies due either Licensee or Licensor pursuant to Licensed Use shall be paid upon settlement.

- 3. DEPOSIT. Licensor in its sole discretion shall have the right at any time prior to or during the Licensed Use to demand an additional deposit from Licensee in an amount equal to Licensor's estimate of the cost of the expenses to be incurred by Licensee for which Licensor may be responsible including, but not limited to, the "Expenses To Be Paid by Licensee" set forth in Section 6 below.
- 4. SERVICES FURNISHED BY LICENSOR. In addition to the Licensed Premises and subject to the provisions of Section 15 hereof, Licensor shall furnish to Licensee use of the backstage facilities adequately lighted, cleaned and in good order on the dates and at the times, respectively, for the performances specified hereinabove and for all rehearsals mutually agreed upon by the parties. Licensor shall, in its sole discretion, determine the type and amount of other services required for the proper operation of the Licensed Premises in connection with the Licensed Use. Except where expressly permitted to be provided by Licensee, Licensor shall provide such services to Licensee, subject to reimbursement therefor as provided in Sections 5 and 6 below.
- 5. BOX OFFICE. This section is intentionally omitted.
- 6. EXPENSES TO BE PAID BY LICENSEE. When due, Licensee shall promptly pay to Licensor the following costs and expenses whether or not the performance(s) or other event(s) are presented or canceled:
- (a) The wages of, or costs for, all stagehands, and security personnel deemed necessary for the Licensed Use by Licensee or Licensor, including overtime paid to regular employees of the Licensor and additional security not customarily provided by Licensor for performances, except to the extent already included in the stagehand labor estimate and house security fee in section 2 above;
- (b) Licensor's standard charges for use of rehearsal facilities and the wages of Licensor's employees used in connection

therewith:

- (c) The cost of printing the necessary tickets to be used in connection with the Licensed Use, if any;
- (d) If a fixed fee for the box office is not charged pursuant to Section 5 above, the cost of all box office expense incidental to the Licensed Use including a pro rata portion of the wages of Licensor's employees, if any, working in the box office as determined by Licensor and further including Licensor's standard charges for the use of the box office facilities;
- (e) The wages of, or costs for, the manager, head usher, ushers, and ticket takers except to the extent already included in the front of the house fee as set forth in section 2 above;
- (f) The wages of any of Licensor's employees, other than those identified in (e) above, rendering services to Licensee at the request of Licensee;
- (g) The costs of backstage catering for production per request of Licensee, if any;
- (h) All other expenses incurred by Licensor directly or indirectly as a result of, or partially as a result of, the Licensed Use, except for those expenses and costs specifically set forth in this Contract as the responsibility of Licensor; and
- (i) The cost for certain additional items, charged as used, referenced in the Schedule of Charges Limited Term Licensees attached hereto as Addendum #1.

Expenses which relate only partially to the Licensed Use shall be equitably allocated by Licensor among the various uses to which such expenses relate. For example, if applicable, the cost of putting up and taking down choral risers shall be allocated on a "per performance" basis among the various parties using the facilities during the period the risers are up.

California has been experiencing energy shortages and substantial price increases for utilities, particularly electricity and natural gas. Licensor reserves the right to charge an energy surcharge in addition to the other costs and expenses to be paid by Licensee pursuant to this Section. Notice of such surcharge shall be provided by Licensor to Licensee no later than thirty (30) days prior to the effective date of such surcharge.

The amounts owed to Licensor are due on demand and, if not sooner paid, shall be retained by Licensor from the gross receipts at the settlement as described in Section 8 hereinafter.

If Licensee, with the permission of Licensor, contracts directly for any of such services, Licensee shall promptly pay for same when due.

7. TICKETS, ACCESSIBILITY. Upon request of Licensor no later three (3) days prior to the event, Licensee shall provide to the Licensor all six seats in Box 2 at no charge.

Unless otherwise agreed in writing, the methods of sale and disposition of tickets, if any, including ticket priorities, shall be under the exclusive control of Licensor. Licensor shall have sole and exclusive control and supervision of the box office and its personnel, and all gross receipts shall, until such time as settlement is made, be under the absolute custody, control, disposition and supervision of Licensor. All tickets and any other documents evidencing or affecting the right of admission to the Licensed Use shall be ordered only by Licensor and Licensee covenants that it will not order, distribute and/or issue same without Licensor's prior written consent. The price of tickets shall be determined by Licensee including any ticket discounts for which the box office has set up ticket types provided, however, no tickets are to be sold or distributed at "cut rate," as "two-for-one" tickets, or in any other manner at less than box office price, nor shall Licensee make any arrangements of any nature whatsoever for or involving the sale of tickets without the prior written notification of Licensor. The tickets for each of the "limited vision" seats on the third tier and any other seats whose vision is obstructed as a result of the Licensed Use shall state that such seats have limited vision.

For each performance in the Renée and Henry Segerstrom Concert Hall, the following seats shall be made available to patrons having disabilities, such that they are unable to access seats in other areas of the hall: (1) Orchestra level designated A101, A102, A103, A104, A129, A130, A132, B101, B102, B103, B104, B129, B130, B131, B132, F101, F102, F127, F128, G101, G102, G127, G128, H101, H102, H123, H124, J101, J102, J123, J124; (2) Orchestra Terrace designated ZZ101-ZZ124; (3) Dress Circle designated Box 6 seats 1-2, Box 7 seats 1-2; (4) Promenade Circle designated AA55-AA56, AA57, AA58, and (5) Box Circle designated Box 10 seats 1-2, Box 12 seats 3-4, Box 18 seats 1-2, and box 20 seats 3-4. These seats are referred to as "Accessible Seats." Accessible Seats shall be made available at regular ticket prices unless the Accessible Seat location desired is unavailable. In that event, the Accessible Seat must be sold to the patron at the ticket price of the Accessible Seat location desired. A companion seat will be made available for every Accessible Seat sold at the

same price as the corresponding Accessible Seat.

Licensee is aware that the Americans with Disabilities Act ("ADA") requires it to make its presentation(s) accessible to persons with disabilities. This law also requires that those directly responsible for the presentation of events provide such aids and assistance as may be necessary to allow accessibility to all persons, including those who may have visual, hearing, emotional, mental, or mobility disabilities. Licensor requires all users of all or any portion of the Center to comply with such programs specific to their use. Licensee agrees to comply with those provisions of the ADA applicable to its use of the Licensed Premises. Regardless of whatever accessibility accommodation programs might be required in terms of compliance with standards established by Licensor or the timing of their implementation, it is noted that pursuant to Section 18 of this Contract, Licensee indemnifies and holds harmless Licensor from any action which might be taken against Licensor as a result of Licensee's failure to comply with this, or any, law. Licensee shall not be responsible for compliance with the ADA as it relates to the Center generally but specifically related to Licensee's use.

- 8. SETTLEMENT. Within fifteen (15) business days following completion of each of the performances or events constituting the Licensed Use, Licensor shall compute the gross receipts from ticket sales, if any, shall deduct therefrom all moneys owed to Licensor pursuant to this Contract, including without limitation Sections 2, 5 and 6 hereof, shall remit the balance thereof, together with any unused portion of the deposit paid pursuant to Section 3, to Licensee with an accounting of ticket sales and expenses. If Licensor does not timely remit moneys owing to Licensee, such amounts shall be subject to the provisions of Section 26 hereafter. If Licensee does not timely remit moneys owing to Licensor, such amounts shall be subject to the provisions of Section 26 hereafter. Sales commissions, including credit cards and agency, group and/or subscription sales charges, shall be deducted by Licensor from gross receipts. Licensor's books and records relating to the Licensed Use, the performances and the amount owing pursuant to this Section 8 shall be available for one hundred eighty (180) days thereafter for Licensee's inspection upon reasonable advance notice. In the event tickets are sold for a series of performances, the proceeds from such series tickets shall be prorated among each performance for purposes of computing the settlement.
- 9. SEATING CAPACITY. Licensee acknowledges that in order to accommodate video projections, the maximum seating capacity of the auditorium is 1,704 which includes 12 to 24 obstructed view seats. Licensed Premises and Licensee acknowledges that the seating capacity will varies between different types of performances because of the size and configuration of the stage, and audio/visual equipment considerations. Licensor makes no representation or warranty as to the seating capacity of the Licensed Premises until the size and configuration of the stage, house sound and board are determined.
- 10. CONCESSIONS AND SOLICITATIONS. Licensee shall neither sell nor distribute any information or thing, including programs, in or around the Center, including the Licensed Premises, without the prior written consent of Licensor. Licensee shall not make any solicitations or request donations without the prior written consent of Licensor. Licensor reserves the right for itself and its support groups to sell merchandise and other items in the building containing the Licensed Premises during the Licensed Use so long as such sales are in keeping with the image of the Center and do not unreasonably interfere with the Licensed Use.
- 11. PROGRAMS. Licensor will not be furnishing a house program in connection with this event. Licensee may furnish a printed program, subject to the prior review and written approval of Licensor's Marketing and Communications department. Any such house program furnished by Licensee shall not contain advertising.
- 12. INSURANCE. Licensee shall provide at its own expense the following insurance: Worker's Compensation and Employer's Liability Insurance (including Disability Benefits), Commercial General Liability Insurance (personal injury including bodily injury and property damage) with a combined single limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, and Fire and Extended Coverage Insurance, including insurance against theft, insuring all properties brought into or used in the Licensed Premises in connection with the Licensed Use including, without limitation, the property of third persons under the control of the Licensee. The Fire and Extended Coverage insurance policy shall include a waiver of subrogation against the Licensor and any entity or person affiliated with the Licensor. All liability policies shall name the Licensor and any other person or entity designated by Licensor as additional named insured(s) with respect to any claim or cause of action that may arise out of or in connection with the Licensed Use. Certificates of insurance evidencing such coverage shall be furnished to the Licensor at least twenty-one (21) days prior to Licensee's first use of the Licensed Premises and Licensee shall furnish actual policies on demand. All policies shall be endorsed to provide 30-day notice of cancellation or material change to the Licensor. No rehearsals or performances or other use of the Licensed Premises shall be conducted or presented or made unless and until the required insurance coverage is in effect.

any way relieve the Licensee from any of the obligations, liabilities, assumptions, responsibilities or other contractual duties referred to in this Contract, including its obligation to indemnify Licensor, its officers, directors, trustees, agents and employees, regardless of whether insurance has been provided to cover same.

13. ALTERATIONS AND USE OF THE LICENSED PREMISES. Licensee shall not alter, repair, add to, deface, improve, or change the Licensed Premises or the Center in any manner whatsoever, without the prior written consent of Licensor. The Licensed Premises shall be maintained and vacated, as and when required, in the same condition as existed on entry of Licensee therein.

Licensee agrees to pay, on demand, for all damages or injury to the Licensed Premises or other parts of the Center caused by Licensee, its employees, agents, contractors or patrons and Licensor may apply any deposit and Licensee's share of gross receipts toward the repair or replacement of such damages or injury, and Licensor may withhold a reasonable portion of Licensee's share of gross receipts until the repair or replacement has been accomplished and paid for. Licensee shall remove all equipment or property placed in, and shall remove itself from, the Licensed Premises in sufficient time, as determined by Licensor, so as not to interfere with the next rehearsal or performance. Should Licensee fail to comply with such determined time limitations, Licensor may remove and store all such equipment or property at Licensee's expense and risk, and Licensee will pay, on demand, the cost thereof and the cost of any other loss or damage sustained by Licensor by reason of Licensee's failure to comply with such determined time limitations.

Licensee shall not post any signs or set up any displays in, on or about the Center without the prior written consent of Licensor.

- 14. COORDINATION WITH OTHER USERS. It is understood and agreed that there may be other activities in the Center, including the building containing the Licensed Premises, simultaneously with Licensee's Licensed Use, that activities may take place in the Licensed Premises immediately before and after the performances and rehearsals of Licensee, and that, therefor, to extent of such activities, the license granted by this Contract is non-exclusive. Licensee agrees that its use of the Licensed Premises is subject to the use of the Center, including the Licensed Premises, for such other activities and agrees not to unreasonably interfere with such other activities in its use of the Licensed Premises.
- 15. LIMITATION ON LIABILITY. Licensor shall not be obligated or required to replace or repair any part of the Licensed Premises nor be liable to Licensee for any damage occurring by reason of any defect therein, or occasioned by any part thereof being or becoming out of repair or arising from curtailment of services, including utility services, for any reason, including so-called "rolling blackouts"; nor from any damages done or arising from activities of whatever kind or nature that may take place in the Center; nor any damages arising from any act or neglect of any occupants, licensees or patrons of the Center or of any owners or occupants of adjoining property; nor for any loss, theft, damage, injury or other casualty to the property or persons of Licensee. Provided, however, without making Licensor liable to Licensee for damages, Licensor agrees to act with reasonable diligence to make necessary repairs so that the performances can be held as scheduled, if reasonably possible. To the extent that Licensee believes that additional security is needed to protect its property, Licensee shall have the responsibility to provide same at Licensee's expense. If the Licensed Premises are in a condition such that, without the fault of Licensee, they cannot be used for a scheduled performance, rehearsal or event, as applicable, Licensee shall not be required to make the payment required by Section 2, Section 5 or Section 6 hereof as to such performance, rehearsal or event.

Should any matter or condition beyond the reasonable control of either party, financial inability excepted, such as, but not limited to war, terrorist act, public emergency, calamity, strike, labor disturbance, fire, interruption of transportation services, interruption of utility service (including "rolling blackouts"), casualty, physical disability, illness, earthquake, flood, act of God, or other disturbance or any governmental restriction ("force majeure"), prevent performance by a party to this Contract then the following provisions shall pertain:

- (a) If such force majeure shall prevent performance by Licensor, Licensee or by both Licensor and Licensee: (1) Licensee's payment obligation arising under Section 2 hereof shall be suspended or excused to the extent commensurate with such force majeure but Licensee shall continue to be obligated to perform all of its other obligations under this Contract; (2) Licensor's obligations under this Contract shall be suspended or excused to the extent commensurate with such force majeure; and (3) neither Licensor nor Licensee shall be obligated to the other party for any losses or costs sustained or incurred by the other party as a result of such force majeure;
- (b) In the event of such force majeure, the term of this Contract shall not be extended and Licensor shall not be obligated to license the Licensed Premises to Licensee for use during any other period in substitution for the period, if any, when the Licensed Use of the Licensed Premises is prevented by force majeure; and
- (c) In the event of a "rolling blackout" or other interruption of utility service, the decision to delay or cancel a performance,

rehearsal or event, as applicable, shall be made by Licensee.

If Licensor does not for any reason agree to proposals of a labor union relating to employment at the Center, and such failure to reach an agreement prevents performance by Licensor of its obligations under this Contract or materially interferes with the Licensed Use, such event shall be deemed to constitute force majeure.

- 16. INCURRING OF DEBTS AND LIABILITIES AND THE USE OF LICENSOR'S NAME. Neither party shall incur, without the prior written consent of the other party, any indebtedness or liability of any kind or nature in the name of the other party. Licensee shall not use the name of the Licensor in advertising or promoting the performances or events and/or any of the Licensee's productions, interests and activities, other than indicating, without using Licensor's logotype, the schedule and location of performances.
- 17. ASSIGNMENT. Licensee shall not transfer, assign, hypothecate, encumber or in any other way transfer this Contract or any right or interest herein, whether voluntary or by operation of law, or allow others to use the Licensed Premises, without in each case obtaining the prior written consent of Licensor which Licensor may withhold in its sole and absolute discretion. If all or substantially all of Licensee's assets are placed in the hands of a receiver or trustee or should Licensee make an assignment for the benefit of creditors or be adjudicated a bankrupt, or should Licensee institute any proceedings under any law relating to the subject of bankruptcy, liquidation or reorganization, or should any involuntary proceedings be filed against Licensee under any such laws, then this Contract shall not become an asset in any of such proceedings, Licensee shall be in default under this Contract and Licensor shall have the right to revoke the license granted hereby. In the event Licensee's interest in this Contract shall for any other reason become vested by operation of law in any person other than the Licensee (including, without limitation, the vesting of any individual Licensee's interest in this Contract in another by reason of death of such Licensee), Licensee shall be in default under this Contract and Licensor shall have the right to revoke the license granted hereby. While this Contract grants a license to use the Licensed Premises, Licensee agrees and acknowledges that Licensor has a material interest in the quality of the performances to be rendered by Licensee or other events, as applicable, and that therefore, this Contract is similar to a personal services contract. Licensee further acknowledges and agrees that, therefore, it is reasonable that this Contract and the rights hereunder not be assigned, hypothecated, or in any way transferred by Licensee without Licensor's consent as above provided. Licensee further acknowledges and agrees that but for this provision limiting Licensee's rights to assign or transfer, Licensor would not have entered into this Contract.
- 18. INDEMNITY AND HOLD HARMLESS. Licensee shall indemnify, save and hold harmless Licensor, its officers, directors, trustees, agents, and employees (collectively the "indemnified parties"), from any liability, damages, or claims or expenses which in any manner arise from or relate to the Licensed Use, including attorneys fees, sustained or incurred by, or claimed against, the indemnified parties, whether or not such claim is meritorious, except to the extent caused by the negligence, willful misconduct, or intentional misconduct of the indemnified parties, or resulting from (i) the violation or infringement of any copyright, right of privacy or other statutory or common law right of any person, firm or corporation; (ii) the violation of the Code of Good Practices of the National Association of Broadcasters if any performance is authorized under this Contract to be broadcast by radio or television; (iii) the defamation of any firm, person, or corporation; (iv) any and all loss and/or damage to the Center caused in part or in whole by the Licensee and/or its patrons or guests; (v) any and all personal injury and property damage claims of patrons or other third parties. Without limiting the generality of the above, Licensee's obligation to indemnify Licensor as above provided shall specifically apply to Licensee's decision to proceed with a performance despite a "rolling blackout" or other curtailment of utility service and any liability or damages or claims against Licensor as a result thereof or expenses of Licensor incurred as a result thereof. An indemnified party shall not be considered to have been negligent for purposes of this Section because such indemnified party failed to take action to prevent Licensee from performing any act or acts which result in any damages, claims or expenses for which Licensee shall otherwise be responsible hereunder or because such indemnified party failed to supervise the activities of Licensee.

Licensee further agrees to assume, at its own expense, the indemnified party's defense by counsel selected by the indemnified party and reasonably acceptable to Licensee of any of the aforesaid losses, damages or claims or of any actions based thereon. Licensor shall advise Licensee of the counsel the indemnified party proposes to select. If Licensee objects to such selection, the parties shall meet and negotiate in good faith to resolve the dispute. Provided, however, if Licensee's insurance company undertakes such defense, such insurance company may select counsel to defend the indemnified party so long as such defense is undertaken unconditionally without a reservation of any rights by the insurance company.

Notwithstanding the provisions of this Section 18 Licensor agrees that Licensee shall not be liable for loss or damage to the Center, whether or not due to negligence of Licensee to the extent of any recovery under Licensor's property damage insurance so long as this Contract does not invalidate any such insurance.

Licensor shall indemnify, defend, save and hold harmless Licensee, its officers, directors, trustees, agents and employees from any liability, damages, or claims or expenses to the extent caused by the sole active negligence, willful misconduct or intentional misconduct of Licensor, its agents or employees.

The obligations of this Section 18 shall survive the termination or expiration of this Contract and the termination of the license granted hereby.

- 19. RADIO BROADCASTING, TELEVISING AND RECORDING. Neither the Licensor nor the Licensee may contract for, nor make arrangements for radio broadcasting, televising, filming, photographing, taping, sound recording, or other kinds of reproduction of whatever nature for any performance or event presented or held by Licensee under this Contract, without the prior written consent of both the Licensor and Licensee.
- 20. RIGHT OF ENTRY. Notwithstanding any other provision of this Contract, Licensor reserves free access, without adjustments of any payment obligation of Licensee, to all parts of the Licensed Premises and shall have the right, at any and all times, to alter, repair, or add to any part of the Licensed Premises and its facilities, and Licensee shall not claim or be allowed or be paid any damages for any injury or inconvenience occasioned thereby. Notwithstanding, Licensor agrees not to engage in any activity during Licensee's performances which would materially interfere with such performances.
- 21. TERMINATION. Licensor reserves the right to terminate this Contract and revoke the license granted hereby upon written notice to Licensee whenever in its judgment the Licensed Use, or a performance, rehearsal or event contemplated hereby, may pose a danger to the Center or to persons in or around the Center, whereupon Licensee will not be obligated under Section 2 or Section 6 hereof but otherwise shall remain obligated under all provisions of this Contract. Licensor shall give Licensee as much advance notice of such termination as is reasonably possible under the circumstances.
- 22. DEFAULT AND REMEDIES. Should Licensee violate any of the terms or conditions of this Contract, Licensor may, in addition to any and all rights and remedies of Licensor under this Contract or by the law provided, at Licensor's option and without notice of process of law, revoke the license granted hereby, take exclusive possession of the Licensed Premises, remove all persons therefrom, and Licensee shall have no further rights or claims under this Contract. In addition, Licensor may remove all equipment or property placed therein by Licensee, with all expenses resulting from the default to be borne by Licensee which waives any right and/or claim for damages that may be caused by the activities of Licensor resulting from the default. In addition, Licensor may apply all or part of any deposit made by Licensee to losses and expenses sustained by Licensor which arise from the default. No action taken or failure to act by Licensor under this Contract shall be considered to be a waiver by Licensor of any right it may have under this Contract or as it otherwise may have nor shall it in any other way excuse, terminate, or impair any duty, obligation or liability owed by Licensee to Licensor or prevent Licensor from recovering damages from Licensee. Licensor's waiver of, or delay in enforcing any right or remedy in the event of a default, or breach of contract including a failure to revoke the license shall not impair any rights or remedies on any subsequent default or breach. Any waiver by Licensor to be effective must be contained in a writing signed by Licensor. Under no circumstances shall delay in revoking the license be deemed a waiver of the right to do so.

Should Licensor violate any of the terms or conditions of this Contract, Licensee may, in addition to any and all rights and remedies of Licensee under this Contract and by the law provided, at the Licensee's option and without notice of process of law, at its option terminate this Agreement, except for the provisions of Section 18 which shall remain in effect. A final settlement under Section 8 above shall be made at that time unless all settlements have been previously made. In the event of such termination, Licensor shall return any unearned portion of any deposit paid by Licensee to Licensor pursuant to Section 2 of this Contract. For purposes of determining the unearned portion, such deposit shall be equitably allocated among the rehearsals and performances set forth in Section 1 of this Contract. No action taken or failure to act by Licensee under this Contract shall be considered to be a waiver by Licensee of any right it may have under this Contract or as it otherwise may have nor shall it in any other way excuse, terminate, or impair any duty, obligation or liability owed by Licensor to Licensee or prevent Licensee from recovering damages from Licensor. Licensee's waiver of, or delay in enforcing any right or remedy in the event of a default, or breach of contract including a failure to terminate the license shall not impair any rights or remedies on any subsequent default or breach. Any waiver by Licensee to be effective must be contained in a writing signed by Licensee. Under no circumstances shall delay in terminating the license be deemed a waiver of the right to do so.

In case any suit, action or proceeding shall be brought or taken to enforce any right, exercise any remedy or is otherwise brought or taken under this Contract, the prevailing party shall be entitled to recover, and there shall be allowed to be included in any judgment, reimbursement for reasonable costs, expenses, outlays and attorneys' fees.

- 23. CUMULATIVE REMEDIES. All of the rights and remedies of Licensor and Licensee under this Contract are distinct, separate and cumulative, and mention or reference to any one or more of them shall not be deemed to be an exclusion or waiver of any other rights or remedies which either party may have, whether by present or future law, and both parties shall have to the fullest extent permitted by law the right to enforce any provision of this Contract.
- 24. COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS. With regard to Licensee's use of the

Licensed Premises or the exercise of its rights under this Contract, Licensee shall comply with all rules and regulations governing the Center and/or Licensed Premises promulgated by Licensor as to which Licensor gives Licensee written notice and with all rules, laws, ordinances, regulations and orders of governmental or quasi-governmental authorities, including requirements imposed by Licensor's fire insurance carrier as to which Licensor gives Licensee written notice. Licensee shall comply with all laws, rules and regulations of Licensor as are applicable to operations contemplated under this Contract and contracts of Licensor as to which Licensor gives Licensee written notice. Licensor shall not be liable to Licensee for damages resulting from any diminution or deprivation of Licensee's rights as a result of Licensee complying with this Section.

- 25. TAX WITHHOLDING. Licensor may withhold from the settlement such sums as Licensor may in good faith determine should be withheld under the Internal Revenue Code and under other laws without liability to Licensee as a result thereof. Licensor shall be deemed to be acting in good faith if it acts on the advice of its professional advisors. Notwithstanding the foregoing, Licensee shall withhold all taxes required to be withheld under the Internal Revenue Code and under other laws, including taxes on non-resident aliens and foreign corporations. Licensee shall save and hold harmless Licensor from any and all claims and expenses relating to tax withholding requirements, including reasonable attorneys' fees, which arise or are incurred as a result of the Licensed Use.
- 26. LATE CHARGES AND INTEREST. Licensee hereby acknowledges that late payment by Licensee to Licensor of any sums due hereunder will cause Licensor to incur costs not contemplated by this Contract, the exact amount of which is extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, any payment of any sum to be paid by Licensee not paid within five (5) days of its due date shall be subject to a five percent (5%) late charge. Licensor and Licensee agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Licensor for its loss suffered by such late payment by Licensee.

Any sum to be paid by Licensee or Licensor pursuant to this Contract not paid when due shall bear interest from and after the due date until paid at a rate equal to one percent (1%) over the prime rate being charged by Wells Fargo Bank, N.A. from time to time during such period so long as the rate does not exceed the maximum rate permitted by law in which case interest shall be at the maximum rate permitted by law at the time the sum became due.

- 27. REPRESENTATIONS AND WARRANTIES OF LICENSOR. Licensor represents, warrants and covenants as follows:
- (a) It is a duly organized and validly existing public benefit corporation, in good standing under the laws of the state of California and has taken all required corporate action to authorize the execution, delivery and performance of this Contract; and
- (b) This Contract is binding upon Licensor and Licensor has the full right, power and authority to enter into this Contract and perform all of its obligations hereunder and neither this Contract nor the performance by it of its obligations hereunder are in violation of its charter documents or instruments to which it is a party or by which it is bound.
- 28. REPRESENTATIONS AND WARRANTIES OF LICENSEE. Licensee represents, warrants and covenants as follows:
- (a) It is a duly organized and validly existing nonprofit organization, in good standing under the laws of the state of its formation, is qualified to do business in the State of California and has taken all required action to authorize the execution, delivery and performance of this Contract; and
- (b) This Contract is binding upon the Licensee and Licensee has the full right, power and authority to enter into this Contract and perform all of its obligations hereunder, and neither this Contract nor the performance by it of its obligations hereunder are in violation of its formation documents or instruments to which it is a party or by which it is bound.
- 29. LABOR AGREEMENTS. Licensor has entered into a Collective Bargaining Agreement ("Labor Contract") with Local 504, International Alliance of Theatrical Stage Employees and Motion Picture Operators ("Union"). Licensor has recognized the above-referenced Union as the sole bargaining representative for work within the "jurisdiction" of such Union. The jurisdiction of the Union extends to Licensor's main stages, and its wings, fly galleries, orchestra pit, pin rails, counterweight galleries, projection booth, sound mixing locations, lighting control locations and follow spot locations. The jurisdiction extends to the handling of all stage or theatrical accessories, wardrobe (excluding personal valets), scenery, properties, screens, drops, travelers, maskings, platforms, risers, turntables, traps, lifts, rigging, stage floors, railings, theatrical scaffolding, and the like. In respect to the main stage, the jurisdiction extends to the loading and unloading of trucks or other vehicles used to take any theatrical or stage electrical or sound equipment, scenery, stage materials, properties, chairs, stands, racks, musical instruments or other like items pertaining to the theatre in or out of the Licensed Premises. The jurisdiction extends to all other electrical, electronic, mechanical and/or electromechanical equipment or devices which interface with, operate or control theatrical equipment falling within the scope and jurisdiction of the Union. Licensee agrees that all persons rendering services falling within the above-described jurisdiction of the Union shall be hired through Licensor

and Licensee agrees specifically not to hire any employees or contractors to render work within the jurisdiction of the Union. Video is excluded from the jurisdiction of the Union. However, the Labor Contract requires that Licensee consult with the Union and to make necessary arrangements with the Union relating to such activity and Licensee so agrees to do. Licensee shall do nothing in connection with the Licensed Use to cause Licensor to be in breach of such of the provisions of the Labor Contract or any other labor agreement as are made known to Licensee, and, upon request of Licensor, Licensee will take all reasonable action, including but not limited to contracting only for union labor in connection with the Licensed Use necessary to prevent Licensor from suffering strikes or walk-outs or to be in breach of the Labor Contract or any other labor agreement. Licensee will comply with all reasonable requests or directives made by Licensor which Licensor believes in good faith are required to keep Licensor in compliance with the Labor Contract or any other labor agreements. In the event of a breach of this Section, Licensor shall have the right to immediately terminate this Contract and revoke the Licensed Use in which event Licensee shall remain liable to pay to Licensor all amounts due hereunder except to the extent Licensor is able to reschedule the use of the main theatre for some or all of the remaining performances.

30. NOTICE. Any notice which the parties may desire or may be required under this Contract shall be deemed sufficiently given if in writing and personally delivered or sent by registered or certified mail, return receipt requested, first class, postage prepaid, addressed to the addressee at the mailing addresses specified below:

Licensor:

Orange County Performing Arts Center

600 Town Center Drive Costa Mesa, California 92626 Attn: Terence W. Dwyer, President

Licensee:

Coastline Community College Foundation

11460 Warner Ave

Fountain Valley, California 92708

Attn: Jerry Patterson, District Board of Trustee President

Either party may designate by written notice to the other party additional addressees or different addresses for notices. The time of the delivery of such notice shall be deemed to be the time when the same is so mailed or personally delivered.

- 31. HEADINGS. The headings throughout this Contract are for reference only.
- 32. INVALIDITY. If any provision of this Contract or its application to any person or in any circumstances shall be invalid or unenforceable, the other provisions of this Contract shall not be affected by such invalidity or unenforceability.
- 33. TIME. Time is of the essence of each and every provision of this Contract.
- 34. RELATIONSHIP OF THE PARTIES. The relationship of the parties hereto is that of licensor and licensee and this Contract does not create any joint venture or partnership between the parties.
- 35. CONSTRUCTION OF THIS CONTRACT. Any provision of this Contract to the contrary notwithstanding, it is the intention of the parties that legal title to facilities made available to the Licensee for its use shall remain vested in the Licensor, that no interest of Licensee in real property shall be created by this Contract, that such contract rights as are given to Licensee by this Contract shall not be construed to imply any authority, privilege, or right to operate or engage in any business or activity other than as provided by this Contract, and that no portion of the facilities licensed to Licensee for its use is leased to Licensee.

This Contract shall not be changed, modified, or varied except by a written instrument signed by all parties hereto.

The term "patrons" shall include all persons who are not employees of Licensor or Licensee and who are present in the Center and/or the Licensed Premises partially or wholly for the purpose of purchasing tickets for the Licensed Use, if applicable, and/or of attending the Licensed Use.

This Contract shall obligate the Licensor and Licensee, but not any director, trustee, officer or agent thereof.

This Contract shall be construed under the laws of the State of California.

Licensor and Licensee agree that with regard to rights and duties arising under this Contract they are subject to the jurisdiction of the State of California and Licensor and Licensee agree that the proper place for any legal action arising out of or involving this Contract is Orange County, California.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the day and year first above written.

LICENSOR:	LICENSEE:
ORANGE COUNTY PERFORMING ARTS CENTER, a California public benefit corporation	Coastline Community College Foundation
By: Judith O'Dea Morr Executive Vice President	By: Jerry Patterson District Board of Trustee President

ADDENDUM #1 SCHEDULE OF CHARGES

The following is added to and made part of the License Contract:

RENÉE & HENRY SEGERSTROM CONCERT HALL as of September 1, 2009 SCHEDULE OF CHARGES - LIMITED TERM LICENSEES NONPROFIT ORGANIZATIONS

SEATING CAPACITY DETERMINED BY THE TECHNICAL STAGE REQUIREMENTS OF THE ATTRACTION AND ORCHESTRA LEVEL CONFIGURATION

Stage includes two (2) rows of permanent choral risers. At Licensee's option, two (2) additional rows of choral risers may be installed, at approximate labor cost of \$6,500.00.

The obligation for many of the following charges is incurred prior to the first rehearsal or performance date and chargeable to the Licensee when incurred. Information concerning the time when charges are so incurred may be obtained from the Center upon request.

Payments made by credit card will incur non-refundable processing charges in an amount equal to three percent (3%) of any such payment.

Lobby areas are available at show time for ticketed patrons only. The lobbies may be rented for special events, pre or post performance. Please contact the Center for rates and availability.

Facility Fee

A surcharge of five percent (5%) will be added to the price of all tickets, if any, to compensate Licensor for maintenance of, and wear and tear to, the Licensed Premises. The price on each ticket will include this surcharge, which will be deducted from gross receipts from ticket sales at time of settlement. (For example, a ticket priced at \$52.50 will be inclusive of a net \$50.00 ticket value and a 5% surcharge of \$2.50.)

Box Office Services, per performance, if applicable Mutually agreed on-sale date through day of performance\$1,450.00
<u>Tessitura Ticketing System Fee</u> , per event, if applicable\$750.00
<u>Ticket Printing Fee</u> , per ticket (sold tickets only)\$.60
Front of House Personnel (including manager, head usher, ticket takers, ushers, normal house security, and EMT)
Additional Security, per performanceTBD

EQUIPMENT RATES: See Schedule of Charges pages 3-4 for all equipment rates.

Schedule of Charges – Renée & Henry Segerstrom Concert Hall Nonprofit Organizations Page Two

ADDITIONAL BASIC COSTS:

Rental of Rehearsal Rooms, Public Spaces and Lobby Areas for Special Events - Rates and availability upon request.

Energy Surcharge

California has been experiencing energy shortages and substantial price increases for utilities, particularly electricity and natural gas. The Center reserves the right to add an energy surcharge to license fees for the use of Center facilities, including but not limited to the Renée and Henry Segerstrom Concert Hall, Samueli Theater, rehearsal rooms and lobby areas. Notice of such surcharge shall be provided to Licensee no later than thirty (30) days prior to the effective date of such a surcharge.

NOTE THAT FOR ANY LICENSED USE:

- Rehearsal spaces are not included unless contractually specified.
- 2. The above costs do not include stagehands' labor for equipment, installation, rehearsals or performances, nor agency or ticket sales commissions.
- 3. Licensee is required to obtain required insurance as provided in the License Contract.
- 4. Lobby spaces and plaza are provided, as part of any Licensed Use, on a "non-exclusive" basis (e.g. the public and the Center can utilize such plaza and/or lobbies to enter and/or utilize other performance, function, rehearsal, education or restaurant spaces owned and controlled by the Center, and for miscellaneous functions on non-performance days).

On non-performance days only, any such licensed spaces must be cleared of any concession, display, marketing, publications and other similar materials.

Schedule of Charges – Renée & Henry Segerstrom Concert Hall Nonprofit Organizations Page Three

EQUIPMENT RATES:

PIANOS - Tunings are at additional cost

Upright Piano \$65.00 / per performance or rehearsal
Grand Piano \$80.00 / per performance or rehearsal
Steinway Piano \$450.00 / per first rehearsal or performance
Additional Steinway Piano \$100.00 / per second use for same engagement

AUDIO / VISUAL EQUIPMENT

Segerstrom Hall

Basic Audio system \$300.00 / per performance or rehearsal Full House Sound system \$1,000.00 / per performance or rehearsal

Renée and Henry Segerstrom Concert Hall

Basic Audio system \$300.00 / per performance or rehearsal Full House Sound system \$1,000.00 / per performance or rehearsal

Founders Hall

Basic Audio system \$200.00 / per performance or rehearsal House Sound system \$500.00 / per performance or rehearsal

Samueli Theater

House Audio system \$500.00 / per performance or rehearsal

Plaza

Basic Audio system \$300.00 / per performance or rehearsal Full Audio system \$500.00 / per performance or rehearsal

Other

Portable Sound System \$200.00 / per performance or rehearsal

TV/VCR Combo \$100.00 / day
Basic Video Package \$200.00 / day
Premium Video Package \$450.00 / day
Projector Only \$100.00 / day
Projection Screen Only \$100.00 / day

LIGHTING EQUIPMENT

Segerstrom Hall

House Theatrical Lighting System
Lighting Truss with instruments
Follow Spot

\$900.00 / per performance or rehearsal
\$1,100.00 / per performance or rehearsal
\$250.00 / per unit/per performance or rehearsal

Renée and Henry Segerstrom Concert Hall

Orchestra Down Light System \$600.00 / per performance ore rehearsal \$1,100.00 / per performance or rehearsal \$250.00 / per unit / per performance or rehearsal

Follow Spot Founders Hall

House Lighting System \$300.00 / per performance or rehearsal Follow Spot \$100.00 / per performance or rehearsal

Samueli Theater

House Lighting System \$500.00 / per performance or rehearsal \$100.00 / per performance or rehearsal

Other

Mac2k Moving Lights \$150.00 / per instrument / per performance or rehearsal \$900.00 / per engagement

Schedule of Charges - Renée & Henry Segerstrom Concert Hall Nonprofit Organizations Page Four

LIGHTING EQUIPMENT

Other, continued

110V Lighting Package I 110V Lighting Package II

Hazer

Focus Tracks

\$200.00 / performance or rehearsal \$600.00 / per performance or rehearsal

\$100.00 / per engagement

\$500.00 / per track / per engagement

STAGING / FLOORING / RISERS

Segerstrom Hall

Stage Platforms

Ballet Floor

Renée and Henry Segerstrom Concert Hall

Orchestra Riser System

Orchestra Riser System - Additional Use

Seated Choral Risers

Seated Choral Risers - Additional Use

Samueli Theater

Raised Stage

Raised Stage - Additional Use

Audience Seating Risers

Audience Seating Risers - Additional Use

Other

Marley Floor

Standing Choral Risers

Plaza Dance Floor (up to 40' x 24')

OTHER

Podium

Tabletop Candle Set-up

Tablecloths (72x72 White Bistro)

Tablecloths

Tables

30" Round Table

60" Round Table

6' Rectangle Table

Chairs

Armless chair

Armchair

\$200.00 / per performance or rehearsal

\$2,000.00 / per use / per week

\$600.00 / per first performance or rehearsal

\$200.00 / per additional use for same engagement

\$600.00 / per performance or rehearsal

\$200.00 / per additional use for same engagement

\$500.00 / per first performance or rehearsal

\$200 / per additional use for same engagement

\$800.00 / per performance or rehearsal

\$200.00 / per additional use for same engagement

\$100.00 / per performance or rehearsal

\$100.00 / per performance or rehearsal

\$1,000.00 / per engagement

\$100.00 / per performance or rehearsal

\$100.00 / per performance

\$2.00 / per cloth / per use

\$10.00 / per tablecloth / per event

\$10.00/ per table per event

\$12.00/ per table per event

\$12.00/ per table per event

\$5.00/ per chair per event

\$5.00/ per chair per event

	•		
		•	

Amendment to Agreement

between

Coast Community College District

and

Cengage Learning, Brooks/Cole

re

Cycles of Life: Exploring Biology

This is an amendment to an Agreement ("Agreement") between Coast Community College District ("Coast") and Cengage Learning, Brooks/Cole ("Publisher") executed by Coast on November 11, 1994, with respect to a telecourse entitled *Cycles of Life: Exploring Biology* ("Project Telecourse").

WHEREAS, pursuant to the Agreement, Coast has granted Publisher the right to publish and sell a student guide ("Telecourse Student Guide") to accompany the Project Telecourse, and Publisher has agreed to pay certain royalties thereon:

WHEREAS, Publisher wishes to publish the Sixth Edition of the Telecourse Student Guide, presently entitled *TELECOURSE STUDENT GUIDE* for *Cycles of Life: Exploring Biology* (Fifth Edition) the Publisher and Coast wish to have Coast prepare the necessary revisions for the Sixth Edition under the same terms and conditions applicable to the Telecourse Student Guide under the Agreement.

NOW, THEREFORE, it is mutually understood and agreed as follows with respect to the Sixth Edition:

- Coast hereby grants to Publisher the right to print, publish, and sell the Sixth Edition under the same terms and conditions applicable to the Fifth Edition Telecourse Student Guide pursuant to the Agreement.
- 2. Coast shall deliver to Publisher on or before June 8, 2010 camera-ready mechanicals for the Sixth Edition, satisfactory to Publisher in content and form, and suitable for a book of approximately 375 pages in length, provided the Publisher delivers all final page proofs or finished textbook to Coast by March 19, 2010.
- 3. Publisher shall pay to Coast the sum of \$4,000.00 as a grant for revision to accommodate new edition of Starr "Concepts and Applications" payable as follows:
 - (a) \$2,000.00 upon Coast's written request after execution of this Amendment; and
 - (b) \$2,000.00 upon Coast's written request after Publisher's acceptance of the complete and satisfactory camera-ready mechanicals.

The provisions of this Paragraph 3 shall not apply to any subsequent revisions of the Work.

4. All expenses in connection with obtaining permissions for the use of text and illustrations in the Sixth Edition shall be the responsibility of Coast as set forth in Paragraph 10.4 of the Agreement.

- 5. The copyright for the Sixth edition, entitled *Telecourse Student Guide for Cycles of Life: Exploring Biology* shall be registered to Coast Community College District.
- 6. The warranties and indemnities expressed in Paragraphs 10.3 and 10.4 of the Agreement shall be extended to include any new material added by Coast to the Sixth Edition.
- 7. All notices to Coast are to be sent to: Dan Jones, Executive Dean of Instructional Systems Development, Coast Learning Systems, 11460 Warner Avenue, Fountain Valley, CA 92708-2597, and President, Board of Trustees, Coast Community College District, 1370 Adams Avenue, Costa Mesa, CA 92626.
- 8. All notices to Publisher are to be sent to: Cengage Learning, Brooks/Cole, 20 Davis Drive, Belmont, CA 94002

EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to be effective as of execution and approval.

AGREED:	
Coast Community College District:	Cengage Learning, Brooks/Cole
Ву	Ву
President,	President and Publisher
Board of Trustees	
	Ву
	Acquisitions Editor
With Notification to:	
Executive Dean, Instructional Systems Development 11460 Warner Avenue	
Fountain Valley, CA 92708-2597	
President, Board of Trustees	
Coast Community College District	
1370 Adams Avenue	
Costa Mesa, CA 92626	
APPROVED AS TO FORM	
District General Counsel	

Licensee:

Coastline Community College

Contract No.

100285

Date:

February 22, 2010

WORK ORDER

This Work Order amends the Software License and Services Agreement entered into between SunGard Higher Education Inc. (formerly named "SunGard SCT Inc." and, prior thereto, "SCT Software & Resources Management Corp.") ("SunGard Higher Education") and Coast Community College District ("Licensee") dated, September 28, 2005.

The Effective Date of this Work Order shall be the date identified as such below. Each item defined in the Agreement shall have the meaning given to that term in the Agreement whenever used in this Work Order.

Statement of Work

Towards the completion of the tasks identified in the attached Statement of Work, SunGard Higher Education will provide Licensee with approximately 300 person-hours of effort to be applied toward the services described herein, provided that Licensee cooperates with SunGard Higher Education such that Licensee is able to utilize all such person-hours. The number of hours set forth above is an estimate only based on current information and expectations, and the actual number of hours provided may be greater or fewer in number. For the avoidance of doubt, this is not a "fixed fee" or "not to exceed" arrangement, but rather a time and materials engagement in which Licensee shall pay SunGard Higher Education a designated hourly fee for each person-hour of services actually rendered by SunGard Higher Education resources. SunGard Higher Education's provision of services will be tracked and reported to Licensee on a monthly basis for each person-hour of services provided. Subject to the above, SunGard Higher Education will engage in the activities described in the attached Statement of Work;

Seaport Integration Phase II Services

Certain Licensee Obligations

Without limitation, Licensee will provide:

- Project leader Licensee will provide a primary contact that will work directly with the SunGard Higher Education manager to assist and coordinate activities related to this engagement, such as meetings, interviews, and acceptance of deliverables.
- > Access to appropriate staff Licensee will provide access to key individuals or groups for information-gathering purposes and interviews in relation to the performance of SunGard Higher Education's services.
- Access to information Licensee will provide access (where available) to procedures documents, published strategy and tactical documents, process requirement documents, etc. for information-gathering purposes in relation to the performance of SunGard Higher Education's services.
- > Access to institution environment Licensee will provide access to the administrative systems and information in relation to the performance of SunGard Higher Education's services.
- > Licensee will cooperate with and assist SunGard Higher Education as necessary to enable SunGard Higher Education to render the services described herein.



Anticipated Schedule

The estimated start date for the services provided hereunder is **March 1, 2010** ("Planned Start Date") and the estimated end date for such services is **August 1, 2010** ("Planned End Date"). The designation of a Planned Start Date and a Planned End Date shall not be deemed to be a representation by SunGard Higher Education that particular services will begin or be completed on such dates, but are merely estimates provided for preliminary scheduling and planning purposes.

Professional Fees and Payment Schedule

SunGard Higher Education will invoice Licensee for services rendered at the rate of \$180.00 per person-hour. Invoices will be submitted on a monthly basis in arrears. Licensee will be invoiced only for person-hours actually rendered during the applicable monthly period.

Thereafter, services will be provided on a time and materials basis at an hourly rate equal to SunGard Higher Education's then-current list price rate for the services at issue.

Travel and living expenses are not included in the fee. Reimbursable travel and living expenses incurred by SunGard Higher Education personnel in the performance of the services covered by this Work Order shall be invoiced monthly, as such expenses are rendered.

Once Licensee and SunGard Higher Education have scheduled a specific date during which SunGard Higher Education will provide services under this Work Order, Licensee will be obligated to pay SunGard Higher Education for such scheduled services, unless Licensee notifies SunGard Higher Education at least thirty (30) days prior to the date which SunGard Higher Education is scheduled to perform such services that Licensee would like to reschedule or cancel the provision of such services. Requests for any additional services beyond those set forth herein will be provided at SunGard Higher Education's then-current rates under separate amendment and/or Work Order (which expressly provides that it amends the Agreement), which must be approved in writing by both parties. Licensee shall pay each invoice by not later than thirty (30) days from the date of each invoice.

Invoices shall be paid by Licensee to SunGard Higher Education by not later than thirty (30) days from the date of invoice. Late fees will be calculated based on the formula otherwise provided for in the underlying Agreement.

Additional Terms and Conditions

Except as otherwise scheduled by mutual agreement of the parties, any services to be provided by SunGard Higher Education hereunder shall be subject to the then-current availability of appropriate SunGard Higher Education resources.

Time will be charged by SunGard Higher Education for all activities related to the Licensee, including preparation time, travel time, identification of follow-up tasks via a formal trip report, telephone consultation, and management follow-up.

Except as expressly modified by this Work Order, the Software License & Services Agreement shall remain in full force and effect and the services provided hereunder shall be subject to the terms and conditions thereof. As of the date of execution of this Work Order by both parties, the Agreement and this Work Order, as well as any previously executed Work Order and/or amendment, constitute the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. The parties expressly recognize this Work Order as an amendment to the Software License & Services Agreement.

Febr	uary	22,	201	0

Seaport Integration Services Phase II WO

Confirmed:		
Effective Date:		t filled in, the Effective Date shall be the last ate shown on the signature lines below)
Coastline Community College	SunGai	rd Higher Education Inc.
Ву:	Ву:	Jeffrey J. Pomponi
	Title:	Vice President - Client Operations
Title:		
Date:	Date:	

AUTOMATIC SYNC TECHNOLOGIES_

February 4, 2010

Laurie Melby Coastline Community College 11460 Warner Avenue Fountain Valley, CA 92708

Dear Laurie.

Automatic Sync Technologies is pleased to offer use of our automated captioning service to Coastline Community College for captioning through the DECT grant.

Following is a quote for the DETC Grant:

Method: "B" approved Vendor

Courses: Geology C100 Fall 2010

Item	Unit cost	Quantity	Total
Off-Line Asynchronous Captioning	\$1.15	960 minutes	\$1104.00
Transcription	\$1.55	960 minutes	\$1488.00
Off-line caption results with transcription (per minute). Per the Contract with the CCC Foundation.	\$2.70/minute	960 minutes	\$2,592.00

Pricing includes any output files offered by AST. Users have 6 months to change transcripts or submit for additional output formats at no additional charge, provided they utilize the "redo" procedure.

DECT material must be submitted to a "DECT" account with an approved project number. All material submitted on a "DECT" account will be billed to the College of the Canyons DECT Program. Material not approved by DECT administration and/or not covered by corresponding project will be billed to submitting college. This quote is valid until September 30, 2012.

Sincerely,

Kara Stark Automatic Sync Technologies

SANTA CLARITA COMMUNITY COLLEGE DISTRICT Application and Agreement Distance Education Captioning and Transcription Grant Funding

			PROJECT#				TO BE COMPLETED A CLARITA CCD
	RICT INFOR	RMATION ("Applicant District")	Employee and the control of the cont				A STATE OF THE STA
District Name		Coast Community College Dis	trict				
College							
Name		Coastline Community C	ollege				
Street Address		1370 Adams					
City		Torordano					
State, Zip		Costa Mesa, CA 92626					
2. APPL	ICANT DIST	TRICT CONTACT INFORMATION					
Primary Contact i	Name	Laurie Melby	·				
Title		Director of Production				· 	
Email Ad	dress	lmelby@coastline.edu		FAX			
Telephon	ie	(714) 241-6110		#	(7	714) 241	-6286
Secondar	<u>Y</u>	DSP&S DIRECTOR OR DISTANCE EL	DUCATION COORDINATOR	· · · · · ·			
Contact N	Name	Vince Rodriguez					
Title		Distance Education Director	·····				
Email Add	dress	vrodriguez@coastline.edu					
Telephon	e	(714) 241-6211		FAX #	(714) 24	1-6287	.
followi	ing information	MATION FOR CLASS(ES) for which on on the "Additional Project Court ole for securing any and all required	ses" sheet, available on	the web	site, and	attach.	NOTE: Applicant District
Course			Τ	erm:			-
Title Section	Gen	neral Geology	S PORTIONMENT ELIGIBLE		* Year	Fall 20 icipated	010
Number	C10	المستسدة ا	Yes – If "NO", Project is	=		ollment	465
Delivery Mode	CHECK ONE	BOX: Mybrid Telecourse fi		er (spe	cify):	***	
Type of Media	CHECK ONE Audio	BOX: Video PowerPoint Slides	Animation Othe	er (speci			
		,				Minutes aptioned	
					to be C	арионес	
		STED FOR THIS PROJECT & PA	YMENT METHOD				
Amount for	· Real Time S	Synchronous Captioning \$ ynchronous Captioning \$	2592.00		Total Am	ount of	
Amount for	Transcription	on \$		Fun	ding Red	uested	\$ 2592.00
Payment M (check one		A Applicant District Pays Vendor Reimbursed by Santa Clarita					ndor Directly. (This option CCC listed vendor.)
5. VENDOR INFORMATION Attach copy of vendor quote when submitting this document for approval (one quote per Project #; a quote may have one or more jobs). Ask vendor to reference "DECT" on the quote. NOTE: Payment Method B is only available for captioning services' vendors on the Foundation for California Community Colleges (FCCC) list. Is this vendor on							
Vendor	OC list?	Yes No		· ·		- , 	(
Name	Autom	natic Sync Technology					

E: captioning@canyons.edu T: 661.362.3177 F: 661.362.3697 www.canyons.edu/captioning

6. APPLICANT DISTRICT ACKNOWLEDGMENTS AND RESPONSIBILITIES

- a. <u>Approval of Funding Request</u> Applicant District must submit the completed and signed Application and Agreement Request form with a copy of the vendor's quote. Upon Applicant District's receipt of approved Application and Agreement Request, Applicant District will work with vendor to complete this Project and resolve any discrepancies.
- b. <u>Submit Reimbursement/Payment Process</u> Applicant District shall complete a "Request for Reimbursement/Payment" ("Request") form, available on the website, and submit the signed Request with the documents required for the method of payment selected. Payment and reimbursements will not be made more often than monthly.

1) Payment Method A – Applicant District pays vendor and is reimbursed by Santa Clarita CCD. This method is required when using a non-FCCC listed vendor. The following documents are required to accompany this Request:

A copy of the vendor's invoice with Applicant District's approval.

b) A copy of the Purchase Order and/or contract, when applicable, issued to Vendor.

c) A copy of the Applicant District's payment check to Vendor.

- 2) Payment Method B Santa Clarita CCD pays vendor directly. This option is available only when using FCCC listed vendor. Note: Santa Clarita CCD will forward a copy of vendor invoice for Applicant District's use to prepare Request form. Applicant District must initial on the invoice by each charge satisfactorily completed and return with Request.
- c. <u>Term</u> Grant funding for the DECT program is for the period July 1 through June 30 each fiscal year of the Grant and any approved DECT funds remaining unspent by June 30 each year will not be available to the Applicant District unless the Grant funding is extended by the Chancellor's Office. Requests must be submitted in the fiscal year in which the expense is incurred and Requests must be submitted before June 30 or payment/reimbursement cannot be processed.
- d. <u>End-of-Term Report</u> Applicant District agrees to complete and submit this form to Santa Clarita CCD, showing the numbers of students enrolled in each class at the start of the term and at the end of the term, student retention rates and success rates within six (6) weeks after end of term.
- e. <u>Document Retention</u> In accordance with State requirements regarding the use of grant funds, Applicant District agrees to: (a) maintain financial records in accordance with generally accepted accounting practices regarding the use of funding received for this Project including, but not limited to, original documentation; and (b) preserve and make available all records related to this Project for examination by Santa Clarita CCD, Chancellor's Office, and/or their duly authorized representatives or agents for three (3) years after the completion of the grant.
- f. <u>Changes to Application/Agreement</u> Applicant District understands and agrees that no changes will be made to the Project after Santa Clarita CCD has approved the Application without written authorization by Santa Clarita CCD. Unauthorized changes cannot be reimbursed by or paid by Santa Clarita CCD.
- g. <u>Regulatory Compliance</u> By signing this Application and Agreement and accepting Grant funding, Applicant District agrees that it will comply with all California Education Codes, Public Contract Codes, other applicable laws and regulations and Applicant District's polices and procedures and, further, certifies that Project as submitted is allowable within the terms of the Grant as described on the website: www.canyons.edu/captioning.

Send the completed and approved form with required documentation via:

FAX, 601.302.3037 OF EIIId	ii. Captioning@canyons.cuu
APPLICANT DISTRICT BOARD-AUTHORIZED APPROVER BY: Signature of Authorized Representative Print Name Print Title	APPLICANT DISTRICT - PRIMARY CONTACT BY: Signature of Primary Contact APPLICANT DISTRICT- SECONDARY CONTACT BY: Signature of Secondary Contact DSP&S DIRECTOR OR DISTANCE EDUCATION COORDINATOR
Date	BAPAS DIRECTOR OR DISTANCE EDGENION GOOD DINATOR
SANTA CLARITA CCD DISTANCE EDUCATION ONLY: By approving this Application, signer acknowledges that (s)he has verified that all requested documentation has been	SANTA CLARITA COMMUNITY COLLEGE DISTRICT BY:
received and is in compliance with terms of the Grant.	Signature of Authorized Representative Print
Application Approved By:	Name MITJL CAPET Print Title ASST SUPERINTENDENT-VP INSTRUCTION
DECT Project Director Signature Date	Date



State of California • Arnold Schwarzenegger, Governor State and Consumer Services Agency

DEPARTMENT OF GENERAL SERVICES

Real Estate Services Division Professional Services Branch

707 Third Street • West Sacramento, CA 95605 • (916) 375-4099 www.resd.dgs.ca.gov/psb/realestate

February 18, 2010

File No.: 5633-002 Project No.: 130031

Mr. Jerry Patterson, President, Board of Trustees Coast Community College District 5405 Garden Grove Blvd., Suite 100 Westminster, CA 92683

Dear Mr. Patterson:

Sincerely,

It is understood and agreed that the State shall sublease approximately 657 net usable square feet of office space in the building located at 5405 Garden Grove Blvd., Westminster, CA as outlined in red on the attached Exhibit "A" plan, together with specifications marked Exhibit "B", said Exhibits "A" and "B", Project No. 130031 dated December 17, 2009, hereby being incorporated into this sublease. The above referenced space shall be occupied by the Employment Development Department, American Recovery and Reinvestment Act, Workboard Services Branch.

The term of this sublease agreement shall commence on October 1, 2009, and shall end December 31, 2009. Sublessor agrees to provide standard janitorial and utilities service for the space. The State has the right to terminate this tenancy at any time upon thirty (30) days prior written notice.

Monthly rental shall be paid by the State in arrears on the last day of each month during said term at the rate of \$1,130.04. Rent payable hereunder for any period less than one month shall be prorated on the actual number of days occupied in said month.

If you agree with the above terms, please indicate your approval by signing and returning the documents to the address listed above. Retain one copy for your records.

		BY:			
	JAMES A. MCNEARNEY Associate Real Estate Officer (916) 375-4107		JERRY PATTERSON President, Board of Trustees		
BY:	DOUGLAS C. SKEWES Leasing Manager				
cc:	SCO Claim Audits, Lease Unit Chris Duval, Statewide Property Inventor	<i>1</i>			

Brian Tanimoto, EDD, 722 Capitol Mall MIC 62-4, Sacramento, CA 95814

EXHIBIT A

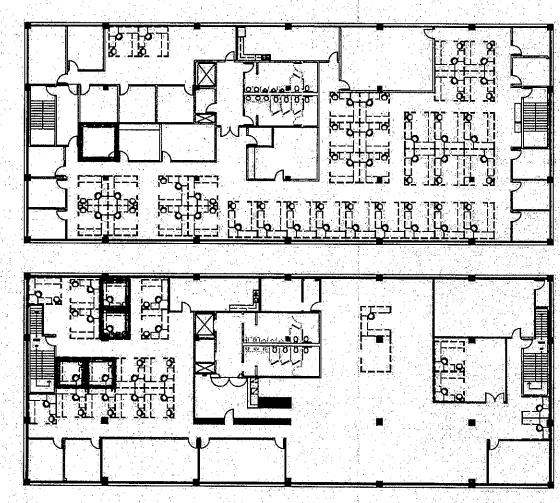
12/17/2009

OFFICE QUARTERS

PROJECT #: 130031

EDD ORANGE COUNTY ONE-STOP CENTER 5405 GARDEN GROVE, SUITE 100 WESTMINSTER, CA 92683

LEASE FILE #: 5633-002



SCALE: 1/32" = 1' - 0"

4 WORKSTATIONS X 80 SF EA. = 320 SF, + 149 SF ROOM + 40% CIRCULATION (187.6 SF) = 657 SF



State of California • Arnold Schwarzenegger, Governor State and Consumer Services Agency

DEPARTMENT OF GENERAL SERVICES

Real Estate Services Division • Professional Services Branch 707 Third Street, 5th Floor • West Sacramento, CA 95605 • (916) 375-4099 http://www.resd.dgs.ca.gov/default.htm

EXHIBIT "B" SHORT FORM SPECIFICATIONS

PROJECT:

OFFICE QUARTERS

PROJECT NO. 130031

AGENCY:

EDD

DATE: December 17, 2009

LOCATION: 5405 Garden Grove Blvd., Westminster, CA 92683

DIVISION 1 -- GENERAL REQUIREMENTS

01.01 GENERAL INFORMATION

- A See Division 2, SPECIAL PROVISIONS if attached that may delete or amend other portions of this specification. The special provisions may indicate material locations, specialty details, finish and material selections, unique characteristics of this project, etc.
- B The quarters shall consist of an office building, or portion thereof, if so indicated, and appurtenant facilities complete and ready for occupancy and in accordance with design plans designated Exhibit "A", and with these Exhibit "B" Short Form Specifications.
- C The State's intent is that the Exhibit "A" drawings and the Exhibit "B" Short Form Specifications be used to provide the basis of information for this project. In case of conflict or ambiguity between the Exhibits, see Planner for direction; final decision/direction will be given in writing.
- D Wherever reference is made to "State," "Agency," "Department," or other State of California administrative department, it shall be construed to mean "Department of General Services, Real Estate Services Division, Professional Services Branch, here and after referred to as DGS." Any deviation from the Exhibits "A" and "B" of the lease shall require approval from the DGS.

01.02 CONSTRUCTION AND CODE REQUIREMENTS

- A These Exhibit "B" Short Form Specifications and design criteria describe minimum standards of quality and construction for premises leased for State use. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the State they provide equal appearance and utility.
- B Premises shall include installation and annual servicing of fire hoses and extinguishers in cabinets located as required by code, as applied by responsible

BUILDING GREEN . BUYING GREEN . WORKING GREEN

officials.

- C Construction shall be in accordance with the California Building Standards Code (CBSC) current addition, local zoning laws, local building codes and ordinances, and each authority having jurisdiction. Lessor shall prepare and submit State approved construction documents to the local city or county building authority and obtain a building permit.
- D All State leased spaces, both new and lease renewals, shall comply with all current building statutes, DSA/AC policies, codes, ordinances, and regulations. The requirements of CCR Title 24, California Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA) Title II, and Uniform Federal Accessibility Standards (UFAS), must be included in the planning of these quarters. All construction work shall be planned to comply with the above mentioned standards. When code requirements conflict with one another, the most stringent code requirement will take precedence.

Should the State elect not to require accessibility compliance fully or extend the time frame for compliance as defined in the lease exhibits, it does not relieve the Lessor of the responsibility to comply with the above requirements. RESD will not supersede the requirements imposed by any enforcing agencies. This note applies to the site improvements including but not limited to path of travel from/to public transportation and public rights-of-way, parking, passenger drop-off and loading zones, walks and sidewalks, curb ramps, ramps, stairs, entrances and exits, lobbies, elevators, access lifts, doors and gates, access to and through all rooms and spaces, restrooms, signs and identification, counters, waiting and seating areas, assistive listening systems, telephones, drinking fountains, alarms, and horizontal/vertical access, etc.

- Premises, when completed, shall conform to applicable codes, ordinances, and zoning laws and shall be constructed in accordance with sound engineering practices. The Department of General Services will consider only those facilities that can demonstrate the ability to meet a seismic performance level as set forth in:
 - 1. 1998 or subsequent editions of the California Building Code; or,
 - 1976 or subsequent editions of the Uniform Building Code and the building does not have any one of the enumerated characteristics or conditions listed below:
 - Unreinforced masonry elements, whether load-bearing or not; not including brick veneer;
 - b. Precast, prestressed, or post-tensioned structural or architectural elements, except piles;
 - Flexible diaphragm (e.g., plywood)-shear wall (masonry or concrete) structural system constructed pursuant to editions of the Uniform Building Code prior to the 1997 edition;
 - d. Apparent additions, alterations, or repairs to the structural system made without a building permit;
 - e. Constructed on a site with a slope with one or more stories partially below grade (taken as 50% or less) for a portion of their exterior;
 - f. Soft or weak story, including wood frame structures with cripple walls, or is construction over first-story parking;
 - g. Seismic retrofit of the building, whether voluntary or mandated, whether partial or complete;
 - h. Repairs following an earthquake;

- i. Welded steel moment frames (WSMF) that constitute the primary seismic force-resisting system for the building, and the structure was designed to code requirements preceding those of the 1997 edition of the Uniform Building Code, and the building site has experienced an earthquake of sufficient magnitude and site peak ground motions that inspection is required when any of the conditions of Section 3.2 of FEMA 352 indicate an investigation of beam-column connections is warranted;
- j. Visible signs of distress or deterioration of structural or non-structural systems, e.g., excessively cracked and/or spalling concrete walls or foundations, wood dry rot, etc.

Certification of the above requirements must be provided by an independent, licensed structural engineer at the Lessor's expense.

- F Premises shall conform to regulations and orders of the State Department of Industrial Relations and the Occupational Safety and Health Act (OSHA), Title 19 CCR and Title 24, as appropriate and shall meet the requirements of the State Fire Marshal's regulations. Lessor shall also be responsible for all costs relative to said compliance including any preliminary plan review as deemed necessary by the State.
- G Lessor shall certify premises to be free of hazard from asbestos or lead containing materials. If a hazard is discovered in either case, Lessor must follow abatement/mitigation procedures to be defined by the State.
- H Lessor hereby guarantees that premises shall be ready for occupancy, are tenantable, and that mechanical, electrical, plumbing, and other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service for the term of this lease.

Where the State occupies any portion, or all of a multi-story building, the Lessor shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, Lessor shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm stations. Key plans shall be located in central traffic areas, wall mounted and framed under glass,

- J The selected contractor shall have a current and valid contractor's license issued by the State of California.
- K The Lessor shall coordinate with the Department of Industrial Relations, as covered in labor code 1720.2 et seq., to investigate whether the project falls under the requirements of prevailing wage as related to construction labor.
- Lessor's contractor shall provide all submittals, details per Exhibits and as requested by the Planner for approval. Shop drawings of all millwork, cabinetry and special items shall be submitted to the Planner for approval prior to fabrication.
- M Energy Conservation One of the Lessor's prime considerations in the development of quarters for the State's use shall be the conservation of energy resources needed to heat, cool, ventilate and illuminate such space along with usefulness, environmental quality, and aesthetic effect.
- N Lessor shall:

- patch, replace and finish in kind all adjacent surfaces or features displaced, damaged, or exposed in performance of alteration work, such as, but not limited to, acoustical tile, base, floor covering, paint, etc. Upon completion of the work, there shall be no discrepancy between the new and the existing work. Where existing surfaces are painted under this paragraph, paint shall extend to the nearest natural break.
- paint or finish all new work, except factory finished items, minimum two coats to match existing adjacent surfaces.
- alter, relocate, or replace existing blinds or drapes and hardware as required to suit new, relocated, or demolished partitioning.
- perform demolition and alteration work to mechanical, electrical, and communication systems as shown and/or otherwise required for new facility layout. Furnish and install new components as required for complete and fully operational systems.
- O At project completion, Lessor shall provide Certificate of Occupancy and other pertinent documents to Planner.



State of California • Arnold Schwarzenegger, Governor State and Consumer Services Agency

DEPARTMENT OF GENERAL SERVICES

Real Estate Services Division Professional Services Branch

707 Third Street • West Sacramento, CA 95605 • (916) 375-4099 www.resd.dgs.ca.gov/psb/realestate

March 16, 2010

File No.: 5632-002 Project No.: 130032

Mr. Jerry Patterson, President, Board of Trustees Coast Community College District 5405 Garden Grove Blvd., Suite 100 Westminster, CA 92683

Dear Mr. Patterson,

Sincerely,

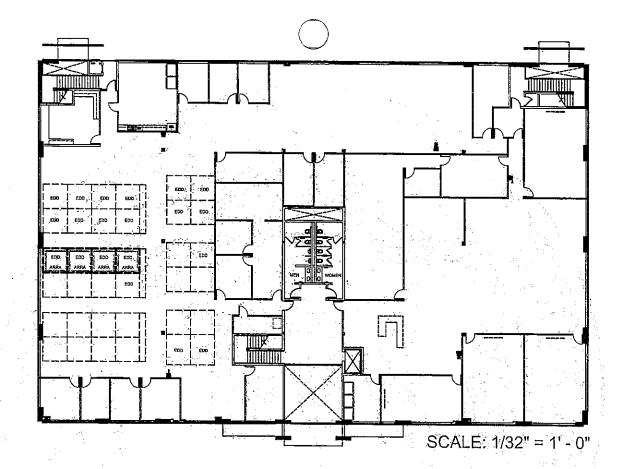
It is understood and agreed that the State shall sublease approximately 448 net usable square feet of office space in the building located at 125 Technology Drive, Irvine, CA, as outlined in red on the attached Exhibit "A" plan, together with specifications marked Exhibit "B", said Exhibits "A" and "B", Project No. 130032 dated December 17, 2009, hereby being incorporated into this sublease. The above referenced space shall be occupied by the Employment Development Department, American Recovery and Reinvestment Act, Workboard Services Branch.

The term of this sublease agreement shall commence on October 1, 2009, and shall end June 30, 2011. Sublessor agrees to provide standard janitorial and utilities service for the space. The State has the right to terminate this tenancy at any time upon thirty (30) days prior written notice.

Monthly rental shall be paid by the State in arrears on the last day of each month during said term at the rate of \$972.16. Rent payable hereunder for any period less than one month shall be prorated on the actual number of days occupied in said month.

If you agree with the above terms, please indicate your approval by signing and returning the documents to the address listed above. Retain one copy for your records.

cc: SCO Claim Audits, Sublease Unit
Chris Duval, Statewide Property Inventory
Brian Tanimoto, EDD, 722 Capitol Mail MIC 62-4, Sacramento, CA 95814





OFFICE QUARTERS

PROJECT #: 130032

EDD ORANGE COUNTY ONE-STOP CENTER 125 TECHNOLOGY DRIVE, SUITE 200 IRVINE, CA 92618-2477

LEASE FILE #: 5632-002

4 WORKSTATIONS X 80 SF EA. = 320 SF, + 40% CIRCULATION (128 SF) = 448 SF

EXHIBIT A 12/17/2009



State of California • Arnold Schwarzenegger, Governor State and Consumer Services Agency

DEPARTMENT OF GENERAL SERVICES

Real Estate Services Division • Professional Services Branch 707 Third Street, 5th Floor • West Sacramento, CA 95605 • (916) 375-4099

http://www.resd.dgs.ca.gov/default.htm

EXHIBIT "B" SHORT FORM SPECIFICATIONS

PROJECT:

OFFICE QUARTERS

PROJECT NO. 130032

AGENCY:

EDD

DATE: December 17, 2009

LOCATION: 125 Technology Drive, Irvine, CA 92618

DIVISION 1 -- GENERAL REQUIREMENTS

GENERAL INFORMATION 01.01

- See Division 2, SPECIAL PROVISIONS if attached that may delete or amend Α other portions of this specification. The special provisions may indicate material locations, specialty details, finish and material selections, unique characteristics of this project, etc.
- The quarters shall consist of an office building, or portion thereof, if so indicated, and appurtenant facilities complete and ready for occupancy and in accordance with design plans designated Exhibit "A", and with these Exhibit "B" Short Form Specifications.
- C The State's intent is that the Exhibit "A" drawings and the Exhibit "B" Short Form Specifications be used to provide the basis of information for this project. In case of conflict or ambiguity between the Exhibits, see Planner for direction; final decision/direction will be given in writing.
- D Wherever reference is made to "State," "Agency," "Department," or other State of California administrative department, it shall be construed to mean "Department of General Services, Real Estate Services Division, Professional Services Branch, here and after referred to as DGS." Any deviation from the Exhibits "A" and "B" of the lease shall require approval from the DGS.

01.02 CONSTRUCTION AND CODE REQUIREMENTS

- Α These Exhibit "B" Short Form Specifications and design criteria describe minimum standards of quality and construction for premises leased for State use. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the State they provide equal appearance and utility.
- Premises shall include installation and annual servicing of fire hoses and extinguishers in cabinets located as required by code, as applied by responsible

BUILDING GREEN . BUYING GREEN . WORKING GREEN

officials.

- C Construction shall be in accordance with the California Building Standards Code (CBSC) current addition, local zoning laws, local building codes and ordinances, and each authority having jurisdiction. Lessor shall prepare and submit State approved construction documents to the local city or county building authority and obtain a building permit.
- D All State leased spaces, both new and lease renewals, shall comply with all current building statutes, DSA/AC policies, codes, ordinances, and regulations. The requirements of CCR Title 24, California Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA) Title II, and Uniform Federal Accessibility Standards (UFAS), must be included in the planning of these quarters. All construction work shall be planned to comply with the above mentioned standards. When code requirements conflict with one another, the most stringent code requirement will take precedence.

Should the State elect not to require accessibility compliance fully or extend the time frame for compliance as defined in the lease exhibits, it does not relieve the lessor of the responsibility to comply with the above requirements. RESD will not supersede the requirements imposed by any enforcing agencies. This note applies to the site improvements including but not limited to path of travel from/to public transportation and public rights-of-way, parking, passenger drop-off and loading zones, walks and sidewalks, curb ramps, ramps, stairs, entrances and exits, lobbies, elevators, access lifts, doors and gates, access to and through all rooms and spaces, restrooms, signs and identification, counters, waiting and seating areas, assistive listening systems, telephones, drinking fountains, alarms, and horizontal/vertical access, etc.

- Premises, when completed, shall conform to applicable codes, ordinances, and zoning laws and shall be constructed in accordance with sound engineering practices. The Department of General Services will consider only those facilities that can demonstrate the ability to meet a seismic performance level as set forth in:
 - 1. 1998 or subsequent editions of the California Building Code; or,
 - 1976 or subsequent editions of the Uniform Building Code and the building does not have any one of the enumerated characteristics or conditions listed below:
 - a. Unreinforced masonry elements, whether load-bearing or not; not including brick veneer;
 - b. Precast, prestressed, or post-tensioned structural or architectural elements, except piles;
 - Flexiblé diaphragm (e.g., plywood)-shear wall (masonry or concrete) structural system constructed pursuant to editions of the Uniform Building Code prior to the 1997 edition;
 - Apparent additions, alterations, or repairs to the structural system made without a building permit;
 - e. Constructed on a site with a slope with one or more stories partially below grade (taken as 50% or less) for a portion of their exterior;
 - Soft or weak story, including wood frame structures with cripple walls, or is construction over first-story parking;
 - g. Seismic retrofit of the building, whether voluntary or mandated, whether partial or complete;
 - h. Repairs following an earthquake;

- i. Welded steel moment frames (WSMF) that constitute the primary seismic force-resisting system for the building, and the structure was designed to code requirements preceding those of the 1997 edition of the Uniform Building Code, and the building site has experienced an earthquake of sufficient magnitude and site peak ground motions that inspection is required when any of the conditions of Section 3.2 of FEMA 352 indicate an investigation of beam-column connections is warranted;
- Visible signs of distress or deterioration of structural or non-structural systems, e.g., excessively cracked and/or spalling concrete walls or foundations, wood dry rot, etc.

Certification of the above requirements must be provided by an independent, licensed structural engineer at the lessor's expense.

- F Premises shall conform to regulations and orders of the State Department of Industrial Relations and the Occupational Safety and Health Act (OSHA), Title 19 CCR and Title 24, as appropriate and shall meet the requirements of the State Fire Marshal's regulations. Lessor shall also be responsible for all costs relative to said compliance including any preliminary plan review as deemed necessary by the State.
- G Lessor shall certify premises to be free of hazard from asbestos or lead containing materials. If a hazard is discovered in either case, lessor must follow abatement/mitigation procedures to be defined by the State.
- H Lessor hereby guarantees that premises shall be ready for occupancy, are tenantable, and that mechanical, electrical, plumbing, and other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service for the term of this lease.

Where the State occupies any portion, or all of a multi-story building, the Lessor shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, lessor shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm stations. Key plans shall be located in central traffic areas, wall mounted and framed under glass,

- J The selected contractor shall have a current and valid contractor's license issued by the State of California.
- K The Lessor shall coordinate with the Department of Industrial Relations, as covered in labor code 1720.2 et seq., to investigate whether the project falls under the requirements of prevailing wage as related to construction labor.
- Lessor's contractor shall provide all submittals, details per Exhibits and as requested by the Planner for approval. Shop drawings of all millwork, cabinetry and special items shall be submitted to the Planner for approval prior to fabrication.
- M Energy Conservation One of the Lessor's prime considerations in the development of quarters for the State's use shall be the conservation of energy resources needed to heat, cool, ventilate and illuminate such space along with usefulness, environmental quality, and aesthetic effect.
- N Lessor shall:

- patch, replace and finish in kind all adjacent surfaces or features displaced, damaged, or exposed in performance of alteration work, such as, but not limited to, acoustical tile, base, floor covering, paint, etc. Upon completion of the work, there shall be no discrepancy between the new and the existing work. Where existing surfaces are painted under this paragraph, paint shall extend to the nearest natural break.
- paint or finish all new work, except factory finished items, minimum two coats to match existing adjacent surfaces.
- alter, relocate, or replace existing blinds or drapes and hardware as required to suit new, relocated, or demolished partitioning.
- perform demolition and alteration work to mechanical, electrical, and communication systems as shown and/or otherwise required for new facility layout. Furnish and install new components as required for complete and fully operational systems.
- O At project completion, lessor shall provide Certificate of Occupancy and other pertinent documents to Planner.

COAST COMMUNITY COLLEGE DISTRICT

AMENDMENT NO. 3 TO SUBLEASE AGREEMENT

The Sublease Agreement and Amendments No. 1 and 2 thereto between COAST COMMUNITY COLLEGE DISTRICT (CCCD) and CITY OF LA HABRA (CITY), dated July 1, 2008, are hereby amended by this Amendment No. 3 as follows:

Amended Provision(s):

Recitals

Section 1 - Term: Extend the term of the lease in Paragraph #3 dated September 1, 2006 and ending December 31, 2009; hereby to a new lease term for a period of five years commencing on January 1, 2010 and ending on December 31, 2014.

Section 2 – Lease Space: Modification of lease space as set forth in Amendment 2 is hereby terminated, effective 12/31/09. The sublease space premises shall be 1,228.76 square feet.

Section 3 – Rent: This Amendment modifies Sublease Paragraph #5 to increase the rental rates from \$2027.44 per month to the following rates below:

Period	Monthly Per Square Foot Rental Rate	Monthly Base Rent
1/10/10-12/31/10	\$1.75	\$ 2,150.33
1/10/11-12/31/11	\$1.80	\$ 2,211.77
1/10/12-12/31/12	\$1.85	\$ 2,273.21
1/10/13-12/31/13	\$1.90	\$ 2,334.65
1/10/14-12/31/14	\$1.95	\$ 2,396.09

All other terms and conditions of the original sublease agreement and Amendments No. 1 and 2 not otherwise modified by this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, DISTRICT and CITY have executed this AMENDMENT as of the date of execution by the District below.

DISTRICT	CITY	
	[Name]	 -
President, Board of Trustees Coast Community College District	[Title]	
Dated:	Dated:	

STATE OF CALIFORNIA STANDARD AGREEMENT STD 213 (Rev 06/03) AGREEMENT NUMBER 09-201-018 REGISTRATION NUMBER 1. This Agreement is entered into between the State Agency and the Contractor named below: STATE AGENCY'S NAME Department of Boating and Waterways Orange Coast College of Sailing & Seamanship The term of this February 1, 2010 through January 31, 2025 Agreement is: 3. The maximum amount \$ 24,650.00 of this Agreement is: 4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. Exhibit A - Scope of Work, Equipment List 17 page(s) Exhibit B - Special Terms and Conditions 8 page(s) Exhibit C - General Terms and Conditions GTC 307-1 4 page(s)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Exhibit D – Contractor Certification Clauses CCC 307

Exhibit E - Darfur Contracting Act

CONTRACTOR	California Department of General Services Use Only		
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, particularly Contract College of Sailing & Seamanship			
BY (Authorized Signature)	DATE SIGNED (Do not type)	_	
≤			
PRINTED NAME AND TITLE OF PERSON SIGNING	· · · · · · · · · · · · · · · · · · ·		
ADDRESS			
1801 W. Coast Hwy			
Newport Beach, CA 92663			
STATE OF CALIFORNIA			
AGENCY NAME			
CA Department of Boating and Waterways			
BY (Authorized Signature)	DATE SIGNED(Do not type)		
≤			
PRINTED NAME AND TITLE OF PERSON SIGNING	- I	⊠ Exempt per: scm 4.04	
Raynor Tsuneyoshi, Director			
ADDRESS			
2000 Evergreen Street, Suite 100, Sacramento, CA 95815			

5 page(s)

1 page(1)

ATTACHMENT A

Budget Page - Year One

Equipment

Line Item Number	Item	Cost	Quantity	Extension
1.	Lido 14 Main & Jib Sails	\$810.00	5.00	\$4,050.00
2.		\$0.00	0.00	\$0.00
3.		\$0.00	0.00	\$0.00
4 .		\$0.00	0.00	\$0.00
		SUBTOTA	AL	\$4,050.00

<u>Scholarships</u>

Note: Group by name of course, e.g. Basic Sailing, if there are two courses of the same name but with different costs per student,

senarate them by cost of each course

Line Item Number	Name of Course	No. of Students	Cost per Student	Extension	
1.	Beginning Sailing & Boating Safety for At-Risk Youth	225.00	\$60.00	\$13,500.00	
2.	Beginning Sailing & Boating Safety for Middle School	35.00	\$105.00	\$3,675.00	
3.	SafePower boating for High School &College Students	24.00	\$100.00	\$2,400.00	
4.		0.00	\$0.00	\$0.00	
	SUBTOTAL				

Instructor Training

		SUBTOT	\mathbf{AL}	\$1,000.00
4.		0.00	\$0.00	\$0.00
3.	US SAILING Level 1 Instructor Course	1.00	\$325.00	\$325.00
2.	US SAILING Cruising Instructor Course	1.00	\$475.00	\$475.00
1.	CA DBW Conferences	1.00	\$200.00	\$200.00
Line Item Number	Name of Course	No. of Students	Cost per Student	Extension

National Safe Boating Week

Line Item Number	Item /Scholarship/Staffing Expense	No. of items/ Students	Cost per item / Student	Extension
1.		0.00	\$0.00	\$0.00
2.		0.00	\$0.00	\$0.00
3.		0.00	\$0.00	\$0.00
4.		0.00	\$0.00	\$0.00
	SUBTOTAL		AL	\$0.00

Total Grant Amount
\$ 24,650.00

Contractor Name: OCC School of Sailing & Seaman		
Signature:	Date:	

SPECIAL TERMS AND CONDITIONS

The Contractor is responsible for complying with these provisions for the entire term of the contract listed in Section 2 of the STD-213.

- 1. The State agrees to provide the Contractor a sum not to exceed the amount specified in this Agreement for the purchase of vessels and equipment and/or program funding for use in boating safety instructional programs in accordance with all Attachments incorporated herein by reference.
- The Contractor is not authorized to make expenditures associated with this
 contract until all signatures are secured and final approval is received from
 the Department or the Office of Legal Services, Department of General
 Services.
- 3. The Contractor shall complete purchases of vessels and equipment specified on the budget page in Exhibit A no later than September 30, 2010. All invoices accompanied by proof of payment pertaining to said purchases of vessels and equipment specified in Exhibit A must be received by the Department on or before October 31, 2010. The Department is not obligated to make reimbursement payment on any invoice received after these specified deadline dates.
- 4. The Contractor shall conduct all classes specified on the budget pages in Exhibit A by January 31, 2011. All invoices for classes specified on the budget pages in Exhibit A must be received by the Department on or before March 1, 2011. The Department is not obligated to make reimbursement payment on any invoice received after these specified deadline dates.
- 5. The Contractor is authorized to make only expenditures specified on the Budget Page(s) contained in this Agreement. Any modifications to the expenditure specifications must be approved by the Department. The Contractor must submit a letter of request to make modifications and the reasons therefore accompanied by the modified expenditure specifications to the Department. The Department must give approval of the modifications in writing and forward this approval to the Contractor before any expenditure reflected in the modification is made. Nothing herein shall require the Department to give their approval or to reimburse the Contractor for unapproved expenditures.
- 6. All invoices submitted by the Contractor must be submitted with the Department's **Reimbursement Claim Form** and include the information listed below. The entire invoice (including all items listed in A and B below) must be submitted to the Department in <u>triplicate</u>.

A. Reimbursement Claim Form

The contractor shall use the Reimbursement Claim Form provided by the Department to describe equipment purchases or expenses incurred from classes taught. Each request for reimbursement must be listed on the claim form and match its corresponding line item number on the Contractor's Budget Page(s). Proof of payment to the vendor must accompany requests for reimbursement for items below.

B. Additional Documentation

- Equipment Reimbursement Payment Request
 Reimbursement requests for Equipment purchased must be accompanied by the manufacturer/dealer invoices.
- 2. Scholarship Reimbursement Payment Request Scholarship invoices shall include the names and addresses of participants when available. If the names and addresses of the students cannot be released, the contractor shall request alternate submittal instructions from the Department. This may include but is not limited to submitting the course name and group along with a contact person's (i.e., teacher name, troupe leader, youth director, etc.) name, address, and phone number to verify attendance and completion of class to verify scholarship request.
- Instructor Training Reimbursement Payment Request
 Reimbursement requests for instructor training shall include
 receipts from the organization teaching the course showing
 the type of course, the individual(s) name trained, date
 conducted, and cost.
- 4. National Safe Boating Week Reimbursement requests for National Safe Boating Week shall be accompanied by a completed Department supplied event report form by June 30, 2010.
- 7. The Contractor agrees to provide a minimum of 30 boating safety education courses each year.
- 8. Teaching boating safety for a fee, or offsetting that cost by using scholarship funds, is considered to be carrying passengers for hire or for consideration. By signing this contract, the contractor ensures familiarity with both federal requirements (Title 46 United States Code and specified in Titles 33 and 46 Code of Federal Regulations) and state requirements

(Harbor and Navigation Code, Chapter 5, Article 3; California Code of Regulations, Title 14, Article 7) for for-hire vessel operation and will comply with those licensing requirements when applicable before utilizing any equipment or scholarship funding associated with this contract.

- 9. The Contractor is required to send a representative to all days of one Aquatic Center Directors' Conference annually during the term of the contract. Should the Contractor or representative be unable to attend the conference, the Contractor must forward a letter to the Department stating the reason why they cannot attend and commit to attend the next conference. The Department must grant approval in writing in order for the Contractor not to be in breach of this contract. Nothing herein shall require the Department to give their approval.
- 10. The Contractor must submit annual reports to the Department due no later than December 1st each year of the contract term which shall include program activities and enhancements, the number and type of people served by the Contractor's program during the previous calendar year, photographs or pictures on a computer disc from the year's activities, equipment inventory of items on the Department's Inventory Form purchased with grant money if applicable, and suggested changes and recommendations for improvements to the Aquatic Grants Program. The Annual Report Template will be available on the Department's website by November 30th each year.

Paragraphs 11-17 apply to any equipment purchased under this agreement:

- 11. All property purchased with funds from the contract shall be the property of the State Department of Boating and Waterways for the entire term of the contract. Legal ownership of any craft purchased under this contract shall be vested in the name of the State, and any craft or trailer purchased shall be registered with the Department of Motor Vehicles in accordance with State law.
- 12. The Contractor is responsible for the costs of operating and maintaining grant-funded vessels; the Department is not liable for such costs. The Contractor agrees to repair or replace any equipment purchased under this contract if lost, stolen, or damaged.
- 13. The Contractor shall take a physical inventory of any equipment purchased under this contract and reconcile the inventory with the property records at least annually to verify the existence, current utilization, and continued need for the equipment. Grantee shall keep complete and accurate records of all expenditure pertaining to the purchase of additional equipment and the operation and maintenance of grant-funded vessels; such records shall be available and open to the

- Department at all reasonable times for inspection and audit by any authorized representative of the Department.
- 14. Property records shall be maintained by the Contractor and provided on the Department's Inventory Form that accurately provides: a description of the property, manufacturer, serial number or other identification number, property location and condition.
- 15. The Contractor shall request disposition instructions from the Department for equipment no longer needed in the safety program.
- 16. When purchasing equipment, the Contractor shall ensure that adequate competition has been sought by taking the following steps:
 - a. The Contractor shall openly seek estimates for equipment.
 - b. All estimates should be submitted in writing. If a written estimate is not possible, the contractor shall document any verbal estimate.
 - c. The Contractor shall make every effort to ensure that three (3) estimates are received prior to the purchase of said equipment. If three (3) estimates are not received, the Contractor shall fully document why three (3) estimates could not be received. All estimates or documentation shall be retained by the Contractor. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment.
 - d. Should a certified small business submit an estimate, the business can claim a preference of five (5) percent when submitting by the lowest responsible proposer who is not a certified small business. (Certified small business is defined as a business certified by the Office of Small Business and DVBE Services)
- 17. The Contractor understands that equipment purchased with funds granted under this Agreement is to be used by students officially enrolled in the courses of instruction taught or provided by Contractor.

The Contractor shall ensure that if making equipment purchased in accordance with this contract available for rent or for any other special use, that all renters and or users for special use of equipment have either 1) successfully completed the boating safety course for that type of equipment through the Contractor's organization, or 2) demonstrated knowledge of applicable boating navigational rules and laws and demonstrate practical handling of specific craft being rented before taking it on the water. The Contractor shall require the renter to sign a waiver stating that they have complied with these requirements.

All proceeds from the renting of equipment purchased in this contract shall stay vested within this program to enhance boating safety education.

18. The Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Contractor agrees to maintain such records for possible audit for a minimum of 15 years from the commencement of this contract.

The contractor is required to keep a record of all paperwork connected with this agreement including, but not limited to, request for changes to the budget page, invoices from manufacturers or dealers for equipment purchased, requests for reimbursement and payments received from the Department regarding those requests.

- 19. The State reserves the right to terminate this contract for any reason subject to thirty (30) days written notice to the Contractor. The Contractor may submit a written request to terminate this contract only if the State should substantially fail to perform its responsibilities as provided herein and said finding has been made by the Officer designated to hear any underlying disputes between the parties. In the event the contract is terminated prior to the expiration of the full term of the contract, ownership of all property purchased with funds from the contract shall remain vested in the State.
- 20. Subject to available funding and satisfactory performance, the Department shall have the option of extending the term of this contract, revising the term and expenditure dates of the contract, if needed, to correspond to this change. At the Department's request, the Contractor shall submit a new proposal, which shall be evaluated by the Department. If the proposal is satisfactory, the Department may award the Contractor additional funds. The new proposal provided by the contractor shall be incorporated as an amendment and exhibit and all reimbursements shall be in accordance with it. All other terms and conditions listed herein shall remain unchanged.
- 21. Release of Copyrighted Material Pursuant to Public Records Act Request

Any and all information, writings, reports, maps or materials generated or produced pursuant to this contract, whether in electronic, written, or any other format, are subject to disclosure by the department pursuant to the requirements of the California Public Records Act (PRA), Government Code section 6250 et seq., notwithstanding any copyright claims that may attach to such information, writings, reports, maps or materials. Any disclosure of such copyrighted material by the department pursuant to the PRA shall not give the person or persons receiving such copyrighted

information, license to violate the copyright, and any PRA requester who receives copyrighted material pursuant to PRA disclosure by the Department shall be informed of that fact. Contractee understands and agrees that it shall not be entitled to any additional compensation from the department if any of the information, writings, reports, maps or materials generated or produced pursuant to this contract, whether in electronic, written, or any other format, are released by the department pursuant to a demand for such information pursuant to the PRA.

Contractee hereby indemnifies and holds the Department harmless for any and all violations of copyright perpetrated by any persons who receive such copyrighted information, writings, reports, maps or materials generated or produced pursuant to this contract, whether in electronic, written, or any other format, that is released by the department pursuant to a demand for such information pursuant to the PRA."

INSURANCE REQUIREMENTS

Paragraphs 22-24 apply to any equipment purchased under this agreement:

- 22. General Insurance Requirements Applying to All Policies
 - a. Coverage Term Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
 - b. Policy Cancellation or Termination & Notice of Non-Renewal Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
 - c. <u>Deductible</u> Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
 - d. <u>Primary Clause</u> Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
 - e. <u>Insurance Carrier Required Rating</u> All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of

its insurance, review of financial information including a letter of credit may be required.

- f. Endorsements Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. <u>Inadequate Insurance</u> Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

23. Additional Insurance Requirements

a. Commercial General Liability

The Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractors limit of liability.

b. Endorsement

All policies or letters of self insurance <u>must</u> include the following clause:

The California Department of Boating and Waterways and the State of California, its officers, agents, employees, and servants are named as additional insured.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

Any proposed change in this status shall be reported to the Department prior to the change and may result in restrictions being imposed on the usage of the monies or equipment.

c. Vessel Insurance

The Contractor shall produce evidence of necessary insurance for all vessels bought with the grant money and all vessels used in boating programs funded by grant money.

d. Automobile Liability

If automobiles are used in the transportation of vessels or people involved in aquatic programs then the following coverage is needed:

Contractor shall maintain motor vehicle liability with limits required by State and Federal statute but shall not be less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

e. Watercraft Liability

Contractor shall maintain watercraft liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of the maintenance and use of any watercraft.

f. Workers Compensation and Employers Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

24. Self Insurance

Contractor shall provide evidence of self insurance. The State reserves the right to request financial information.

EXHIBIT C

GTC-307-1

GENERAL TERMS AND CONDITIONS

- 1. <u>APPROVAL</u>: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. <u>AMENDMENT</u>: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 3. <u>ASSIGNMENT</u>: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. <u>AUDIT</u>: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. <u>INDEMNIFICATION</u>: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 6. <u>DISPUTES</u>: Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. <u>TERMINATION FOR CAUSE</u>: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- 8. <u>INDEPENDENT CONTRACTOR</u>: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. <u>RECYCLING CERTIFICATION</u>: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. DELETED

- 12. TIMELINESS: Time is of the essence in this Agreement.
- 13. <u>COMPENSATION</u>: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. <u>GOVERNING LAW</u>: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. <u>ANTITRUST CLAIMS</u>: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 16. <u>CHILD SUPPORT COMPLIANCE ACT</u>: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
- 17. <u>EFFECT OF UNENFORCEABLE PROVISIONS</u>: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT D

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing	- Control Cont	
Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES

- 1. <u>STATEMENT OF COMPLIANCE</u>: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
- 2. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,

- 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

- 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
- 4. <u>CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:</u> Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

- 5. <u>EXPATRIATE CORPORATIONS</u>: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
- 6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
- 7. <u>DOMESTIC PARTNERS</u>: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. <u>CONFLICT OF INTEREST</u>: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

- 2. <u>LABOR CODE/WORKERS' COMPENSATION</u>: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
- 3. <u>AMERICANS WITH DISABILITIES ACT</u>: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 4. <u>CONTRACTOR NAME CHANGE</u>: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- 6. <u>RESOLUTION</u>: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 7. <u>AIR OR WATER POLLUTION VIOLATION</u>: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 8. <u>PAYEE DATA RECORD FORM STD. 204</u>: This form must be completed by all contractors that are not another state agency or other governmental entity.

ACORD, CERTIFICATE OF LIABIL				ATE OF LIABIL	ITY INSU	RANCE	,	DATE (MM/DD/YYYY) 06/29/2009
PR	PRODUCER Marsh Risk & Insurance Services 4695 MacArthur Court, Suite 700 (949) 399-5800 License #0437153		ONLY AND HOLDER. TH	F INFORMATION IE CERTIFICATE ND, EXTEND O CIES BELOW.				
٥	2700	Newpo	e #0437153 rt Beach, CA 92660 iabi-09-10		INOUREDO AFEO	DDING COVEDA	6 5	NAIC #
L	URED	·Walli I-Li			INSURERS AFFO			
INS	UKED		Community College District		INSURER A: Continer	ntal Insurance Col	mpany ————————————————————————————————————	35289
			dams Avenue Viesa, CA 92626		INSURER B:			
			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		INSURER C:			
					INSURER D:			
L_					INSURER E:			
	THE NOT MAY	WITHSTA BE ISSU	ANDING ANY REQUIREMENT, JED OR MAY PERTAIN, THE I	BELOW HAVE BEEN ISSUED TERM OR CONDITION OF ANY CO NSURANCE AFFORDED BY THE PO BATE LIMITS SHOWN MAY HAVE BE	NTRACT OR OTHER LICIES DESCRIBED H	DOCUMENT WITH PEREIN IS SUBJEC	I RESPECT TO WHICH T	HIS CERTIFICATE
INSF	ADD'L	l	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION		IITS
LIK	MOKU		LLIABILITY		DATE (BINRIDDATT)	- SATE (MINISPELLY)	EACH OCCURRENCE	<u> </u> \$
		CON	MMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES(Ea occurence)	\$
ĺ			CLAIMS MADE OCCUR				MED EXP (Any one person)	\$
		<u> </u>					PERSONAL & ADV INJURY	\$
		CENEDA	ACCRECATE LIMIT ADDITES DED				GENERAL AGGREGATE	\$
		PO	LAGGREGATE LIMIT APPLIES PER PRO- LICY JECT LOC				PRODUCTS - COMP/OP AG	9\$
			BILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
			OWNED AUTOS				BODILY INJURY	\$
		SCH	IEDULED AUTOS				(Per person)	
		<u> </u>	ED AUTOS R-OWNED AUTOS				BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
		GARAGE	LIABILITY				AUTO ONLY - EA ACCIDEN	\$
		ANY	AUTO				OTHER THAN AUTO ONLY: AGG	\$
\vdash		EXCESS	UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		00	CUR CLAIMS MADE				AGGREGATE	\$
			<u></u>					\$
			DUCTIBLE					\$
_	WOR	<u> </u>	TENTION \$ #PENSATION AND				WC STATU- OTH-	\$
1		OYERS' L					E.L. EACH ACCIDENT	\$
	ANY I	PROPRIET	OR/PARTNER/EXECUTIVE BER EXCLUDED?				E.L. DISEASE - EA EMPLOYE	\$
	If ves.	describe ι					E.L. DISEASE - POLICY LIMIT	
Α			ection & Indemnity	H869687	07/01/09	07/01/10		\$1,000,000
1				NEXCLUSIONS ADDED BY ENDORSEMEN	T/SPECIAL PROVISIONS			
=	idence	e of Insu	rance.					
	DTIE	ICATE L	HOLDER LOS-	000877332-01	CANCELLATION	<u> –</u>		
	KIII	ICATE	IOLDER LOS-	000677332-01	I			
							ED POLICIES BE CANCELLE	,
	State of California Department of Boating and Waterways			ł		UING INSURER WILL ENDE		
		Attn: Jo	oleane King	ayo	i ——		CERTIFICATE HOLDER NAMI NO OBLIGATION OR LIABILI	
		2000 E	vergreen Štreet, Ste. 100 nento, CA 95815			INSURER, ITS		PRESENTATIVES.
		oaulali	ionio, on soors		AUTHORIZED REPRESENTATION OF Marsh Risk & Insurance		De Dega	
					John Frazee	e calaices	D	

Community College Library Consortium

A joint endeavor of the Council of Chief Librarians and Community College League of California

Master Renewal Order: Spring 2010

Name of Institution:

Orange Coast College

AcctNo:

Name of Primary Contact:

Lori Cassidy

169

Address:

PO Box 5005

City/State/Zip:

Costa Mesa, CA 92628-5005

This order lists the database(s) ordered through the consortium during the Spring 2009 renewal cycle. All databases have a contract term of July 1, 2010 through June 30, 2011 for 12 months.

Please cross out any databases your library does not wish to renew. The invoice will reflect any changes. Colleges that have advance/deposit payments should let us know on this Master Renewal Form that they want to use the funds for these database products. Return this form, with the authorized signature, no later than May 13, 2010. Once the order has been submitted to the Community College League, subscriptions may not be withdrawn. Please fax back to 888-821-1564.

The renewal process is NOT automatic. After this renewal order is received and processed, an invoice will be sent to you and the order placed with the vendor. To order a new database, an individual subscription form must be submitted. See the web site, www.cclibraries.org, for all the databases offered through the consortium. For questions, contact Sarah Raley, 951-776-9788 or sarahraley@ccleague.org.

For invoice dated July 1, check here 🔼
--

List of databases to renew for Spring 2010

Vendor		Database	•	2010 Cost
CQ Press	•	CQ Global Researcher		\$450.00
CQ Press		CQ Researcher w/o PEOR		\$1,177.00
LexisNexis ,		Academic		\$10,473.70
McGraw-Hill		AccessScience		\$1,812.51
SerialsSolutions	****	360 Core		\$869.00
			Total:	\$14,782.21

Print Name and title:	Jerry Patterson, President Board of Trustees, Coast Community College District		
Email	Phone number:	Fax:	
lease note, the invoice	will be sent to the primary contact at the top of the pan submitted to the Community College League, subscr	nge, unless otherwise specified.	

CALLAHAN & BLAINE

RETAINER AGREEMENT

This Agreement is entered into by and between <u>Coast Community College District</u> hereinafter referred to as "Client," and CALLAHAN & BLAINE, A Professional Law Corporation, hereinafter referred to as "Attorney."

Client hereby retains Attorney with respect to <u>litigation brought by Vicki Williams</u> and related services, including the defense of Leslie E. Barnes, David Barr, Wes Bryan, Shawn Collins, Ronald Lowenberg, Jim Moreno, Ronald Rodgers, and Vicki Welch.

Client grants to Attorney the authority to perform services on his behalf, and to do all things which Attorney, in its discretion, may deem necessary, appropriate or advisable including, but not limited to, advising, consulting, negotiating, instituting, defending or maintaining lawsuit(s), action(s) or any other legal proceeding(s), and negotiating settlement.

Any other provision of this agreement notwithstanding, Client understands and agrees that the scope of Attorney's services does not include post-trial motions, appeals, writs or collection activities which services, if necessary and required, shall be compensated based upon the reasonable value of services rendered by reference to Attorney's standard hourly billing rate. Neither shall Attorney provide tax or bankruptcy advice. Upon request, Attorney will refer Client to tax or bankruptcy specialists with whom Client may consult, at Client's discretion.

Client agrees to pay Attorney for all services rendered by Attorney or their agent(s) on behalf of Client, as well as for all costs and out-of-pocket expenses incurred by Attorney or his agent(s) on behalf of Client. Attorney's fees and unpaid costs will be billed monthly with fees charged on an hourly basis. Attorney reserves the right to request Client's advance deposit and/or direct payment of any cost item. On occasion copying will be done by a related thirdparty if cost savings may be generated. Client agrees to the third-party participation in such assignments. Costs and out-of-pocket expenses include but are not limited to, filing fees, investigators, accountants, consultants and other expert fees, document duplication, longdistance telephone calls, text editing, travel and parking costs, messenger services and postage. The telephone charges shall be calculated at one percent (1%) of the monthly fees. Costs for court reporting services will be billed directly by the reporter, Simpson Deposition Services, or such other vendor as may be designated by the Law Firm, which vendors are third party beneficiaries under this Retainer. The same billing arrangements and related third-party beneficiary status shall also apply to videographer's services billed directly to the client by the videographer. Client agrees that all amounts due to client upon settlement or judgment shall be paid after all related vendor invoices have been submitted to Attorney and paid.

Attorney will separately bill for the costs of computer-assisted legal research through electronic research services where it deems the cost of these services justified to best meet the needs of Client. The time billed for use of the electronic research services and the actual time expended in conducting research and formulating search requests on the electronic research services will be reflected on statements as computer-assisted legal research.

Fees shall be for services rendered by Attorney for Client including, but not limited to, preparation, review and revision of documents and pleadings, attending depositions, court appearances, consultations, conferences, negotiations, research, telephone calls, correspondence, travel time and all other services which in the judgment of Attorney are necessary, proper, convenient or required for the prosecution, defense, representation, disposition or disposal of the matter for which Attorney is herein retained.

The parties hereto agree and expect that all monthly statements sent to Client by Attorney shall be paid within ten (10) days of mailing. Such services shall be billed at the standard hourly rates for attorneys, paralegals and law clerks then charged by Attorney.

Each month Attorney will send Client a statement of charges for legal services and costs advanced. Attorney will make every effort to fully describe each service performed and cost item advanced. Client's first monthly statement will show his Retainer Deposit. It will also itemize legal services and charges for costs advanced. Attorney's minimum time charges reflected on Client's monthly statements shall be one-tenth of an hour. The ending balance ("balance due") on each statement will show the difference between Client's Retainer Deposit, the legal services and cost advances charged by Attorney, and the sum required to replenish the Retainer Deposit. Monies owed by Client to Attorney, including monies required to replenish the Retainer Deposit, are due within 10 days of mailing of Attorney's statement. All monies owed Attorney for more than 30 days will accrue interest from the date of invoice at the rate of 10% per annum.

Client's obligation to pay is not contingent upon results as results may vary given the strength of the case and quality of adverse counsel. See Client's Acknowledgment of Obligation to pay for services whether or not successful, attached hereto. Client understands and hereby acknowledges that Attorney has made no guarantees, warranties or predictions regarding the outcome, success or results of any proceedings relating hereto, whether brought by Attorney or defended by Attorney, and all discussions involving Attorney's representation of Client herein is a matter of Attorney's opinion only based upon the facts as stated by Client to Attorney. Neither has Attorney made any representation as to the total amount of fees, costs and out-of-pocket expenses that will be incurred as those figures will necessarily depend on the time that is required to be devoted to the matter, which may also be affected by the tactics and actions taken by the opposing party. Client acknowledges that fees and costs as well as estimates thereof may be affected considerably by the approach others take to the matter such as indulging in excessive discovery, filing unnecessary or inappropriate motions, or failure to comply with discovery, as well as many other factors. Client also acknowledges Attorney's disclosure to Client of the possibility that Client may be required to reimburse the opposing party's attorneys fees and costs,

or a portion thereof, in the event the dispute and related litigation is resolved in favor of the opposing party, as well as court-ordered sanctions resulting from motions brought or defended on Client's behalf. Under such circumstances, Client shall be solely responsible for payment of the Attorney's fees, costs and/or sanctions so awarded, if any.

The Client agree that within sixty (60) days of Attorney mailing his bill to him, the Client will notify the Attorney, in writing, of any questions he has regarding the bill, including, but not limited to, if the service was performed, what the service was, the amount of time spent, and the reasonableness of the service. Client agrees that if he does not notify the Attorney within sixty (60) days, then the Attorney's charge will be conclusively deemed to be fair, accurate, and reasonable, and the Client agrees that he will not in any subsequent proceeding challenge that particular Attorney time or cost entry.

Client understands and agrees that this Agreement and the services to be provided hereunder exists between Client and Callahan & Blaine, A Professional Law Corporation. Attorney retains the right to delegate work to attorneys, paralegals and staff working under the supervision of Attorney, whenever in Attorney's discretion the delegation of such work is appropriate in light of attendant facts and circumstances and potential costs savings.

Both Attorney and Client agree to use their best efforts in furthering the purposes of this Agreement. Client shall always have the right to discharge Attorney and to employ other counsel. Attorney shall also have the option to withdraw from this Agreement at any time if: (1) the financial obligations set forth above are not met by Client, (2) Client has misrepresented or failed to disclose material fact(s) to Attorney, (3) Client fails to be present when required, or (4) Client in any other manner impairs or adversely affects the representation of Client by Attorney. In the event that any of the aforesaid events occur, Client and Attorney agree to execute a Substitution of Attorney at the other's request.

All checks for settlement or in payment of a judgment shall be made payable to Attorney's trust account on behalf of Client, and may be endorsed by Attorney, in Client's name and on Client's behalf, to the extent the payee is otherwise designated. Further, Client hereby grants to Attorney a lien for payment of fees, costs and other sums to be paid by Client to Attorney upon any of the funds that come into possession of Attorney on Client's behalf, whether obtained by Attorney in this or any other matter in which Attorney represents or has represented Client. Client is hereby advised of its right and possible need for independent representation and legal counsel regarding the grant of this lien and has either taken the opportunity to seek such independent legal representation before signing this Agreement or, given Client's level of sophistication and business experience, has chosen not to do so.

Absent further instruction from Client, Attorneys will maintain Client's files relative to this matter for a period of five (5) years following conclusion of Attorney's services hereunder, at which time the files may be disposed of without further notice to Client. Client may ask that its

files be forwarded to Client at anytime prior to the five(5) year anniversary or thereafter if they have not already been disposed of.

Attorney maintains errors and omissions coverage applicable to the services to be rendered hereunder.

Each party who executes this Agreement thereby represents that he/she has the authority to enter into this Agreement and bind the parties hereto, and the execution of this Agreement on behalf of the Client has been approved by its Board of Trustees.

Any controversy between the parties regarding the construction or application of this Agreement, and all claims for damages or other relief based upon or pertaining to this Agreement or its breach, including without limitation disputes concerning fees, costs, malpractice and professional misconduct, or any combination thereof, shall be submitted to binding arbitration without right of appeal (except as specifically provided by law) upon the written request of either party, with all proceedings conducted pursuant to the California Arbitration Act, California Code of Civil Procedure sections 1280 et. seq., before one neutral arbitrator. The arbitrator must be either an attorney licensed in the State of California with at least fifteen (15) years of litigation experience or a retired judge and in either event affiliated with either Judicate West or Judicial Arbitration and Mediation Services ("JAMS") facility located in Orange County, California. In the event the parties for whatever reason fail to reach an agreement on a designated arbitrator within the five day period immediately following mutual acknowledgment to arbitrate or the entry of a Court order compelling arbitration, whichever first occurs, the selection may be made immediately thereafter by the arbitrator's administrative office which shall unilaterally select a panel member with a minimum of 15 years litigation experience or shall be a retired judge. Discovery under the Arbitrator's own rules shall not apply unless both parties so agree in writing. In any such arbitration, the arbitrator must award the prevailing party his arbitration fees. The arbitrator is without discretion and must award these fees. Should the arbitrator fail to do so, the Orange County Superior Court is empowered to review both the facts and the law as to the arbitrator's denial of arbitration fees to the prevailing party. For the purposes of this section, prevailing party is the party which makes positive net recovery in any amount.

This Agreement supersedes all other agreements, whether oral or in writing, between Client and Attorney pertaining to the scope of services described herein. No representations, promises or agreements, whether oral or in writing, have been made or will be binding on either party, unless expressly set forth herein. Any modification of this Agreement or waiver of any of the terms or conditions hereof will be effective only if in writing signed by both parties. Client has been given the opportunity to review this Agreement with independent legal counsel and/or have the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof.

All questions with respect to the construction or interpretation of this Agreement and/or the rights and liabilities of the parties hereto shall be governed by the laws of the State of California with venue proper only in the County of Orange.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, executors, and administrators of the respective parties hereto including, without limitation, any partnerships, corporations or other entities in which the parties hereto may have a controlling interest or position.

> CALLAHAN & BLAINE A Professional Law Corporation

By:_______
Daniel Callahan

"CLIENT"

By: _____ Coast Community College District
Print Name: _____
Title: _____

ACKNOWLEDGMENT OF RECEIPT

I,	, acknowledge receipt of this fully-executed
retainer agreement.	

ACKNOWLEDGMENT OF OBLIGATION TO PAY FOR SERVICES WHETHER OR NOT SUCCESSFUL

ANALOGY TO A MEDICAL SERVICES PROVIDER

Callahan & Blaine is paid for its services on an hourly basis and is also reimbursed for costs incurred on behalf of a client. Callahan & Blaine does not guarantee that its efforts will be successful. It is understood by Client that often attorneys do discovery or bring motions that they believe may produce certain results. Sometimes the discovery does not produce what was hoped for or the motions even if successful do not produce the desired result. Client understands that neither an adverse result nor an unsuccessful attempt at discovery will negate the Client's obligation to pay for Attorney's services and costs.

Client understands the practice of law is not a science and that retaining an attorney is analogous to a medical patient's relationship with his critical care physician. Often a patient must undergo several tests in order to determine what is affecting the patient's health. Some of these tests prove negative and don't identify the source of the client's pain or ailment. Similarly in law, some discovery may be attempted, positions taken and motions filed where the hoped for result is not obtained. In the above examples, Client acknowledges that Attorney is entitled to payment for services and expenses just as a physician would be if certain tests administered produce no positive result.

Continuing with the medical analogy, sometimes despite a physician's efforts, the patient succumbs to the illness. Likewise in legal affairs, if a matter does go to trial there is no guarantee that a case will be won and a judgment paid or averted. In either case Client acknowledges its obligation to pay for Attorney's services is not impacted.

CALLAHAN & BLAINE A Professional Law Corporation

RATE SCHEDULE

ATTORNEYS

All Attorneys	\$ 275.00
Michika Shimabe	\$ 275.00
Kristy Schlesinger	\$ 290.00
Sue Y. Park	\$ 325.00
Scott D. Nelson	\$ 325.00
Caroline A. Molloy	\$ 340.00
Sarah C. Serpa	\$ 350.00
David J. Darnell	\$ 360.00
John W. Hurney	\$ 360.00
James R. Rouse	\$ 360.00
Douglas M. Carasso	\$ 360.00
Kimberly A. Carasso	\$ 3 75:00
Marc P. Miles	\$ 375.00
David E. Hayen	\$ 375.00
Kathleen Dunham	\$ 375.00
Jill A. Thomas	\$ 375.00
Javier H. Van Oordt	\$ 395.00
Tae J. Im	\$ 395.00
Brian J. McCormack	\$ 440.00
Michael J. Sachs	\$ 460.00
Edward Susolik	\$ 475.00
Stephen E. Blaine	\$ 525.00
Daniel J. Callahan	\$ 650.00

PARALEGALS

All Paralegals	\$ 90.00
Supervising Paralegal	\$ -155.00
Paralegal	\$ 95.00

SERVICES

Photocopies	per page	\$.30
Word Processing		\$ 25.00 /hr
Certified Computer Specialist		\$ 165.00 /hr

G:\DJC\RETAINER\Coast Comm College rev1.wpd

			•

CALLAHAN & BLAINE

RETAINER AGREEMENT

This Agreement is entered into by and between <u>Coast Community College District</u> hereinafter referred to as "Client," and CALLAHAN & BLAINE, A Professional Law Corporation, hereinafter referred to as "Attorney."

Client hereby retains Attorney with respect to the submission of bid and receipt of grant from the Orange County Workforce Investment Board relating to the Institute for Women Entrepreneurs program, including the dispute with Rancho Santiago Community College District regard the same, and related services.

Client grants to Attorney the authority to perform services on his behalf, and to do all things which Attorney, in its discretion, may deem necessary, appropriate or advisable including, but not limited to, advising, consulting, negotiating, instituting, defending or maintaining lawsuit(s), action(s) or any other legal proceeding(s), and negotiating settlement.

Any other provision of this agreement notwithstanding, Client understands and agrees that the scope of Attorney's services does not include post-trial motions, appeals, writs or collection activities which services, if necessary and required, shall be compensated based upon the reasonable value of services rendered by reference to Attorney's standard hourly billing rate. Neither shall Attorney provide tax or bankruptcy advice. Upon request, Attorney will refer Client to tax or bankruptcy specialists with whom Client may consult, at Client's discretion.

Client agrees to pay Attorney for all services rendered by Attorney or their agent(s) on behalf of Client, as well as for all costs and out-of-pocket expenses incurred by Attorney or his agent(s) on behalf of Client. Attorney's fees and unpaid costs will be billed monthly with fees charged on an hourly basis. Attorney reserves the right to request Client's advance deposit and/or direct payment of any cost item. On occasion copying will be done by a related thirdparty if cost savings may be generated. Client agrees to the third-party participation in such assignments. Costs and out-of-pocket expenses include but are not limited to, filing fees, investigators, accountants, consultants and other expert fees, document duplication, longdistance telephone calls, text editing, travel and parking costs, messenger services and postage. The telephone charges shall be calculated at one percent (1%) of the monthly fees. Costs for court reporting services will be billed directly by the reporter, Simpson Deposition Services, or such other vendor as may be designated by the Law Firm, which vendors are third party beneficiaries under this Retainer. The same billing arrangements and related third-party beneficiary status shall also apply to videographer's services billed directly to the client by the videographer. Client agrees that all amounts due to client upon settlement or judgment shall be paid after all related vendor invoices have been submitted to Attorney and paid.

Attorney will separately bill for the costs of computer-assisted legal research through electronic research services where it deems the cost of these services justified to best meet the needs of Client. The time billed for use of the electronic research services and the actual time expended in conducting research and formulating search requests on the electronic research services will be reflected on statements as computer-assisted legal research.

Fees shall be for services rendered by Attorney for Client including, but not limited to, preparation, review and revision of documents and pleadings, attending depositions, court appearances, consultations, conferences, negotiations, research, telephone calls, correspondence, travel time and all other services which in the judgment of Attorney are necessary, proper, convenient or required for the prosecution, defense, representation, disposition or disposal of the matter for which Attorney is herein retained.

The parties hereto agree and expect that all monthly statements sent to Client by Attorney shall be paid within ten (10) days of mailing. Such services shall be billed at the standard hourly rates for attorneys, paralegals and law clerks then charged by Attorney.

Each month Attorney will send Client a statement of charges for legal services and costs advanced. Attorney will make every effort to fully describe each service performed and cost item advanced. Client's first monthly statement will show his Retainer Deposit. It will also itemize legal services and charges for costs advanced. Attorney's minimum time charges reflected on Client's monthly statements shall be one-tenth of an hour. The ending balance ("balance due") on each statement will show the difference between Client's Retainer Deposit, the legal services and cost advances charged by Attorney, and the sum required to replenish the Retainer Deposit. Monies owed by Client to Attorney, including monies required to replenish the Retainer Deposit, are due within 10 days of mailing of Attorney's statement. All monies owed Attorney for more than 30 days will accrue interest from the date of invoice at the rate of 10% per annum.

Client's obligation to pay is not contingent upon results as results may vary given the strength of the case and quality of adverse counsel. See Client's Acknowledgment of Obligation to pay for services whether or not successful, attached hereto. Client understands and hereby acknowledges that Attorney has made no guarantees, warranties or predictions regarding the outcome, success or results of any proceedings relating hereto, whether brought by Attorney or defended by Attorney, and all discussions involving Attorney's representation of Client herein is a matter of Attorney's opinion only based upon the facts as stated by Client to Attorney. Neither has Attorney made any representation as to the total amount of fees, costs and out-of-pocket expenses that will be incurred as those figures will necessarily depend on the time that is required to be devoted to the matter, which may also be affected by the tactics and actions taken by the opposing party. Client acknowledges that fees and costs as well as estimates thereof may be affected considerably by the approach others take to the matter such as indulging in excessive discovery, filing unnecessary or inappropriate motions, or failure to comply with discovery, as well as many other factors. Client also acknowledges Attorney's disclosure to Client of the possibility that Client may be required to reimburse the opposing party's attorneys fees and costs,

or a portion thereof, in the event the dispute and related litigation is resolved in favor of the opposing party, as well as court-ordered sanctions resulting from motions brought or defended on Client's behalf. Under such circumstances, Client shall be solely responsible for payment of the Attorney's fees, costs and/or sanctions so awarded, if any.

The Client agree that within sixty (60) days of Attorney mailing his bill to him, the Client will notify the Attorney, in writing, of any questions he has regarding the bill, including, but not limited to, if the service was performed, what the service was, the amount of time spent, and the reasonableness of the service. Client agrees that if he does not notify the Attorney within sixty (60) days, then the Attorney's charge will be conclusively deemed to be fair, accurate, and reasonable, and the Client agrees that he will not in any subsequent proceeding challenge that particular Attorney time or cost entry.

Client understands and agrees that this Agreement and the services to be provided hereunder exists between Client and Callahan & Blaine, A Professional Law Corporation. Attorney retains the right to delegate work to attorneys, paralegals and staff working under the supervision of Attorney, whenever in Attorney's discretion the delegation of such work is appropriate in light of attendant facts and circumstances and potential costs savings.

Both Attorney and Client agree to use their best efforts in furthering the purposes of this Agreement. Client shall always have the right to discharge Attorney and to employ other counsel. Attorney shall also have the option to withdraw from this Agreement at any time if: (1) the financial obligations set forth above are not met by Client, (2) Client has misrepresented or failed to disclose material fact(s) to Attorney, (3) Client fails to be present when required, or (4) Client in any other manner impairs or adversely affects the representation of Client by Attorney. In the event that any of the aforesaid events occur, Client and Attorney agree to execute a Substitution of Attorney at the other's request.

All checks for settlement or in payment of a judgment shall be made payable to Attorney's trust account on behalf of Client, and may be endorsed by Attorney, in Client's name and on Client's behalf, to the extent the payee is otherwise designated. Further, Client hereby grants to Attorney a lien for payment of fees, costs and other sums to be paid by Client to Attorney upon any of the funds that come into possession of Attorney on Client's behalf, whether obtained by Attorney in this or any other matter in which Attorney represents or has represented Client. Client is hereby advised of its right and possible need for independent representation and legal counsel regarding the grant of this lien and has either taken the opportunity to seek such independent legal representation before signing this Agreement or, given Client's level of sophistication and business experience, has chosen not to do so.

Absent further instruction from Client, Attorneys will maintain Client's files relative to this matter for a period of five (5) years following conclusion of Attorney's services hereunder, at which time the files may be disposed of without further notice to Client. Client may ask that its

files be forwarded to Client at anytime prior to the five(5) year anniversary or thereafter if they have not already been disposed of.

Attorney maintains errors and omissions coverage applicable to the services to be rendered hereunder.

Each party who executes this Agreement thereby represents that he/she has the authority to enter into this Agreement and bind the parties hereto, and the execution of this Agreement on behalf of the Client has been approved by its Board of Trustees.

Any controversy between the parties regarding the construction or application of this Agreement, and all claims for damages or other relief based upon or pertaining to this Agreement or its breach, including without limitation disputes concerning fees, costs, malpractice and professional misconduct, or any combination thereof, shall be submitted to binding arbitration without right of appeal (except as specifically provided by law) upon the written request of either party, with all proceedings conducted pursuant to the California Arbitration Act, California Code of Civil Procedure sections 1280 et. seq., before one neutral arbitrator. The arbitrator must be either an attorney licensed in the State of California with at least fifteen (15) years of litigation experience or a retired judge and in either event affiliated with either Judicate West or Judicial Arbitration and Mediation Services ("JAMS") facility located in Orange County, California. In the event the parties for whatever reason fail to reach an agreement on a designated arbitrator within the five day period immediately following mutual acknowledgment to arbitrate or the entry of a Court order compelling arbitration, whichever first occurs, the selection may be made immediately thereafter by the arbitrator's administrative office which shall unilaterally select a panel member with a minimum of 15 years litigation experience or shall be a retired judge. Discovery under the Arbitrator's own rules shall not apply unless both parties so agree in writing. In any such arbitration, the arbitrator must award the prevailing party his arbitration fees. The arbitrator is without discretion and must award these fees. Should the arbitrator fail to do so, the Orange County Superior Court is empowered to review both the facts and the law as to the arbitrator's denial of arbitration fees to the prevailing party. For the purposes of this section, prevailing party is the party which makes positive net recovery in any amount.

This Agreement supersedes all other agreements, whether oral or in writing, between Client and Attorney pertaining to the scope of services described herein. No representations, promises or agreements, whether oral or in writing, have been made or will be binding on either party, unless expressly set forth herein. Any modification of this Agreement or waiver of any of the terms or conditions hereof will be effective only if in writing signed by both parties. Client has been given the opportunity to review this Agreement with independent legal counsel and/or have the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof.

All questions with respect to the construction or interpretation of this Agreement and/or the rights and liabilities of the parties hereto shall be governed by the laws of the State of California with venue proper only in the County of Orange.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, executors, and administrators of the respective parties hereto including, without limitation, any partnerships, corporations or other entities in which the parties hereto may have a controlling interest or position.

This Agreement is executed in duplicate and Client acknowledges receipt of a copy thereof. Attorney accepts said Retainer Deposit upon the conditions and terms herein above set forth.

Executed at Santa Ana,	California on, 2010.
	"ATTORNEY"
	CALLAHAN & BLAINE A Professional Law Corporation
	By: Daniel Callahan
	"CLIENT"
	By: Coast Community College District Print Name: Title:
<u>AC</u>	KNOWLEDGMENT OF RECEIPT
I,retainer agreement.	, acknowledge receipt of this fully-executed

ACKNOWLEDGMENT OF OBLIGATION TO PAY FOR SERVICES WHETHER OR NOT SUCCESSFUL

ANALOGY TO A MEDICAL SERVICES PROVIDER

Callahan & Blaine is paid for its services on an hourly basis and is also reimbursed for costs incurred on behalf of a client. Callahan & Blaine does not guarantee that its efforts will be successful. It is understood by Client that often attorneys do discovery or bring motions that they believe may produce certain results. Sometimes the discovery does not produce what was hoped for or the motions even if successful do not produce the desired result. Client understands that neither an adverse result nor an unsuccessful attempt at discovery will negate the Client's obligation to pay for Attorney's services and costs.

Client understands the practice of law is not a science and that retaining an attorney is analogous to a medical patient's relationship with his critical care physician. Often a patient must undergo several tests in order to determine what is affecting the patient's health. Some of these tests prove negative and don't identify the source of the client's pain or ailment. Similarly in law, some discovery may be attempted, positions taken and motions filed where the hoped for result is not obtained. In the above examples, Client acknowledges that Attorney is entitled to payment for services and expenses just as a physician would be if certain tests administered produce no positive result.

Continuing with the medical analogy, sometimes despite a physician's efforts, the patient succumbs to the illness. Likewise in legal affairs, if a matter does go to trial there is no guarantee that a case will be won and a judgment paid or averted. In either case Client acknowledges its obligation to pay for Attorney's services is not impacted.

CALLAHAN & BLAINE A Professional Law Corporation

RATE SCHEDULE

ATTORNEYS

All Attorneys	\$ 275.00
Michika Shimabe	\$ 275.00
Kristy Schlesinger	\$ 290.00
Sue Y. Park	\$ 325.00
Scott D. Nelson	\$ 325.00
Caroline A. Molloy-	\$ 340.00
Sarah C. Serpa	\$ 350.00
David J. Darnell	\$ 360.00
John W. Hurney	\$ 360.00
James R. Rouse	\$ 360.00
Douglas M. Carasso	\$ 360.00
Kimberly A. Carasso	\$ 375.00
Marc P. Miles	\$ 375.00
David E. Hayen	\$ 375.00
Kathleen Dunham	\$ 375.00
Jill A. Thomas	\$ 375.00
Javier II. Van Oordt	\$ 395.00
Tae J. Im	\$ 395.00
Brian J. McCormack	\$ 440.00
Michael J. Sachs	\$ 460.00
Edward Susolik	\$ 475.00
Stephen E. Blaine	\$ 525.00
Daniel J. Callahan	\$ 650.00

PARALEGALS

All Paralegals	\$	90.00
Supervising Paralegal	\$	155.00
Paralegal	-\$	95.00

SERVICES

Photocopies	per page	\$.30
Word Processing		\$ 25.00 /hr
Certified Computer Specialist		\$ 165.00 /hr

G:\DJC\RETAINER\Coast Comm College 03.wpd

		1
		·
	•	

Pearson VUE Authorized National Test Center Agreement

Exhibit A					
Site ID # (Do not complete Pearson VUE will fill in the Site ID#)					
National Test Center Name Coastline (College Testing Center				
Installation Name Pensacola NAS					
Address 250 Chambers Avenue, Buil	lding 634				
City NAS Pensacola State FL	Country USA Postal Code 32508				
Web Address (if applicable) http://mili					
All other Exhibit A's are deleted in their entirety and replaced with this Exhibit A effective as of the date signed by Pearson VUE. Provided Exhibit A is signed prior to the 20 th day of any month the payment schedule will start in that month. If Exhibit A is signed after the 20 th of the signature month the payments will begin on the 1 st day of the following month. Payments—Military Installation Pearson VUE will pay Company the Delivery Fee of \$10.00 USD per Test. Pearson VUE will not pay Company the Fees for Tests cancelled on or before the day for which the Test was scheduled. For any Candidate who does not take a scheduled Test before the end of the day on which it was scheduled to be taken, Pearson VUE will pay Company 50% of the Fees. Notwithstanding anything else herein, Pearson VUE shall only pay Company \$20.00 per Test delivered for the following Sponsors: i) Excelsior College; ii) Excelsior College Funded Military; iii) Uexcel; or iv) GMAT. Commercial General Liability Insurance Limit–North America The Commercial General Liability Insurance policy, if applicable, shall have a combined limit of at least \$1,000,000 per occurrence. If Company maintains a formal self-insurance program, Company will provide					
Written House of this in the form of a fetter some	on Company letterhead or other written documentation.				
Company	NCS Pearson, Inc.				
Signature	Signature				
Print Name	Print Name				
Title President, Board of Trustees	Title				
Date	Date				
Email address					

Proprietary and Confidential

Page 1 of 1

070102 NTC Ex A no mins



DEPARTMENT OF THE NAVY

NAVAL CONSTRUCTION BATTALION CENTER 4902 MARVIN SHIELDS BLVD GULFPORT, MISSISSIPPI 3950 1-5001

NREPLY REFER TO: NCBC 1560 Ser 10/410 3 Dec 09

MEMORANDUM OF AGREEMENT BETWEEN

COMMANDING OFFICER, NAVAL CONSTRUCTION BATTALION CENTER, GULFPORT

AND

COAST COMMUNITY COLLEGE DISTRICT, (COASTLINE COMMUNITY COLLEGE)

Subj: MEMORANDUM OF AGREEMENT (MOA) FOR SERVICES BETWEEN NCBC AND COAST COMMUNITY COLLEGE DISTRICT, (COASTLINE COMMUNITY COLLEGE)

- 1. This Memorandum of Agreement (MOA) is entered into between the Naval Construction Battalion Center (NCBC) Gulfport, Mississippi, and Coast Community College District, (Coastline Community College). The Director of the Navy College Office (NCO) shall administer this agreement for the Commanding Officer (CO), NCBC. Dean, Military/Contract Education Programs (or designee) shall administer this agreement for Coast Community College District, (Coastline Community College).
- 2. The institution named above will provide academic assistance to active duty personnel, reservists, eligible retired military personnel, the Department of Defense employees, civilians and the adult family members of the previously mentioned categories serving on board NCBC, and serving at additional commands serviced by the NCBC Navy College Office. This MOA will be from 1 January 2010 through 31 December 2010.
- 3. The following provisions pertain to the MOA:
- a. Advisement services will be provided in Navy College Office, Room 239, 2ND Floor, of Building 60, between the hours of 0800 and 1500 on Wednesdays and Thursdays except during Federal Holidays. Any deviation to said hours will be coordinated through the NCO Director.
- b. The institution will maintain visitors' logs and submit them to the NCO on a monthly basis.

- Subj: MEMORANDUM OF AGREEMENT (MOA) FOR SERVICES BETWEEN NCBC AND COAST COMMUNITY COLLEGE DISTRICT, (COASTLINE COMMUNITY COLLEGE)
- c. Group briefings or presentations made on board the installation by the representative of the institution will be coordinated through the NCO Director.
- d. The institution representative may solicit enrollments in any academic program except those which are offered on board the installation by other institutions.
- e. Utilities and office space will be provided by the installation.
- f. Business will be conducted by commercial phone lines. All costs will be borne by the installation.
- g. All publicity generated by the institution will be coordinated through the NCO Director.
- h. All personnel employed by the institution will adhere to U.S. Government and local base regulations regarding standards of conduct and security. Employees will fulfill local base requirements established as a condition of entry to the installation.
- i. Employee's salaries will not be based upon the number of persons solicited or enrolled in their programs. This includes, but is not limited to, paying commissions, bonuses, or any other incentive award(s) to induce students to enroll in the institution's particular program.
- j. This MOA can be terminated, by either party, by a written notice to the other party thirty working days prior to the date of intended termination.
- k. This MOA contains the entire understanding between the parties mentioned, relating to the subject matter contained herein and supersedes any prior agreements, arrangements, communications or representations, whether oral or written. This agreement may not be amended, altered, modified, or changed, except in writing and signed by both parties.

- Subj: MEMORANDUM OF AGREEMENT (MOA) FOR SERVICES BETWEEN NCBC AND COAST COMMUNITY COLLEGE DISTRICT, (COASTLINE COMMUNITY COLLEGE)
- 1. The contract clauses of the Federal Acquisition Regulations (FAR) listed hereinafter are an integral part of this agreement. The complete texts of the listed FAR's are available in the office of the CO or any Navy Regional Counsel Office:
 - (1) FAR 52.203.3 Gratuities
 - (2) FAR 52.222-26 Equal Opportunities
- (3) FAR 52.203.05 Covenant Against Contingent Fees (1958 JAN)
 - (4) FAR 52.222-36 Affirmation Action Handicapped
 - (5) FAR 52,237-2 Protection of Government Building
 - (6) FAR 52.228-5 Work on Government Installations
- 4. "Advisement services" refer to academic counseling to explain college degree options and requirements, enrollment procedures and financial aid information.
- 5. The parties, mentioned above, have caused this agreement to be executed.

Coast Community College District, (Coastline Community College) President, Board of Trustees E. W. BROWN

Captain, Civil Engineer Corps United States Navy Commanding Officer

	•		
,			
	_	•	
			•

VAULT LEASE

LEASE COVERING PREMISES LOCATED AT
16700 Skyline Drive
La Habra Heights (La Habra TV)
Los Angeles County, California 90631

LESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.
95-6002272

TENANT AGENCY

California Highway Patrol (State of California)

Camorma

File No.: 1849-001 Project No.: 130355

LESSOR

Coast Community College District

PREAMBLE

THIS LEASE, dated for reference purposes only, February 23, 2010 is made by and between Coast Community College District hereinafter called LESSOR, and the State of California, acting by and through the Director of the Department of General Services, with the consent of the California Highway Patrol (CHP), hereinafter together called the STATE as LESSEE;

RECITALS

WHEREAS, the LESSOR has under its jurisdiction certain communications facilities located in the County of Los Angeles, State of California, commonly known as the La Habra Heights Communication Site.

WHEREAS, pursuant to Government Code Section 14669, the Director of General Services, with the consent of the California Highway Patrol, is authorized to assist State agencies in leasing specialized facilities in privately owned space if the Director deems such leasing is in the best interests of the STATE; and

WHEREAS, LESSEE desires to maintain its communications facility at La Habra Heights, to include:

- one Kreco, model CO-41AN omni type antenna (CHP) mounted on the tower at 65 feet.
- · one Sinclair model SD-110 omni type antenna (CHP) mounted on the tower at 60 feet,
- one Gabriel model GLF8-940 6-foot grid dish antenna (DGS) mounted on the tower at 60 feet,
- one Kreco model CO-41A omni type antenna (CHP) mounted at 60 feet on the tower.
- and two standard racks' space in the existing vault.

Lessor's antenna tower and real property are located approximately 1500 feet southeasterly of the intersection of Gotera Drive, Hacienda Heights within the City of La Habra Heights' boundaries, Los Angeles County, California.

NOW THEREFORE, it is mutually agreed as follows:

WITNESSETH

DESCRIPTION

- 1. The LESSOR hereby leases unto the LESSEE and the LESSEE hereby hires from the LESSOR those certain Premises consisting of
 - one Kreco, model Co-41AN omni type antenna (CHP) mounted on the tower at 65 feet,
 - one Sinclair model SD-110 omni type antenna (CHP) mounted on the tower at 60 feet.
 - one Gabriel model GLF8-940 6-foot grid dish antenna (DGS) mounted on the tower at 60 feet,
 - one Kreco model CO-41A omni type antenna (CHP) mounted at 60 feet on

the tower.

· and two standard racks' space in the existing vault.

Lessor's antenna tower and real property are located approximately 1500 feet southeasterly of the intersection of Gotera Drive, Hacienda Heights within the City of La Habra Heights' boundaries, Los Angeles County, California.

USE

2. LESSEE is leasing the Premises for operating and using a radio relay station, together with the necessary appurtenances thereto.

TERM

3. The original term of this lease shall be for ten (10) years (the "Term") to commence on January 1, 2010 (the "Commencement Date") and shall end on December 31, 2019 (the "Expiration Date"), with such rights of termination as may be hereinafter expressly set forth.

EARLY TERMINATION

4. The LESSEE may terminate this Lease at any time by giving written notice to the LESSOR at least thirty (30) days prior to the date when such termination shall become effective.

RENT

5. Rent shall be paid by the LESSEE to LESSOR (from legally available funds) quarterly in arrears each year during the term of this Lease; the beginning sum of Thirteen Thousand Two Hundred (\$13,200) hereinafter called "Rent". Annually on the anniversary of the Commencement Date during the remaining term of this Lease, Rent shall increase according to the schedule below.

	<u>TERM</u>	<u>ANNUAL</u>	<u>PAYMENT</u>
	January 1, 2010 to December 31,		\$13,200.00
	January 1, 2011 to December 31,		\$13,464.00
	January 1, 2012 to December 31,		\$13,733.28
4.	January 1, 2013 to December 31,	2013	\$14,007.95
5.	January 1, 2014 to December 31,	2014	\$14,288.10
6.	January 1, 2015 to December 31,	2015	\$14,573.87
7.	January 1, 2016 to December 31,	2016	\$14,865.34
8.	January 1, 2017 to December 31,	2017	\$15,162.65
9.	January 1, 2018 to December 31,	2018	\$15,465.90
10.	January 1, 2019 to December 31,	2019	\$15,775.22

Rent shall be paid to the LESSOR at the address specified in the Notices Section below or to such other address as the LESSOR may designate by a notice in writing.

PRORATIONS

6. Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rent herein specified based on a 30 day month and on the actual number of days the LESSEE occupies the Premises.

EXTENSION

7. LESSEE shall have the option to renew this contract as part of the original agreement for additional periods of four (4), five (5) year terms, unless LESSEE provides LESSOR written notice of its intention not to extend the Term no later than (90) days prior to commencement date of the succeeding Extension Term, notwithstanding LESSEE's right of early termination as may be hereinafter expressly set forth. The first Extension Term of this Lease shall commence on January 1, 2020 and shall end on December 31, 2024. Rent payable during any Extension Term shall be adjusted to a market Rent as agreed to between the LESSOR and LESSEE.

HOLDOVER

8. In the event the LESSEE remains in possession of the Premises after the

expiration of the Lease Term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

NOTICES

9. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To LESSOR: Coast Community College District

Fiscal Affairs Office 1370 Adams Avenue Costa Mesa, CA 92626

To LESSEE: State of California

Department of General Services Real Estate Services Division Lease Management A – 1849-001

707 Third Street, 5th Floor

West Sacramento, CA 95605-2811

Telephone: (916) 375-4171 Facsimile: (916) 375-4173

Attn: OCIO/PSCD Site Management 601 Sequoia Pacific Boulevard Sacramento, CA 95814-0282 Telephone: (916) 657-9327 Facsimile: (916) 657-9233

To LESSEE:

California Highway Patrol Telecommunications Section

P.O. Box 942898

Sacramento CA 94298-0001 Telephone: (916) 375-2901 Facsimile: (916) 375-2906

In all notices and correspondence, reference tenant agency, the Premises address, and the LESSEE'S File #1849-001. Notice of change of address, telephone or fax number shall be given by written notice in the manner described in this Paragraph. LESSEE is obligated to notice all LESSEE offices listed above and the failure to provide notice to all LESSEE offices will be deemed to constitute a lack of notice.

INTERFERENCE

10. A. The LESSOR avers that the LESSEE is responsible for the LESSEE'S existing Public Safety Network System (PSNS), used to support all types of radio, digital, microwave, and fiber optic communications of the State of California. Communication equipment installed by the LESSOR'S tenants subsequent to this lease between the LESSOR and the LESSEE shall be engineered to the LESSEE'S existing PSNS installation, to insure compatibility. LESSOR agrees that its subsequent tenants shall install, maintain, and operate their electronic equipment in accordance with the highest engineering standards prevailing in the communications industry.

- b. Whenever possible/practical the LESSEE agrees to cooperate with the LESSOR and any of its future tenants to minimize technical interference between the telecommunication activities of the LESSEE and the LESSEE'S Sub-Lessees, and the LESSOR and any of its future tenants.
- c. In the event the LESSOR'S subsequent and/or future non-government tenants, whether from an engineering, installation, operation or maintenance of equipment, or any other cause, hinders, interferes with, or obstructs radio or electronic equipment owned or operated by the LESSEE to support the LESSEE'S PSNS, the LESSOR shall at its own cost and expense remedy the interference caused by the LESSOR'S subsequent and/or future tenants.

UTILITIES & SERVICES

11. LESSOR shall provide commercial electric service at no additional cost to LESSEE, to be used jointly by LESSEE and any other parties designated by LESSOR. In the event LESSEE pays a separate electrical or other utility charge or any other charges payable in connection with LESSEE's use of said Premises during the term of this Lease, invoices for LESSEE's separate payment of utilities shall be sent to the California Highway Patrol Office of Administrative Services, Telecommunications Program Support Unit, P.O. Box 942898, Sacramento CA 94298-0001, Telephone No.: (916) 843-4200; Facsimile: (916) 843-4281.

ADDITION OF SERVICES & UTILITIES

12. It is mutually agreed that the LESSEE shall have the right to run electric lines, telephone lines and/or other communication facilities to the Premises and shall have the right of ingress and egress to and from the same over other lands owned by the LESSOR, adjacent to the Premises along the course or courses designated by the LESSOR. Cost of installation shall not be the responsibility of the LESSOR.

SERVICE CONTACTS

13. Within fifteen days after occupancy of the Premises by the LESSEE, LESSOR shall provide the LESSEE with the name, address and telephone number of an agency or person convenient to the LESSEE as a local source of service regarding the LESSOR'S responsibilities under this lease as to repairs, maintenance and servicing of the Premises and any or all related equipment, fixtures and appurtenances.

ACCESS

14. LESSEE shall have a key to the La Habra Heights Telecommunication Site, and all gate keys, and may, through its authorized agents, enter upon the Telecommunications Site to the Premises at any time.

WEED ABATEMENT

15. LESSOR shall perform or contract for weed abatement to meet standards of the Los Angeles County Fire Department and comply with generally recommended fire prevention practices subject to radio restrictions contained in this Lease. LESSEE shall maintain a defensible area around the Telecommunications Site.

ROAD ACCESS

16. LESSOR hereby grants to LESSEE a non-exclusive right to use during the term of this lease, the driveway, parking area and utility access that serves the telecommunications site at La Habra Heights. LESSEE shall exercise said right through its authorized agents, employees, contractors, or servants whenever it is necessary for them or any of them to have access to LESSOR'S facilities, now or hereafter located on said telecommunications site at La Habra Heights.

ROAD MAINTENANCE

17. LESSOR shall maintain all access roadways under its control from the nearest public roadway to the Telecommunications Site in a manner similar to the conditions on the commencement date of this lease. LESSOR shall be responsible for maintaining and repairing such roadways, at its sole expense. LESSEE agrees to promptly repair any abnormal or excessive road damage to such roadways solely caused by LESSEE'S use, including such road surface protective features as water

drains, berms, and culverts.

INSPECTION

18. LESSOR reserves the right to enter and inspect the Telecommunications Site and the LESSEE's Premises at reasonable times, with the prior written consent of the LESSEE.

INSURANCE

- 19. The LESSOR understands and agrees to the following:
- a. The State of California has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program.

The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program.

- b. Under this form of insurance, the State and its employees (as defined in Section 810.2 Government Code) are insured for any tort liability that may develop through carrying out official activities, including State official operations on non-State owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the: Attorney General, State of California, Tort Liability Section, 1300 I Street, Sacramento, California 95814. Claims arising from operations of a State-owned vehicle should be forwarded to the: Office of Risk and Insurance Management, Auto Self-Insurance, 707 Third Street, West Sacramento, California 95605.
- c. The State of California has entered into a Master Agreement with the State Compensation Insurance Fund to administer worker compensation benefits for all State employees, as required by the Labor Code.

SUBROGATION

20. To the extent authorized by any fire and extended coverage insurance policy issued to the LESSOR on the herein described Telecommunications Site, the LESSOR hereby waives the subrogation rights of the insured, and releases the LESSEE from liability for any loss or damage covered by said insurance.

HOLD HARMLESS

21. LESSEE does hereby agree to indemnify and save LESSOR harmless from any damage proximately caused by LESSEE, or arising out of, or in any way connected with the exercise by LESSEE of any rights herein granted or that may arise from use of the Premises by LESSEE, to the extent legally permissible by Government Code Section 14662.5 et seq. except to the extent that any such damages or expenses suffered by LESSOR are the result of any persons acting under or on behalf of LESSOR; except where LESSOR or LESSEE, as applicable, are found to have no liability by reason of any immunity arising by statute or common law.

If any party to this lease is held liable upon any judgment for damages caused to third parties by a negligent, intentional or wrongful act or omission occurring in the performance of this lease and pays excess of its pro rata share in satisfaction of such judgment, such party shall be entitled to contribution from the other party to this lease. The pro rata share of each party shall be determined according to the comparative fault of the respective party (ies), as between them.

SURRENDER OF POSSESSION

22. a. Upon termination or expiration of this lease, LESSEE shall peaceably and quietly leave, surrender, and yield to the LESSOR, all and singular, the Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted. Upon termination, a qualified representative of the LESSOR shall inspect the Telecommunications Site to determine that the Premises were left in accordance to the terms specified.

b. In the event LESSEE's tenancy has resulted in damage to the Premises, the LESSEE shall assume liability for the cost to restore the Premises to its prior condition.

The LESSEE shall have no duty to remove any improvements or fixtures placed by it on the land or to restore any portion of the land altered by it, save and except in the event the LESSEE elects to remove any such improvements or fixtures and such removal causes damages or injury to the land, and then only to the extent of any such damage or injury.

TAXES

LESSOR shall pay all real property taxes assessed on the LESSOR's real property. The LESSEE agrees to pay all lawful taxes, assessments or charges that at any time may be levied by any public entity upon any interest in the LESSEE's improvements by reason of LESSEE's use or occupancy thereof.

DESTRUCTION OF PREMISES

24. If the Telecommunications Site is partially or totally destroyed or damaged by fire or other casualty so that the leased area is not tenantable as determined by LESSEE, LESSEE may terminate this lease upon thirty days written notice to LESSOR and no further rental will be due.

SUBLET & ASSIGN

25. The LESSEE shall not assign this lease or sublet said facility to non-State users without prior written consent of the LESSOR, which consent shall not be unreasonably withheld. An assignment without the written consent of the LESSOR is void and will terminate the lease at the option of the LESSOR. LESSOR may assign their rights and interests in said lease without LESSEE's permission.

SUBSTITUTION

26. State agencies are interchangeable as to this Lease. The LESSEE reserves the right to substitute agencies and such substitution shall not be construed as an event of assignment or subletting.

ORAL AGREEMENTS

27. It is mutually understood and agreed that no alterations or variations of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

QUIET POSSESSION

28. The LESSOR agrees that the LESSEE, while keeping and performing the covenants herein contained, shall at all times during the existence of this lease, peaceably and quietly have, hold, and enjoy the Premises without suit, trouble, or hindrance from the LESSOR or any person claiming under the LESSOR.

ALTERATIONS TO PREMISES

29. The LESSEE shall have the right during the existence of this lease, with written consent of the LESSOR, such consent not to be unreasonably withheld, to make alterations to the fixtures or personal property and erect additions, structures or signs. Such items so placed in or upon or attached to the Telecommunications Site or the under this lease shall be and remain the properties of the LESSEE and may be removed there from by the LESSEE prior to the termination or expiration of this lease or any renewal or extension thereof, or within a reasonable time thereafter.

CAL-OSHA

30. The Lessor must provide safe working conditions around Poles, Towers and Ladders, Working space "maintenance aisles," or "wiring aisles," between equipment frame lineups in telecommunications centers in keeping with California Code of Regulations Title 8, OSHA, Article 1.

Telecommunications Subchapter 21, Section 8600 et.al.; and must meet requirements for egress required by Article 4 of the California General Industry Safety Orders for its telecommunications shelter.

PERSONAL PROPERTY

31. It is mutually agreed by and between the parties that the LESSEE will have the exclusive use of all of LESSEE's personal property on the La Habra Heights Telecommunications Site during the term of the lease.

BUDGET CONTINGENCY CLAUSE

32. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the LESSEE shall have no liability to pay any funds whatsoever to LESSOR or to furnish any other considerations under this Agreement and LESSOR shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the LESSEE shall have the option to either cancel this Agreement with no liability occurring to the LESSEE, or offer an agreement amendment to LESSOR to reflect the reduced amount.

BINDING

33. All terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors or assigns to the respective parties hereto. All parties shall be jointly and severally liable hereunder

ESSENCE OF TIME

34. Time is of the essence for each and all of the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto.

IN WITNESS WHEREOF, this lease has been exec below.	uted by the parties hereto as of the date written
STATE OF CALIFORNIA:	LESSOR:
DIRECTOR OF THE DEPARTMENT	COAST COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES
OF GENERAL SERVICES	DIGITAGE BOARD OF TROOTEED
By	By MR. JERRY PATTERSON BOARD PRESIDENT
Date Signed:	Date Signed:
APPROVAL RECOMMENDED:	
DEPARTMENT OF GENERAL SERVICES REAL ESTATE SERVICES DIVISION	
ByMARK MCGUIRE, Real Estate Officer Date Signed:	



Mobile Modular Management Corporation

11450 Mission Blvd.

MIRA LOMA, CA 91752 Phone: (951) 360-6600 Fax: (951) 360-6622 www.MobileModularRents.com

Lease Agreement
Contract: 220001096.1
Contract Term: 8 Months Date Printed: 03/26/2010 Start Rent Date: 07/01/2010

Custo	omer & Site Information	Mobile Modular Contact
Customer Information: Coast CCD 1370 Adams Ave Bldg D Costa Mesa, CA 92626 Ardith Richey arichey@mail.cccd.edu (714) 438-4690 (714) 438-4731	Site Information: Coast CCD 1370 Adams Ave Orange Coast College Costa Mesa, CA 92626 ffonseca@occ.cccd.edu	Questions? Please Contact: David Morgan David.Morgan@MobileModularRents.com Direct Phone: (951) 360-6600
	Customer PO/Reference: Exp: // By:	All other inquiries: (951) 360-6600

Pro	oduct Informatio Qty		Extended Manual Land	
Office, 72x60 HCD (NonStd) Non-Standard Configuration. Size excludes 3' towbe	1	Monthly Rent \$5,142.00	Extended Monthly Rent T \$5,142.00	axable Y
RNT, Ramp Deck & Ramp Into Captains Table Building C		\$545.00	\$545.00	Υ
Office, 84x60 HCD (NonStd) Non-Standard Configuration. Size excludes 3' towba	1 nr.	\$5,900.00	\$5,900.00	Υ
RNT, Ramp Front Deck & Ramp To Offices/Classrooms Building A Rear Deck & Ramp Into Offices/Classrooms Building A	2 A	\$545.00	\$1,090.00	Υ
Restroom, 12x60 HCD (NonStd) Restroom Building. Non-Standard Configuration. Siz	1 e excludes 3' tow	\$2,425.00 bar.	\$2,425.00	Y
RNT, Miscellaneous Mobile Kitchen & Prep Trailers	1	\$27,891.00	\$27,891.00	Y
RNT, Miscellaneous (11) Air Conditioning/Heat Units (Customer responsi	11 ble for electrical o	\$270.00 connections and win	\$2,970.00 e in of thermostats)	Υ
RNT, Miscellaneous Culinary Lab Building G	1	\$15,352.00	\$15,352.00	Υ
RNT, Miscellaneous Grill Area Building D	1	\$23,642.00	\$23,642.00	Υ
RNT, Miscellaneous Production Area Building E	1	\$29,873.00	\$29,873.00	Y
RNT, Miscellaneous Loading/Storage Building F	1	\$9,153.00	\$9,153.00	Y
RNT, Ramp Ramp & Decking Around MKUSA units	. 1	\$11,664.00	\$11,664.00	Υ
RNT, Miscellaneous (5) 119 Gal. High Recovery Natural Gas Water Heate	5 ers (Customer res	\$270.00 ponsible for utility c	\$1,350.00 connections to hot water hea	Y ters)
				•

Charges Upon Delivery:	Qty	Charge Each	Total One Time Taxable
Office, 72x60 HCD (NonStd) Modifications Block and Level Building (B1) Delivery Haulage 12 wide Delivery Haulage Permit 12 wide Drawings, Upgraded Foundation 72x60	1	\$4,480.00	\$4,480.00 Y
	1	\$6,300.00	\$6,300.00 N
	6	\$382.05	\$2,292.30 N
	6	\$75.00	\$450.00 N
	1	\$780.00	\$780.00 N

220001096, Printed: 03-26-2010 10:28AM

Thank you for contacting Mobile Modular.

Page 1 of 8



Mobile Modular Management Corporation 11450 Mission Blvd.

MIRA LOMA, CA 91752 Phone: (951) 360-6600 Fax: (951) 360-6622 www.MobileModularRents.com

Lease Agreement
Contract: 220001096.1
Contract Term: 8 Months
Date Printed: 03/26/2010 Start Rent Date: 07/01/2010

Wet Stamped Engineered				
Install 6' Pass Through	6	\$1,800.00	\$10,800.00	N
Installation, Ramp Captains Table	1	\$900.00	\$900.00	Ñ
Installation, Skirting, Wood Install Foundation, Tiedown (Bivi)	264	\$14.00	\$3,696.00	Υ
instail Foundation, Hedown (BM)	56	\$115.00	\$6,440.00	Υ
			\$36,138.30	
Office, 84x60 HCD (NonStd)				
Modifications	1	\$5,850.00	\$5,850.00	Υ
Block and Level Building (B2) Delivery Haulage 12 wide	1	\$7,350.00	\$7,350.00	Ν
Delivery Haulage Permit 12 wide	7 7	\$382.05	\$2,674.35	N
Installation, Ramp 84x60	2	\$75.00 \$900.00	\$525.00	N
Installation, Skirting, Wood	288	\$900.00 \$14.00	\$1,800.00 \$4,032.00	N Y
Install Foundation, Tiedown (Bivl)	56	\$115.00	\$6,440.00	Ϋ́
			\$28,671,35	•
Restroom, 12x60 HCD (NonStd)		•		
Block and Level Building (A3)	1	\$200.00	****	
Delivery Haulage 12 wide	i	\$200.00 \$382.05	\$200.00 \$382.05	N N
Delivery Haulage Permit 12 wide	i	\$75.00	\$75.00	N
Installation, Skirting, Wood	144	\$14.00	\$2.016.00	Ÿ
Install Foundation, Tiedown (BlvI)	14	\$115.00	\$1,610.00	Ý
			\$4,283.05	
RNT, Production Kitchen Units Delivery	8	\$545.00	\$4,360.00	N
BNT Inh 9 Bokon Links Delivers		•	·	14
RNT, Lab & Bakery Units Delivery	3	\$545.00	\$1,635.00	N
RNT,Loading Dock Units Delivery	3	\$545.00	\$1,635.00	N
Install Skirting Around Kitchen Units	4	\$40.00E.00		
•	1	\$10,665.00	\$10,665.00	N
RNT, Grill Units Delivery	3	\$545.00	\$1,635.00	Ν
RNT, Delivery Captains Table Units	3	\$545.00	\$1,635.00	N
Security Deposit	1	\$82,000.00	\$82,000.00	N
	Taxes on	One-Time Charges:	\$3,024.36	
	Estimated Charges upon De	elivery (incl Taxes):	\$93,682.06	
	First Month	s Rent (incl Taxes):	\$148,653.49	
		Security Deposit:	\$82,000.00	
	Estim	ated Initial Invoice:	\$324,335.55	

Charges Upon Return:	Qty	Charge Each	Total One Time T	axable
Office, 72x60 HCD (NonStd) Prepare Equipment For Removal (B1) Removal, Ramp Captains Table Removal, Skirting, Wood (Dispose) Removal, Tiedown Return Haulage 12 wide Return Haulage Permit 12 wide	1 1 264 56 6 6	\$3,600.00 \$800.00 \$3.00 \$25.00 \$382.05 \$75.00	\$3,600.00 \$800.00 \$792.00 \$1,400.00 \$2,292.30 \$450.00 \$9,334.30	22222
Office, 84x60 HCD (NonStd) Prepare Equipment For Removal (B2) Removal, Ramp 84x60 Office Removal, Skirting, Wood (Dispose)	1 2 288	\$4,200.00 \$800.00 \$3.00	\$4,200.00 \$1,600.00 \$864.00	N N N



Mobile Modular Management Corporation 11450 Mission Blvd.

MIRA LOMA, CA 91752

Phone: (951) 360-6600 Fax: (951) 360-6622

www.MobileModularRents.com

Lease Agreement

Contract: 220001096.1 Contract Term: 8 Months Date Printed: 03/26/2010 Start Rent Date: 07/01/2010

56 7 7	\$25.00 \$382.05 \$75.00	\$1,400.00 \$2,674.35 \$525.00 \$11.263.35	N N N
1 144 14 1	\$150.00 \$3.00 \$25.00 \$382.05 \$75.00	\$150.00 \$432,00 \$350.00 \$382.05 \$75.00 \$1.389.05	N N N N N
8	\$545.00	\$4,360.00	N
3	\$545.00	\$1,635.00	N
3	\$545.00	\$1,635.00	N
3	\$545.00	\$1,635.00	N
3	\$545.00	\$1,635.00	N
	7 7 7 1 144 14 1 1 8 3 3	7 \$382.05 7 \$75.00 1 \$150.00 144 \$3.00 14 \$25.00 1 \$382.05 1 \$75.00 8 \$545.00 3 \$545.00 3 \$545.00 3 \$545.00	7 \$382.05 \$2,674.35 7 \$75.00 \$525.00 \$11.263.35 \$11.263.35 1 \$150.00 \$150.00 144 \$3.00 \$432.00 14 \$25.00 \$350.00 1 \$382.05 \$382.05 \$75.00 \$75.00 \$1.389.05 8 \$545.00 \$4,360.00 3 \$545.00 \$1,635.00 3 \$545.00 \$1,635.00

Special Notes

In the event of any conflicts between the Terms and Conditions of the District's Purchase Order and Mobile Modular's Lease Agreement, the latter shall prevall. Kitchen related set up/tear down charges are not included in the above pricing. Mobile Kitchens USA time and materials (T&M) fees to Mobile Modular Management Corporation to be charged to tessee at actual cost plus (eight) 8 percent; items include, but not limited to: installation/removal of selsmic tiedowns, or any items not specifically listed in this contract. Mobile Kitchens USA Exhibit "A" is included as part of this contract.

Kitchen related set up/tear down fees (time and material) will be charged at \$70 per hour per technician sent to install, repair or un-install equipment, including all travel time to and from the Lessee's site, Lessee will be charged for all materials and supplies.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings and for containers with offices. No minimum cleaning charge applies for storage containers. If assessed, cleaning charges will be based on the condition of the returned unit.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer
 acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this
 agreement for the above named customer.
- · Rent will be billed in advance every 30 calendar days.

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Office, 84x60 HCD (NonStd)	1	1100	\$226,800.00
Restroom, 12x60 HCD (NonStd)	1	1010	\$102,273.00



Mobile Modular Management Corporation 11450 Mission Blvd.

MIRA LOMA, CA 91752 Phone: (951) 360-6600 Fax: (951) 360-6622 www.MobileModularRents.com

Office, 72x60 HCD (NonStd)

Contract: 220001096.1 Contract Term: 8 Months Date Printed: 03/26/2010 Start Rent Date: 07/01/2010

Lease Agreement

1099

1

\$194,400.00



Mobile Modular Management Corporation 11450 Mission Blvd.

Mira Loma, CA 91752-1015 Phone: (951) 360-6600 Fax: (951) 360-6622

www.MobileModularRents.com

Lease Agreement

Contract: 220001096,1 **Contract Term: 8 Months**

.

The Supplemental Lease Terms and Conditions and Additional Advisory Information for Lessee or Buyer provisions are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sale discretion, and can be reviewed in the e-Customer Services section of the Lessor's web site at [http://www.MobileModularRents.com/ContractTerms]. The Lessee hereby confirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions and Additional Advisory information.

> Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

• The parties hereto, MOBILE MODULAR MANAGEMENT CORPORATION, a California corporation, as lessor (the "Lessor") and lessee ("Lessee", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

LESSOR:	LESSEE:
Mobile Modular Management Corporation	Coast CCD
By:	By:

ATTACHMENT A

LEASE TERMS AND CONDITIONS

- 1. LEASE, Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on any Lease Agreement hereto (the "Equipment") on the terms and conditions set forth herein. Each such Lease Agreement (an "Agreement") and the lease provisions on the Lessor's website at [http://www.MobileModularRents.com/ContractTems] (the "incorporated Provisions"), to the extent incorporated by reference into such Agreement, together with these Lease Terms and Conditions (the "Lease Agreement"), to the extent incorporated by reference into such Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in such Agreement under "Product information". Capitalized terms used but not defined in this Master Lease Agreement shall have the meanings set forth in the applicable Agreement. In the event of a conflict between this Master Lease Agreement or the Incorporated Provisions and the Agreement, the Agreement shall control.
- 2. LEASE TERM. The Lease shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "Lease Term"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. Lessee shall have no right to terminate the Lease prior to the expiration of the Lease Term; provided that, in the event that Lessee surrenders the Equipment to Lessor prior to the completion of the Lease Term, the Lease Term shall cease upon the later to occur of (i) the date when Lessee shall have complied with Section 3 and (ii) Lessee has paid to Lessor an early termination fee to be determined by Lessor in its sole discretion, Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or satting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or satting up the Equipment. delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment, if any delay in obtaining, delivering or setting up the Equipment is caused by failure of the afte to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.
- 3. RETURN OF EQUIPMENT. Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment (except that Equipment consisting of containers requires only 10 days' notice). Please review the incorporated Provisions on the website at [http://www.MobileModularRents.com/ContractTerms] for the conditions under which the Equipment must be
- 4. HOLDING OVER; LEASE EXTENSION. If Lessee (a) falls to notify Lessor of the intended return of Equipment as required under Section 4. Notified over; Leade Extension, it leased (a) law to homy Leason of the intended return of equipment as required under <u>Section 4(a)</u> of the incorporated Provisions, (b) fails to prepare the Equipment for diamantle as required under <u>Section 4(a)</u> of the incorporated Provisions, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this event, Lessor may establish a revised rental rate for such



Mobile Modular Management Corporation 11450 Mission Blvd.

Mira Loma, CA 91752-1015

Phone: (951) 360-6600 Fax: (951) 360-6622

www.MobileModularRents.com

Lease Agreement

Contract: 220001096.1 Contract Term: 8 Months

extended Lease Term, which revised rental rate shall constitute the Monthly Rent for such extended Lease Term following completion of the initial Lease Term. Dismantle, charges upon return and other charges related to the return of the Equipment may also be revised by Lessor for such extended Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

(a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and

(b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) Inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

- 6. SECURITY DEPOSIT. Upon the signing of any Agreement, Lessee shall provide to Lessor the Security Deposit specified in such Agreement. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any Interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, Including without limitation Lessee's Indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has compiled with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.
- 7. ASSIGNMENT. Lessee will not assign, convey, transfer, or hypothecate its interest, or any part thereof, in and to any Lease or the Equipment, whether voluntarily or involuntarily, without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or hypothecation, whether voluntary or involuntary, shall be null and void, and upon any such attempted assignment, conveyance, transfer, or hypothecation, Lessor may, at its option, terminate the Lease, Lessor may, at its option and without the prior approval of Lessee, transfer, convey, assign or hypothecate its interest or any part thereof, in and to the Lease, it is understood and agreed by Lessee that Lessor may be acting as an agent for the true owner of the Equipment (the "Principal"), and that such Principal, if any, shall have all the rights and protection of Lessor hereunder.
- 8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of the Lesse shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. If any payment is not received by Lessor within five (5) days from the date due, Lessee shall pay Lessor interest at the rate of EIGHTEEN PERCENT (18%) per annum (or at the maximum rate permitted by applicable law, if less) on such payment until received. In order to reimburse Lessor for resulting administrative expenses, Lessee shall also pay a late charge of TWENTY-FIVE (\$25.00) for each delinquent payment each and every month that such payment(s) remain(s) delinquent.
- 9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or seesessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease. If Lessee fails to pay taxes and charges as required by this Section, Lessor shall have the right, but not the obligation, to make such payments. In the event that Lessor makes any such payments, Lessee shall reimburse Lessor for such costs as deemed appropriate by Lessor and as involced by Lessor.
- 10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lessee shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this paragraph.

11. INSURANCE

j

(a) Lesses shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lesses shall also provide, maintain, and pay all premiums for public liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All insurance shall be in a form and with a company satisfactory to Lessor, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lesses shall deliver to Lessor insurance policies, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lesses's obligations under the Lease. Lessor may require Lesses's insurance carrier to be licensed to do business in the state where the Equipment is being leased.

(b) Should Lessee fall to provide satisfactory proof of insurance prior to delivery of Equipment or at any time during the Lease Term, Lessor



Mobile Modular Management Corporation 11450 Mission Blvd.

Mira Loma, CA 91752-1015

Phone: (951) 360-6600 Fax: (951) 360-6622

www.MobileModularRents.com

Lease Agreement

Contract: 220001096.1 Contract Term: 8 Months

shall have the right, but not the obligation, to obtain such insurance and/or make such payments. In the event that Lessor makes such payment(s), Lessee shall reimburse Lessor for such insurance as deemed appropriate by Lessor and as invoiced by Lessor. In any event, Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

Lessor will not and does not provide insurance for any or Lessee's personal property that may be in or on any Equipment.

12. WAIVER AND INDEMNIFICATION ECEPT IF CLAMAS ARE THE TO NEGLICENCE OF WRONGDOME OF LESSOR, (a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandles in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any special, incidental or consequential damages of such loss, damage or injury. Under no circumstances of use, or profit, by Lessee or for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not consection with the services rendered by Lessee rendered by Lessee and the Lesse or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessee has been advised of the possibility of such damages.

(b) Lessee agrees to indemnify and hold framiess Lessor from and against any and all lesses; liabilities, costs, expenses (including attorney isses), claims, actions, demands, fines, forfeitungs, seizures or penalties (collectively, "Claims") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from bessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lesse destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to Indentify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law.

ATHE CITIER

13. EVENTS OF DEFAULT.

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "Event of Default": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) any default or breach by Lessee of Section 7. (3) default by Lessee in the performance of eny obligation, covernant or liability contained in the Lesse or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (4) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (5) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (6) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof. impair the lease value hereof.

impair the lease value hereof.

(b) REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for sult, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) sell or lease the Equipment or any part thereof by public or private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee (if notice of sale is required by law, notice in writing not less than ten (10) days prior to the date thereof shall constitute reasonable notice to Lessee); (7) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (8) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (8) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (9) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (I) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (II) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (III) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the data thereof to the end of the term of the sale, lease or other disposition of the Equipment, including attorney's lees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. OWNERSHIP AND MARKING OF EQUIPMENT. Title to the Equipment shall remain in Lessor (or its Principal). Excepting only as may be granted in a separate writing signed by Lessor, no option or offer right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removed of the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lesse.

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment, Lessee agrees to fully comply with all laws, rules,

Thank you for contacting Mobile Modular.

Page 7of .



Mobile Modular Management Corporation 11450 Mission Bivd.

Mira Loma, CA 91752-1015 Phone: (951) 360-6600 Fax: (951) 360-6622 www.MobileModularRents.com

Lease Agreement

Contract: 220001096.1 Contract Term: 8 Months

regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment, Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. GOVERNING LAW. Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

17. JURISDICTION

(a) in any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Orange County, State of California. Subject to <u>Section 12</u>, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Orange County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

18. MEDIATION: ARBITRATION. Lossec agreet to abide by Lesser's option (if Lesser shall be choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lesse, including but not limited to breach thereof, referred to mediation before, and as a contition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. If mediation felia to resolve the claims, disputes or controversies between Lesser, Lesses, Lesses, Lesses, Lesses, Lesses, Lesses at matter of interestate commerce.



BOTH PARTIES

- 19. HAZARDOUS MATERIALS. Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.
- 20. MISCELLANEOUS. Time is of the essence of each and every provision of the Lease, Fallure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.
- 21. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions; Rev. 10/1/08

PERSONAL GUARANTY		
ADDENDUM TO MOBILE MODULAR MANAGEMENT CORPORATION AGREEMENT:		
The undersigned, jointly and severally, guarante of all sums due thereunder in event of default, h	se performance of the above Lease or Sale Agreement by Lessee/Buyer and payment hereby waiving any modification, amendment or extenstion and notice thereof.	
FOR:	FOR:	
(Lessac/Buyer Nerne)	(Lesses/Buyer Name)	
(Guerantor's Signature)	(Guaranior's Signature)	
(Print Name)	(Print Name)	
(Print Title)	(Print Title)	
(Print Home Address)	(Print Home Address)	
(Print Home Phone Number)	(Print Home Phone Number)	
(Date)	(Date)	

Thank you for contacting Mobile Modular.

EXHIBIT "A"

- 1. DESIGNATION OF EQUIPMENT ORANGE COAST COLLEGE
- 2. THE TERM OF THIS LEASE SHALL COMMENCE 7/1/10 AND SHALL TERMINATE UNLESS EXTENDED BY LESSEE AS HEREINAFTER PROVIDED. LESSEE SHALL HAVE THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION, TO EXTEND THE TERM OF THIS LEASE UPON GIVING LESSOR WRITTEN NOTICE OF SUCH EXTENSION AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE END OF THE TERM OF LEASE.
- 3. RENT SCHEDULE:

See attached "EXHIBIT A-1"

DEPOSIT

\$ 50,000.00

(Deposit to be held until termination of lease pending any damages or cleaning fees that may be assessed.

SET UP/TEAR DOWN FEES

Lessee will be charged \$70 per hour per technician sent by Lessor to install, repair or un-install Equipment, including all travel time to and from the Lessee's site. Lessee will be charged for all materials and supplies, including 1 Class K fire extinguisher provided for each trailer.

IF MOBILE KITCHENS USA, INC. TECHNICIANS ARRIVE TO SET UP AT SITE AND CLIENT IS NOT READY FOR SET UP, CLIENT WILL BE CHARGED AT A RATE OF TIME AND MATERIAL (\$65.00 PER MAN PER HOUR). THIS APPLIES FOR TEAR DOWN AS WELL. IF CLIENT HAS NOT DISCONNECTED UTILITIES AND CLEANED EQUIPMENT PRIOR TO ARRIVAL AND OUR TECHNICIANS ARE ON STANDBY, CLIENT WILL BE CHARGED ACCORDINGLY.

CLIENT RESPONSIBILITY TO RETURN TRAILERS IN THE SAME CONDITION. IF CLIENT PUTS HOLES IN TRAILERS FOR SPRINKLERS OR FOR ANY OTHER REASON, "PATCHES AND REPAIRS OR REPLACEMENT" WILL BE AT CLIENTS OWN EXPENSE.

CLIENT TO PROVIDE GREASE TRAP AND HOOK UP GREASE TRAP, IF MKUSA PROVIDES GREASE TRAP THEY WILL BE CHARGED ACCORDINGLY

CLIENT RESPONSIBILITY TO WINTERIZE UNITS IF REQUIRED

MOBILE KITCHENS USA, INC. TO PROVIDE SEISMIC TIE DOWNS AND THE INSTALLATION OF SEISMIC TIE DOWNS TO THE MOBILE KITCHEN TRAILERS, CLIENT WILL BE CHARGED ACCORDINGLY.

CLIENT TO PROVIDE 15000# FORKLIFT WITH LONG FORKS AND SIDE SHIFT FOR MOBILE KITCHENS USA TO USE DURING SET UP & TEAR DOWN

CLIENT TO PROVIDE SHORT CITY TRACTOR FOR MOBILE KITCHENS USA TO USE DURING SET UP AND TEAR DOWN.

LIQUID SHORTENING ONLYTO BE USED IN DEEP FRYERS. (ANY OTHER PRODUCT USED IN DEEP FRYERS WILL CAUSE DAMAGE TO THEM AND CLIENT WILL BE CHARGED ACCORDINGLY.)

THERE WILL BE A \$ 3,000.00 CLEANING CHARGE PER UNIT, IF EQUIPMENT RETURNED NOT CLEAN

CLIENT WILL BE RESPONSIBLE FOR THE REMOVAL OF DEBRIS FROM DISMANTLING OF EQUIPMENT

MOBILE KITCHENS USA, INC. NOT RESPONSIBLE FOR DELAY IN SET UP DUE TO INCLEMENT WEATHER.

MOBILE KITCHENS USA, INC. NOT RESPONSIBLE FOR DAMAGE TO PROPERTY DURING SET UP OR TEAR DOWN

CLIENT NEEDS TO NOTIFY MOBILE KITCHENS USA, INC., 14 DAYS IN ADVANCE TO PICK EQUIPMENT UP

Amendment to Bookstore Operating Agreement

Between

Coast Community College District and Follett Higher Education Group, Inc.

- (1) This amendment (hereinafter "Amendment"), dated April 8, 2010 March 18, 2010, to the Bookstore Operating Agreement (hereinafter "Agreement"), dated July 2, 2008, is made by and between Coast Community College District, a California public educational agency (hereinafter "District") and Follett Higher Education Group, Inc. (hereinafter "Follett"). District and Follett may be referred to herein individually as "Party" and collectively as "Parties." Intending to be legally bound, District and Follett agree as follows:
- (2) The District and Follett have entered this Amendment for the benefit of Orange Coast College, Golden West College, and Coastline Community College. Where applicable, references to "OCC" in the Agreement are hereby deleted and replaced with "District". All references in the Agreement to the Orange Coast College bookstore are changed to "Bookstores."
- (3) Section 1 of the Agreement is hereby deleted in its entirety and replaced with:
 - 1. Engagement of Follett:

District hereby engages Follett to operate and provide services for the District's three Bookstores (hereinafter "Bookstore" or "Bookstores") at the following locations: Orange Coast College (hereinafter "OCC"), located at 2701 Fairview Rd, Costa Mesa, CA 92628-5005, Coastline Community College (hereinafter "CCC"), located at 11460 Warner Avenue, Fountain Valley, CA 92708-2597, and Golden West College (hereinafter "GWC"), located at 15744 Golden West Street, Huntington Beach, CA 92647-2748.

- (4) Section 2 of the Agreement is deleted and replaced with:
 - 2. Term, Amendment, and Notices:

This Agreement shall govern the relationship, terms, and conditions between District and Follett with regard to the District's Bookstores as follows:

- (a) As the Agreement relates to the OCC Bookstore, the term shall be for the period beginning July 2, 2008 and continuing through June 30, 2014.
- (b) As the Agreement relates to the CCC and GWC Bookstores, the term shall be for the period beginning <u>April 8, 2010</u>March 18, 2010 and continuing through June 30, 2014.
- (c) This Amendment modifies the termination date of the Agreement from June 30, 2013 to June 30, 2014.

The Parties may mutually agree to extend this Agreement year to year, but only by written agreement and approval of their respective governing boards at least ninety days prior to the termination date of this Agreement.

No change, modification, or amendment of this Agreement shall be valid unless the same shall be in writing and signed by both Parties hereto. All notifications shall be sent to Coast Community College District, Attn: Chancellor, 1370 Adams Avenue, Costa Mesa, CA 92626, with a copy to Coast Community College District, attn: Vice Chancellor of Administrative Services, 1370 Adams Avenue, Costa Mesa, CA 92626 and Thomas Christopher, President, Follett, at 1818 Swift Drive, Oak Brook, IL 60523-1567, with a copy to Follett Corporation, attn. General Counsel, 2233 West Street, River Grove, IL 60171.

- (5) In Sections 4.1, 4.4, 4.6, and 4.11 of the Agreement, the term "store" is changed to "Bookstore."
- (6) Sections 4.2 and 4.3 of the Agreement are deleted and replaced with:
 - 4.2. Subject to the limitations and conditions herein, Follett shall have the exclusive right (whether on campus, by catalog, or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, and distribute (including the right to select vendors) merchandise and services historically offered in the Bookstores, including, but not limited to, books, textbooks, class and alumni rings and jewelry, clothing (whether or not emblematic), school supplies, notebooks, desk and room accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, courseadopted software, paper and/or electronic custom anthologies, textbook buybacks, and including those items that may be sold in the Bookstores in the future that are not historically sold in Bookstores currently. The Parties acknowledge, though, that third-parties may buy, sell, or distribute items specified above off-campus, by catalog or through electronic commerce, or by other means. However, District shall not sponsor, endorse, approve, or otherwise authorize such third-party activity. The terms of this Section exclude District materials of all types that are produced, developed, or marketed by District, or by its Colleges, or by third-parties under contract with District, to produce such materials, including materials for contract education, materials for fee-based programs, non-credit and not for credit courses/programs, including those which consist of community education, outreach programs outside of typical curriculum, supporting materials which have not historically been offered through the Bookstores, and other course content, course instructional materials, student materials, faculty resources, and other classroom or distance learning materials (printed, digital, electronic, and/or online) historically sold by District through channels other than through its Bookstore operations, including but not limited to sales to educational, military, and distance learning institutions (collectively, "District Materials"). District and Follett may agree for Follett to offer such District Materials through Bookstores by mutual written amendment to this Agreement. Follett shall have

right of first refusal to fulfill any distance learning instructional and ancillary materials, other than District Materials. In the event that the District ceases to produce, develop, and market District Materials, Follett shall have the right of first refusal to fulfill orders for these materials. This Section does not prohibit occasional sales by student groups or student government organizations that do not materially impact Bookstore sales, or sales of merchandise sold through non-Bookstore on-campus locations (e.g., Starbucks, Art Galleries).

- 4.3. District hereby grants Follett a limited license, subject to District's applicable Policy and/or Administrative Procedures, to use the District's and its Colleges' seal, logotype, and associated trademarks and service marks on the Bookstores' website, signage, stationery, soft goods, notebooks, pens, pencils, decals, and other goods historically sold in Bookstores. District agrees that it will not directly grant a similar license to any other online or brick-and-mortar retail bookseller during the term of this Agreement, except for those used in conjunction with the marketing of District Materials historically not sold by District through its Bookstore operations.
- (7) In Section 4.5 of the Agreement, the following is inserted as the first sentence:

Follett shall cooperate with District regarding District or College investigations of student or College employee disciplinary actions for those students, faculty, or staff suspected of theft or disturbance.

(8) Section 4.7 of the Agreement is deleted and replaced with:

Follett shall abide by all federal, state, and local laws applicable to its operations, including applicable student records confidentiality laws, data security laws, and related District policies.

(9) Section 4.8 of the Agreement is deleted and replaced with:

In performing this Agreement, Follett shall not unlawfully discriminate based on sex, race, national origin, religion, color, sexual orientation, veteran status, disabled veteran status, age, or disability, or on any other basis protected by federal or state laws or regulations.

- (10) Section 6 of the Agreement is deleted.
- (11) In Section 7.1 of the Agreement, "Bookstore" is changed to "Bookstores."
- (12) In Section 8.1 of the Agreement, "Store Manager" is changed to "Store Managers" who are defined as those employees who are primarily responsible for the daily operations of the Bookstores.

- (13) Section 8.2 of the Agreement is deleted and replaced with:
 - 8.2. Bookstore classified employees are defined as those Bookstore employees who are part of the collective bargaining unit represented by the Coast Federation of Classified Employees ("CFCE") and are referred to hereinafter as "Classified Employees." All Classified Employees shall continue working in their present positions and shall be maintained on the District's payroll and any applicable employee benefit plans, and District shall provide compensation, employee benefits, including group insurance coverage, retirement contributions, paid vacation, and sick leave, to all Classified Employees in accordance with the terms of the CFCE collective bargaining agreement and applicable law. The Classified Employees shall report to a supervisor as determined by the District, and District shall be responsible for the Classified Employees' adherence to Follett's policies and procedures, to the extent not inconsistent with the terms of the collective bargaining agreement. Follett's duty to reimburse District for all Classified Employees working in GWC and CCC Bookstores will commence on April 19, 2010.

The number of Classified Employees employed at the Bookstores are:

- (a) Five full-time Classified Employees at the OCC Bookstore.
- (b) Four full-time Classified Employees at the CCC Bookstore.
- (c) Two full time Classified Employees, one 50% Classified Employee, and three 47.5% Classified Employees at the GWC Bookstore.
- (d) Amendment to Section 8.3 as it relates to Coastline Management Employees:

At the CCC Bookstore, Follett shall tender offers of employment to current District management employees currently employed at the CCC Bookstore. Follett agrees to compensate these management employees at Follett's current salary schedules, plus any applicable Follett bonuses. Follett will recognize and credit transitioning management employees for their years of Bookstore management service to the District as the equivalent to the same years of service to Follett. All management employees will become employees of Follett effective April 26-5, 2010.

- (14) Section 8.4 of the Agreement, following "In the event the need arises to hire" the following is inserted: "or replace." Following the word "conducted," "jointly by OCC and Follett," is replaced with "by District with advisory input from Follett,".
- (15) In Section 8.6 of the Agreement, the term "Bookstore" is changed to "Bookstores."
- (16) Sections 8.8 and 8.9 of the Agreement are deleted and replaced with:

- 8.8. Follett agrees that it will not unlawfully discriminate in the selection of any student pursuant to this Agreement because of that student's race, creed, national origin, religion, sex, sexual preference, marital status, age, handicap, medical condition, or any other basis prohibited by federal or state law or regulation.
- 8.9. Follett will comply with written requests by District to remove or reassign Follett Bookstore personnel for good cause. With a written request by Follett, District may initiate District's disciplinary process which may include removal or reassignment of Classified Employees.
- (17) In Section 9.1 of the Agreement, the term "OCC" is changed to "the College."
- (18) In Sections 9.1 and 9.2 of the Agreement, all references to "Bookstore" are changed to "Bookstores."
- (19) In Section 10.1, the term "Bookstore Manager" is changed to "Store Manager."
- (20) In Section 12.1, the term "Bookstore" is changed to "Bookstores."
- (21) Sections 12.2, 12.4, and 12.5 of the Agreement are deleted.
- (22) Sections 12.3, 12.6, 12.7, and 12.9 of the Agreement are deleted and replaced with:
 - 12.3. Follett shall be designated the exclusive agent to accept debit card and financial aid transactions for Bookstore merchandise historically sold in the Bookstores, excluding District Materials. The Parties acknowledge that third-parties may buy, sell, or distribute items specified above off-campus, by catalog or through electronic commerce, or by other means; however, the District shall not sponsor, endorse, approve or otherwise authorize such third-party activity. Payments for charge sales by the authorized personnel of the District will be guaranteed by the District and are payable within 60 days. Any unpaid balances will be subject to 1% interest per month. The procedures to determine under what circumstances credit is granted to students and related details will be developed jointly by Follett and the District.
 - 12.6. Follett shall be the District's exclusive agent for the rental and/or sale of graduation caps, gowns, and commencement invitations for the District's students.
 - 12.7. Unless otherwise prohibited by District or its Colleges, Follett shall have the non-exclusive right to manage service programs customarily handled by college Bookstores such as magazine subscription, telecommunication programs but specifically excluding credit card application programs. Revenue generated from all such programs shall be commissionable and included in gross sales.

- 12.9. Except for District Materials, Follett will provide exclusive custom publishing services for District. Upon notification from the District that materials are included in this Section 12.9, such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the Bookstore. Course packs exclude design, development, and distribution of online instructional materials and/or library resources prepared and developed for faculty and students that may be embedded in District's learning management systems and/or other online support servers. Complimentary desk copies of Follett published course packs will be provided to faculty members.
- (23) The following new language is inserted at the end of Section 12.15:

District shall have the right to conduct random audits of the Bookstore accounting and inventory records, but in no event shall such audits occur during rush periods or more often than once in any six-month period, unless Follett and District agree in writing to more frequent random audits.

- (24) The following new Sections 12.16, 12.17, and 12.18 are added:
 - 12.16. Follett shall implement a textbook rental program at the Bookstores. Except for current District grants, sub-grants, and historical practices, and excepting District book-cost reduction activities, if any, arising under Section 12.17 herein, Follett's text rental rights shall be exclusive on campus. The following terms shall apply to the program:
 - (a) For the purpose of calculating commissions, rental fees are included in the gross revenue calculations as are replacement costs collected for materials not returned. Any processing fees are not included.
 - (b) The textbook pricing provisions specified in the Agreement shall not apply to the rental program. Follett shall set rental fees for each title, and any given title's fee may vary as a percentage of the retail selling price.
 - (c) If the Agreement is terminated, expires, or is not renewed, then the District or a successor Bookstore operator will purchase rental inventory on terms to be negotiated in good faith.
 - 12.17. Follett agrees to fully support the District's participation in District and/or statewide initiatives of interest to the District to control or reduce the cost of textbooks such as CSU Chancellor's Digital Marketplace and/or CCC Chancellor's Digital Textbook Initiatives. Support may include active participation, consultation regarding, collaboration in, and/or membership in statewide activities and/or collaboratives.
 - 12.18. Follett and the District shall jointly develop a customer/student/staff

Bookstore operation satisfaction survey no more than ninety days following the execution of this Amendment. This survey shall focus on measuring customer/student/staff satisfaction for services performed by Follett in the operation of Bookstores, and shall include a comment section for participants to include suggestions. Follett shall make this information available to the District, and District may use this survey information as part of its annual evaluation of Follett's performance under this Agreement.

- (25) The following new Section 13.6 is inserted after Section 13.5:
 - 13.6. In the event that Follett sells District Materials, the District and Follett shall determine which District Materials Follett will sell "at cost" without mark-up to its students, and which District Materials Follett may sell at Follett's cost. Any District Materials sold "at cost" without mark-up to the District's students shall be excluded from gross revenues when calculating commissions.
- (26) The following new Section 14.1.5 is inserted after Section 14.1.4:
 - 14.1.5. Notwithstanding the above Follett's obligations pursuant to this Section shall be subject to the District's fiscal and technological capacities and limitations. Follett and the District will consult with each other regarding implementation of the Post Registration Book System (hereinafter "System"). Follett shall not be deemed in default of Section 14 if failure to implement the System is due to the District's lack of funding or technology.
- (27) In Section 14.2.5 of the Agreement, "for the Summer 2009 term" is deleted and replaced with "on a schedule as agreed upon by the Parties."
- (28) The header of Section 14.3, Section 14.3.1, and Section 14.4.1 of the Agreement are deleted and replaced with:
 - 14.3 Technology and Security Compliance
 - 14.3.1. Follett will be responsible to comply with all applicable federal and state technology compliance laws, regulations, and codes, including but not limited to Data Breach Notification Laws, the Gramm-Leach-Bliley Act with regards to safeguarding student or customer financial information per federal Trade Commission regulations (if applicable), the Family Educational Rights and Privacy Act of 1974, as amended, as well as any other current or future legislation as determined by the District to ensure compliance and safeguarding of student data, and including District Policies relating to technology security compliance and notification as defined by the District to the extent such Policies are not inconsistent with Follett business practices.
 - 14.4.1. -Follett agrees to integration methodology that allows and interacts with third Party point-of-sale-systems, such as Diebold, Banner, and Datatel. As such, Follett agrees to integrate with any third Party card system selected by the District, provided that the District consults with Follett prior to selection of a third Party vendor.

(29) Sections 15.1 and 15.4 of the Agreement are deleted and replaced with:

15.1. On an annualized basis, Follett will pay the District the greater of (a) an annual guaranteed amount of \$1,350,000; or (b) 12.75% of gross revenues up to \$13,000,000, and 13.75% of gross revenues in excess of \$13,000,000.

"Gross revenues" are defined as all collected sales at the Bookstores less voids, refunds, sales tax, discounted department sales, discounted faculty/staff sales, pass-through income, or other merchandise mutually designated as non-commissionable.

If annual gross revenues of the Bookstores decrease by more than 5% during an Annual Period, the District agrees to reduce its annual guaranteed amount by a percentage equal to such decrease for the next Annual Period. The term Annual Period is defined as each July 1st April 1st to March_31st June 30th during the term of this Agreement. In the event of a guarantee reduction, adjustments will be reviewed and adjusted on an annual basis using the prior year's gross revenues. For Tthe months of April, May, and June 2010, and the Annual Period July 1,2010 April 1, 2010 to March 31 June 30, 2011, the Annual Period guarantee calculations will use the gross revenue amounts for GWC and CCC as provided by the District for 2009-10 to Follett, and OCC's gross revenues as reported by Follett for the period April 1, 2009 to March 31, 2010.

15.4. Follett will spend \$10,000 annually for each Bookstore, for marketing, advertising, and/or community-related expenses in support each Bookstore. Expenditure of these funds may be in collaboration with other marketing activities of each College, or may be solely utilized by Follett for the purpose of promoting the Bookstores, subject to each College's approval.

(30) Section 15.2 of the Agreement is deleted and replaced with:

15.2. Follett will provide \$300,000 for capital investments towards the OCC Bookstore during the term of this Agreement. As of the date of this Amendment, and as confirmed by the District's Internal Auditor, Follett has provided \$243,778.20 in capital investment contributions to upgrade and/or enhance the current OCC Bookstore. Follett shall, at the conclusion of the term of this Agreement, donate to OCC any portion of the \$300,000 capital investment promised by Follett for OCC capital investments not previously expended during the term of this Agreement. This amount shall be immediately donated to OCC.

Follett's store planning group will work with GWC to design and implement a plan for the GWC Bookstore remodel; Follett will not charge the District for the work of the store design group.

The District shall make the space retail ready at GWC. Follett will make every effort to locate excess Follett bookstore fixtures to furnish the Bookstore. The remaining costs to finish the GWC Bookstore remodel shall be mutually agreed upon by Follett and the District. Follett agrees to advance to the District all costs for the Bookstore remodel. The cost for the GWC Bookstore remodel shall be deducted, over the term of the entire Agreement, from the payments due to the District. All Bookstore improvements and upgrades made pursuant to this Agreement are the sole property of the District. All fixtures provided by Follett for the GWC Bookstore shall remain the property of Follett.

(31) Section 15.3 of the Agreement is amended to add the following language to the end of Section 15.3:

Follett will provide \$5,000 in Bookstore gift cards annually to CCC and to GWC to be used for student scholarships or other activities that directly support students, such as student government events, or other events and/or activities as determined by each College.

- (32) Sections 16.1 and 16.2 of the Agreement are deleted and replaced with:
 - 16.1. Guaranteed payments to the District as set forth herein shall be made by Follett to the District in twelve equal monthly payments for each annual period of this Agreement, with each payment being due on the 15th day of each month. For purposes of GWC and CCC Bookstore payment commencement, guaranteed payments for these Bookstores shall commence on April 15 May 1, 2010. OCC Bookstore guaranteed payments shall continue to be paid on the 15th of each month. The final payment for each Bookstore for any Annual Period (April 1st July 1st to March 31st June 30th of each year), will include any adjustments required by the percentage of gross sales formula set forth in Section 15.1. All final payments for each annual period shall be made within thirty days after the end of each annual period. Each payment shall be accompanied by a detailed statement of its accounting computation. Follett shall produce all supporting documentation to the District within ten days upon the District's written request.
 - 16.2. The District shall invoice Follett on a monthly basis for Classified Employee wages, taxes, and all benefits paid by the District for each Classified Employee working in the Bookstores. Follett shall pay these invoices within sixty days of date of each invoice. Any unpaid balances due by Follett to the District will be subject to a one percent interest charge per month.
- (33) Section 19 of the Agreement is deleted and replaced with:
 - 19. Bookstore Inventory

- 19.1. Follett shall purchase from the District all salable merchandise in the Store, including new textbooks, used textbooks, trade, reference and technical books, and general merchandise. Follett will cause all such merchandise to be inventoried by an independent firm. The District may observe the inventory if desired. Within 120 days after the completion of the inventory, Follett shall pay the District for the merchandise as follows:
 - (a) New Textbooks
 - Follett will purchase new textbooks adopted for the next academic term (Fall 2010), in quantities not exceeding course requirements, at standard industry discounts or cost. New textbooks purchased that are not utilized in the next academic term and are not returnable to the publisher will be charged back to the District.
 - 2. Follett will purchase new textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at the current wholesale price.
 - (b) Used Textbooks
 - Follett will purchase used textbooks adopted for the next academic term (Fall 2010), in quantities not exceeding course requirements, at 50% of the current retail selling price. Used textbooks purchased that are not utilized in the next academic term and are not returnable to the wholesaler will be charged back to the District.
 - 2. Follett will purchase used textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at current wholesale price.
 - (c) Trade, Reference, and Technical Books (hereinafter "Trade Books")
 - Follett will purchase Trade Books that have been purchased during the past academic year and are returnable to the publisher at standard industry discounts or cost.
 - 2. Follett will purchase Trade Books not meeting these requirements at a price agreeable to the District and Follett.
 - (d) General Merchandise
 - Follett will purchase general merchandise traditionally sold in college bookstores, purchased in the past academic year, in saleable condition, and not in excessive quantities, at standard industry discounts or cost.

- 2. Follett will purchase general merchandise not meeting these requirements at a price agreeable to the District and Follett.
- 19.2. Follett also shall purchase from the District any verified, usable credits with publishers or vendors in accordance with Follett's procedures.
- (34) In the first sentence of Section 20.1 of the Agreement, the words "up to" preceding "\$300,000" are deleted.
- (35) In Section 20.1 of the Agreement, second paragraph, prior to "Follett will have the responsibility" the following is inserted:

'Subject to any state or Local law or code restrictions."

- (36) In Section 20.3 of the Agreement, "Plans" is changed to "plans".
- (37) In Section 20.4 of the Agreement, "Store Improvements" is changed to "store improvements".
- (38) In Sections 21.2 and 21.3 of the Agreement, "Store Capital Improvements" is changed to "store capital improvements".
- (39) In Section 22.1 of the Agreement, the number "30" is changed to "60".
- (40) Section 23 of the Agreement is deleted and replaced with:
 - 23. Insurance:
 - 23.1. During the term of this Agreement, Follett shall keep in force, at its own expense, at least the following insurance, all in accordance with this Section.
 - 23.1.1. Commercial General Liability having a combined single limit of not less than \$1,000,000 per occurrence covering contractual liability and products/completed operations and Property Damage Liability Insurance in the amount of \$1,000,000.
 - 23.1.2. -Business Automobile Liability having a combined single limit of not less than \$1,000,000 per occurrence covering claims arising out of ownership, maintenance, or use of owned or non-owned automobiles.
 - 23.1.3. Worker's Compensation insurance having limits not less than those required by applicable statutes.
 - 23.1.4. Employer's Liability in the amount of at least \$1,000,000;
 - 23.1.5. -Excess or Umbrella Liability in the amount of at least \$2,000,000.
 - 23.1.6. The District, its Colleges, trustees, officers, directors, employees,

and agents shall be named as additional insureds and shall be endorsed under Follett's Commercial General Liability policy.

- 23.1.7. Follett shall furnish industry standard Certificate[s] of Liability Insurance and Endorsements to the District showing the coverage required by this Section before Follett takes possession of the Bookstores. The Certificate[s] and Endorsements shall provide that the issuing company will endeavor to mail written notice to the Certificate Holder (District) within 30 days in the event of any policy cancellation or termination. These policies shall be primary and noncontributing with any insurance carried by the District.
- 23.1.8. The District will notify Follett of any flood plain zoning changes affecting the Bookstore within 30 days of receiving notice of such change from any source.
- 23.1.9. If the District causes any work to be performed by a third Party on the building housing the Bookstore, then the District will provide Follett an industry standard Certificate of Liability Insurance from the third Party's insurance company(ies) showing Follett as an additional insured under the third Party's Commercial General Liability policy and Business Automobile Liability policy. Both policies shall show combined single limits of \$1,000,000 per occurrence.
- (41) Section 24.1 of the Agreement is deleted and replaced with:
 - 24.1. Follett shall defend, indemnify, and hold harmless the District, its Colleges, its Board of Trustees, officers, employees, and agents from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), arising out of or related to (i) this Agreement for Follett's operation of the Bookstores, operation of any vehicles, and/or sales of products, or performance by Follett of any services pursuant to this Agreement; (ii) any damage, destruction or loss of any property (including, but not limited to the District's property); or (iii) any injury to or death of any person (including, but not limited to, any employee of the District or its students); which results from or arises out of negligence or willful acts or omissions of Follett, its officers, agents and employees, or third Parties under the control of Follett in the performance of this Agreement.
- (42) In Section 27 of the Agreement, following the date "March 5, 2008," the following language is inserted:
 - ", and the GWC Bookstore Management Proposal, dated August 5, 2009, prepared in response to the District's Request for Proposals No. 1968" shall precede "are considered".

(43) Except as otherwise amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

FOLLETT HIGHER EDUCATION GROUP, INC.	COAST COMMUNITY COLLEGE DISTRICT
By:	By:
Name: Thomas A. Christopher	Name: Jerry Patterson
Title: President	Title: President, Board of Trustees
Date:	Date:

EXHIBIT "A"

The District's Governing Board and Chancellor hereby express the following assurances to students, faculty, and staff:

It is the intent of the District for this Amendment not to modify the original financial terms of the Agreement for Orange Coast College OCC("OCC") -relating to guaranteed income or to the commission structure based on gross revenues for the OCC Bookstore through June 30, 2013.

The financial terms relating to guaranteed income or to the commissions structure based on gross revenues for the OCC Bookstore, as set forth in the original Follett Bookstore Operating Agreement, dated July 2, 2008, are:

15.1. "On an annualized basis, Follett will pay OCC the greater of (a) a guaranteed amount of \$750,000 or (b) a percentage of gross sales at the Bookstore, as follows:

12.75% of gross revenues up to \$7,000,000

13.75% of gross revenues over \$7,000,000."

The District also assures OCC that shall continue to receive the following benefits through the term of the Agreement:

- 15.2. "Follett shall, at the conclusion of the term of this Agreement, donate to OCC any portion of the \$300,000 capital investment promised by Follett for OCC capital investments not previously expended during the term of this Agreement. This amount shall be immediately donated to OCC."
- 15.3. "Follett will provide \$15,000 in bookstore cards annually to be used for student scholarships, or other activities that directly support students, such as student government events, or other events and/or activities as determined by OCC."
- 15.3. "Follett will provide an annual \$5,000 cash donation to OCC."
- 15.4. "Follett will spend \$10,000 annually for each Bookstore, for marketing, advertising, and/or community-related expenses in support each Bookstore. Expenditure of these funds may be in collaboration with other marketing activities of each College, or may be solely utilized by Follett for the purpose of promoting the Bookstores, subject to each College's approval."

It is the intent of the District to engage in consultation with OCC and its constituency groups regarding allocation of revenue received during the final year (from July 1, 2013 to June 30, 2014) of this Amendment.

Jerry Patterson	Ding-Jo Currie, Ph. D.
President, Board of Trustees	Chancellor
Date:	Date:

Bookstore Operating Agreement Between Coast Community College District and Orange Coast College and Follett Higher Education Group, Inc.

THIS AGREEMENT FOR BOOKSTORE SERVICES is made and entered into this 2nd day of July 2008 by and between Coast Community College District, a public educational agency on behalf of Orange Coast College (collectively hereinafter "OCC") and Follett Higher Education Group, Inc. (hereinafter "Follett").

Intending to be legally bound, OCC and Follett agree:

1. Engagement of Follett:

OCC hereby engages Follett Higher Education Group, Inc. (hereinafter "Follett") to operate and provide services for the bookstore of OCC (hereinafter "Bookstore") on the terms and subject to the conditions set forth herein, and Follett hereby accepts such engagement.

2. Term, Amendment and Notices:

This agreement shall govern the relationship between OCC and Follett with regard to the Bookstore for a period of five (5) years from July 2, 2008 through June 30, 2013, and from year to year thereafter if a written notice of renewal is exchanged and signed by both parties at least ninety (90) days prior to the end of the final agreement year.

No change, modification or amendment of this agreement shall be valid unless the same shall be in writing and signed by both parties hereto. All notifications shall be sent to Orange Coast College, Vice President of Student Services, at 2701 Fairview Road, Costa Mesa, CA 92628-5005 by certified mail with a copy to Coast Community College District, Vice Chancellor of Administrative Services, at 1370 Adams Avenue, Costa Mesa, CA 92626 and Thomas Christopher, President, Follett, at 1818 Swift Drive, Oak Brook, IL 60523-1567, with a copy to Follett Corporation, attn. General Counsel, 2233 West Street, River Grove, IL 60171.

Within the OCC organizational structure, the OCC Bookstore is part of the Student Services wing. For purposes of day-to-day operations and classified personnel matters, the Vice President of Student Services is the supervisor of record for classified staff in the Bookstore. The Manager of the OCC bookstore is considered a manager in the Student Services wing.

3. General Rights and Responsibilities of OCC:

3.1 OCC will provide all utilities except telephone services as reasonably required for operation of the Bookstore. Telephone services will be the responsibility of Follett. If by mutual agreement, Follett may utilize the OCC telephone system and reimburse OCC for the phone services.

- 3.2 OCC will provide existing office equipment identified as a physical asset in the OCC inventory control system. OCC is responsible for replacement, repairs and maintenance of its equipment.
- 3.3 OCC will provide all repairs and maintenance, excluding custodial services, for the building and the physical structure of the Bookstore.
- 3.4 OCC will provide outside trash removal and extermination services for the Bookstore.

4. General Rights and Responsibilities of Follett:

- 4.1 Follett shall operate the store in accordance with the highest standards and commercial practices in the college bookstore industry.
- 4.2 Follett shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by OCC (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university bookstores, including but not limited to textbooks, class and alumni rings and jewelry, clothing (whether or not emblematic), school supplies, desk and dorm accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by OCC during the term of this Agreement. This section does not prohibit occasional sales by student groups or student government organizations that do not materially impact store sales.
- 4.3 OCC grants Follett the right, subject to OCC's published standards, to use the OCC seal, logotype, and associated trademarks and service marks on the store's Internet site, signage and collateral materials, and stationery, soft goods, notebooks, pens, pencils, decals and other goods traditionally sold in college and university bookstores. OCC will not grant such right to any other online or brick-and-mortar retail bookseller during the term of this Agreement.
- 4.4 In order to secure property in the store, Follett shall cooperate with OCC in providing store security, theft prevention, and emergency procedures in case of fire or casualty. In cooperation with OCC security, Follett shall create and maintain a store security plan acceptable for textbook buyback, rush and other special events.
- 4.5 Follett shall not cause students, faculty, or staff suspected of theft or disturbance to be arrested by public authorities (except in emergencies) or prosecuted without prior consultation with OCC.
- 4.6 Follett shall collect and pay any sales tax or similar tax on its retail sales, and applicable income taxes on its revenues. Follett shall not be responsible for property taxes on the store facility or any other taxes not currently assessed.

- 4.7 Follett shall abide by all federal, state and local laws applicable to its operation, including applicable student record confidentiality policies.
- 4.8 In performing this Agreement, Follett shall not discriminate based on sex, race, national origin, religion, color, sexual orientation, veteran status, disabled veteran status, age or disability protected under the ADA.
- 4.9 Follett shall be responsible for any loss or damage to property owned by OCC that is in Follett's possession or control or is caused by Follett or its employees or agents in the course and scope of their employment.
- 4.10 Follett will make its corporate representatives reasonably available to discuss and resolve any operational issues.
- 4.11 Follett shall be responsible for daily cleaning of the store interior, including provision of basic janitorial equipment and supplies, sweeping, dusting, and removal of light trash to OCC provided receptacles.
- 4.12 Follett will offer OCC faculty and staff a 10% discount on all purchases over \$1.00, excluding textbooks, sale merchandise and academically discounted software. Follett will offer all OCC departments a 20% discount on purchases of supplies over \$1.00, excluding textbooks, sale merchandise and academically discounted software.

5. Environmental Matters:

5.1 To the best of its knowledge, OCC is not aware of any health or environmental problems which currently exist or are likely to develop in the building or physical facility which houses the Bookstore. OCC shall be responsible for remedying promptly any health or environmental problem at the Bookstore.

6. Insurances and Indemnity:

- 6.1 Follett shall secure and maintain, at its own expense, the following policies of insurance in connection with the operation of the Bookstore during the term of this agreement, and shall insure the contents of the Bookstore:
- 6.2 Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
- 6.3 Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence, with coverage for incidental contracts. Follett shall keep in effect insurance consistent with Section 23 for the duration of this agreement at its own expense.
- 6.4 Property Damage Liability Insurance in the amount of \$1,000,000.

- 6.5 Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.
- 6.6 Follett insurance policies for the Bookstore shall name OCC, the District and its Board of Trustees as additional insureds and loss payee, but only with respect to liability arising out of operations performed under this agreement by Follett and shall contain covenants requiring thirty (30) days written notice to OCC before cancellation of such coverage. These policies shall be primary and noncontributing with any insurance carried by OCC.
- 6.7 Follett shall obtain and deliver Certificates of Insurance evidencing such coverage from its insurers. Insurance shall also include an endorsement naming the Coast Community College District, its Board of Trustees, Officers, Directors and Employees, and Orange Coast College as additional insureds.
- 6.8 Follett shall indemnify, defend and hold harmless OCC, the District, the Board of Trustees and each of their agents, employees, and representatives from any and all liability, claims, judgments, or demands including reasonable attorney's fees and costs, which may arise out of this agreement in connection with the operation of the Bookstore, and sales of products or performance of any service under this agreement or injuries or death caused by Follett employees or vehicles on the OCC premises, except for claims caused by OCC, the District, the Board of Trustees and each of their agents, employees, and representatives for which OCC shall indemnify, defend and hold harmless Follett and its agents, employees, and representatives.

7. Compliance with all Laws:

7.1 Follett shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to the operation of the Bookstore.

8. Bookstore Personnel:

- 8.1 Follett shall staff the Bookstore with experienced and qualified managerial and clerical personnel. OCC may participate in interviewing and evaluating Follett's Store Manager should the need arise to fill the position. Follett's selection of the Store Manager is subject to OCC's approval.
- 8.2 OCC Bookstore employees who are members of the bargaining unit as defined under the collective bargaining agreement between OCC and the Coast Federation of Classified Employees ("CFCE") are referred to hereinafter as "Classified Employees." The Bookstore currently employs five (5) Classified Employees who shall continue working in their present positions in the Bookstore. All Classified Employees shall be maintained on OCC's payroll and employee benefit plans, and OCC shall provide pay and employee benefits, including group insurance coverage, retirement contributions, paid vacation, and sick leave to all Classified Employees in accordance with the terms of the collective bargaining agreement and applicable law. The Classified Employees shall report to the Vice

President of Student Services, who shall be responsible for the Classified Employees' adherence to Follett's policies and procedures, to the extent not inconsistent with the terms of the collective bargaining agreement

- 8.3 Follett shall reimburse OCC on a mutually agreed upon schedule, an amount equal to all wages, taxes and benefits for the Classified Employees.
- In the event the need arises to hire one or more additional employees as Classified Employees, such hiring shall be conducted jointly by OCC and Follett, with any individuals being hired as Classified Employees to be maintained on OCC's payroll and employee benefit plans and subject to reimbursement by Follett as defined above in Section 8.3.
- 8.5 OCC shall be responsible for Follett's adherence to the CFCE collective bargaining agreement, and all Classified Employees' adherence to Follett's policies and procedures. Follett shall be given access to the collective bargaining agreement as maintained by OCC. In the event the collective bargaining agreement is modified in a manner that affects the operation of the Bookstore or Follett's obligations under this Agreement, OCC and Follett shall meet and discuss the manner in which the modification(s) should be addressed.
- 8.6 All employees of the Bookstore other than the Classified Employees are the sole responsibility of Follett. Follett and OCC each shall comply with all applicable federal, state and local laws relating to their respective responsibilities under this Section.
- 8.7 Follett shall give preference and priority to hiring OCC students for employment at the Bookstore for all non-permanent, part-time hourly positions whenever reasonably possible.
- 8.8 Follett agrees that it will not discriminate in the selection of any student pursuant to this Agreement because of that student's race, creed, national origin, religion, sex, marital status, age, handicap and/or medical condition.
- 8.9 Follett will comply with written requests by District to remove or reassign Follett store personnel for good cause. With a written request by Follett, OCC will initiate OCC's disciplinary process to remove or reassign Classified Employees for good cause.

9. Operating Calendar and Hours:

9.1 Follett shall maintain a schedule of operating hours and weeks of business for the Bookstore in accordance with business dates and hours as defined by the College. Bookstore hours will be extended during each registration period, including two weeks prior to and two weeks after the first day of the fall, spring and summer terms. Saturday, Sunday and Holiday extended schedules will be developed in consultation with OCC. In the event of disagreement, the College shall have the right to determine any and all operational schedules.

9.2 During peak "rush" periods, Follett shall utilize sufficient additional employees at the Bookstore to avoid unnecessary lines and to expedite making educational materials available to students.

10. Book Orders and Deadlines:

- 10.1 Follett shall fill orders for books and required supply items from term to term in accordance with textbook and supply adoptions by the faculty. The Bookstore manager shall be given notices by the authorized department designees of the textbook and supply adoptions for all courses offered. Textbook adoption date, deadline and associated calendars will be developed by OCC in consultation with the Bookstore management.
- 10.2 Follett shall follow administrative procedures established by OCC, and be responsible at its cost and expense, for contacting in a timely manner authorized department designees for their textbook and supply adoptions. OCC shall not be responsible for compiling, nor shall it maintain, a list of such adoptions.

11. Booklist:

- In the course of providing the services contracted for in this agreement, Follett collects certain information from the faculty on its Information Forms. Follett also creates a computer database containing, among other things, course book information. These forms and the database are Follett proprietary information, created at substantial cost and expense to Follett and used in connection with its business, the retail sale of textbooks.
- 11.2 Should OCC require any information that may be contained within the forms or the database either for its educational purposes, or in order to comply with any public records request where no exemption is available (such as an exemption for commercial information), OCC understands that it will be responsible for collecting that information directly from the faculty. Follett will not disclose its confidential and proprietary information.
- 11.3 Subject to the "exclusive campus bookseller provision" set forth above, nothing set forth in this paragraph shall be construed to limit in any manner the right of any other off-campus vendor to use its own course book information form to obtain this information from the faculty.

12. Services Expected:

- 12.1 Follett shall operate the Bookstore as an independent contractor and with its own credit and preferred vendors. Services of the Bookstore shall include the following:
- 12.2 Follett shall be OCC's exclusive buyer and seller of all required, recommended or suggested course materials for all courses offered through the College's schedule of classes, which is published each semester, and summer session or any other session in which classes are held, and tools, including books, course packs,

computer software, and materials published or distributed electronically, or sold over the Internet. As used in this Agreement, "Internet" includes the World Wide Web and any proprietary on-line service. Follett will provide exclusive on-line services through its web site and have first right of refusal to fulfill any distance learning material needs during the term of this Agreement.

- 12.3 Follett shall be designated the exclusive agent to accept all debit card and financial aid transactions for Bookstore merchandise typically sold in college bookstores. Payments for charge sales by the authorized personnel of OCC will be guaranteed by OCC and are payable within 60 days. Any unpaid balances will be subject to 1% interest per month. The procedures to determine under what circumstances credit is granted to students and related details will be developed by Follett and OCC.
- 12.4 Follett shall also be OCC's exclusive "on-campus" and Internet seller of other items typically sold in college bookstores, such as books and educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry, and clothing, including any and all such items bearing an OCC emblem, logo, insignia or other identifying mark. Sales of logo items by campus clubs and other organizations are prohibited except by mutual agreement.
- 12.5 OCC shall not contract with any third party to provide any services of the type outlined in this Agreement on OCC property or on the Internet.
- 12.6 Follett shall be the exclusive agent for the rental and/or sale of graduation caps and gowns and commencement invitations.
- 12.7 Follett shall have exclusive right to manage all service programs customarily handled by college bookstores such as magazine subscription, telecommunication and credit card application programs. Revenue generated from all such programs shall be commissionable and included in gross sales.
- Follett shall also have a non-exclusive right to sell convenience store items such as health and beauty items, and other sundries.
- 12.9 Follett will provide exclusive custom publishing services for OCC. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.
- 12.10 Follett shall provide special book order services for students, faculty and staff, and make every effort to obtain the earliest possible delivery of such books.
- 12.11 Follett shall provide charge sales for supplies for OCC departments and offices at a 20% discount, provided these departments or offices have a current, approved blanket purchase order to charge against. Payments for such charge sales shall be guaranteed by OCC and payable within 60 days. Any unpaid balances will be subject to 1% interest per month. The approval process to determine the

authorized departments and staff will be developed by OCC. The responsibility to ensure that only authorized departments and staff are allowed to conduct charge sales will be held by Follett, provided that prior written notice of such authorized departments and staff has been provided to Follett by OCC.

- 12.12 Follett will not sell objectionable merchandise. Should OCC question the sale of an item it considers questionable, Follett will discontinue the display and sale of the item(s).
- 12.13 Follett will accept returns in accordance with the following policies:
 - 12.13.1 Non-textbook items in resalable condition may be refunded or exchanged at any time with original receipt.
 - 12.13.2 Textbooks in resalable condition may be refunded with receipt within the published date to drop classes without a grade of "W."

 Typically, this date is 20% of the time the class is scheduled to meet.
 - 12.13.3 Textbooks purchased after the last date to drop may be sold back under the book buyback policy.
 - 12.13.4 Computer software may be returned if it is unopened and shrink-wrapped.
- 12.14 In operating the Bookstore, Follett shall accept as a minimum, MasterCard, Visa, Discover and American Express charge cards. Follett will pay all merchant charges associated with acceptance of these credit cards and such charges will not result in the adjustment of cost to students.
- 12.15 Orange Coast College shall have full access at all times to the Bookstore accounting and inventory records, including all cash registers at the Bookstore being used by Follett, with or without notice. Cash register control totals will be used to verify the cash sales reported. In addition, all registers shall have:
 - a) Cumulative, non-resettable counters of either the total reset-clearings or the total cumulative activity.
 - b) Receipt and detail tape provisions.
 - c) Display window for customer viewing.

13. Sales Markup Basis:

Follett represents that the sale markup basis at the Bookstore will be as follows:

13.1 New textbooks will be sold at no greater than a 25% gross margin on net priced books, inclusive of restocking fees, return penalties and freight surcharges. Net priced books are defined as books purchased from publishers that do not have a

publisher's suggested list price or when the publisher's discount to the bookstore is less than 20%.

- 13.2 Follett shall use industry standard pricing for used books, including cloth, paperback and others, of not more than 75% of the new textbook selling prices. Follett shall make every effort to price used textbooks to maximize student savings and achieve a 40% used text ratio.
- 13.3 Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies will be priced at up to a 30% gross margin.
- 13.4 School supplies will be priced at or below manufacturers' suggested retail prices.
- 13.5 Follett shall, upon request, provide proof of conformity to pricing policies as specified herein.

14. Technology:

- 14.1 Post Registration Book System:
 - 14.1.1 Follett will implement a post registration system that allows students to purchase required and optional text books for classes they are registered in. The system should also provide students with the opportunity to purchase optional supplies and other related instructional items. The Follett post registration system should be completely integrated with the District's "Banner" system and be comprehensive to meet the full service needs of students.
 - 14.1.2 The Follett post registration system should offer students the choice of new or, if available, used text books, and clearly disclose the price difference between new and used books.
 - 14.1.3 Students should have the option to request that purchased item(s) be shipped or made available for pick-up at the bookstore.
 - 14.1.4 The post registration system shall be fully implemented by the start of the summer 2009 term.
- 14.2 On-line Book Adoption System (hereinafter "OBAS"):

Follett will provide an integrated textbook adoption system for OCC faculty. The OBAS will include the ability for faculty to:

Search for books by author, title, topic and subject. The search results should include actual cost to students for new and used textbooks as well as the cost of packaged items.

- 14.2.2 The OBAS should also include the ability to determine what books, if any, are currently adopted by the other faculty in the division.
- 14.2.3 Textbooks selected for adoption must be electronically processed through the Division Dean's office and submitted to the Follett system. Once submitted to the Follett system, a confirmation system must then provide an email confirmation to the faculty member as well as the Division Dean's office.
- 14.2.4 The OBAS should be able to display and provide reports of all adoptions by each faculty member, by subject and by divisions. The system should also report outstanding adoptions.
- 14.2.5 The OBAS should be implemented to accept adoption for the summer 2009 term.

14.3 Technology Compliance

- 14.3.1 Foliett will comply with all technology compliance laws, regulations and codes as defined by OCC, inclusive of, but not limited to: Data Breach Notification Laws; the Gramm-Leach-Bliley Act, with regards to safeguarding student or customer financial information per Federal Trade Commission regulations; The Family Educational Rights and Privacy Act of 1974, as amended; as well as any other current or future legislation as determined by OCC, to ensure compliance and safeguarding of student data.
- As needed or at lease annually for each agreement year, OCC will conduct compliance audits and it will be Follett's responsibility to implement corrective action to remain fully compliant to the satisfaction of OCC.
- 14.3.3 Follett will be solely responsible for the cost of notifying affected students in the event of a data security breach on the part of Follett. Costs associated with a security breach include actual notification cost in addition to expenditure required to correct, recreate or retrieve student data and personnel cost to correct technology.

14.4 Third Party Integration

As outlined in the RFP, Section 15, Technology (page 38), submitted by Follett, dated March 5, 2008, Follett agrees to integration methodology that allows and interacts with third party point-of-sale-systems, such as Diebold, Banner and Datatel.

As such, Follett agrees to integrate with any third party card system selected by OCC, provided that OCC consults with Follett prior to selection of a third party vendor.

15. Financial Considerations:

On an annualized basis, Follett will pay OCC the greater of (a) a guaranteed amount of \$750,000 or (b) a percentage of gross sales at the Bookstore, as follows:

12.75% of gross revenues up to \$7,000,000

13.75% of gross revenues over \$7,000,000

In any agreement period that is less than a complete year, the payments shall be based on the percentage of gross sales at the Bookstore.

(Gross sales shall be defined as all collected sales at the Bookstore less voids, refunds, sales tax, discounted department sales, discounted faculty/staff sales, pass-through income, or other merchandise mutually designated as non-commissionable, etc.)

If annual gross sales of the Bookstore shall materially decline as a result of declining enrollment or significant construction (i.e. decrease 5% or more in sales), online textbook sales, or other reasons outside of the control of Follett, OCC agrees to negotiate in good faith with Follett an appropriate reduction in the payments set forth above.

15.2 Follett will provide a \$300,000 capital investment to upgrade and/or enhance the current Bookstore or any new or remodeled facility that will include a college Bookstore. The disposition and use of these funds will be at the sole discretion of OCC. Follett's payments for Bookstore improvements shall not require OCC to repay Follett in whole or part for these improvements. Disbursement of bookstore funds will be at the discretion of OCC consistent with of Section 20 of this Agreement. At the conclusion of the term of this Agreement, any and all remaining portions of the \$300,000 capital investment promised by Follett shall be immediately donated to OCC.

All Bookstore improvements and upgrades made pursuant to this Agreement are the sole property of OCC.

- 15.3 Follett will provide \$15,000 in bookstore gift cards annually to be used for student scholarships or other activities that directly support students, such as student government events, or other events and/or activities as determined by OCC. Follett will also provide an annual \$5,000 cash donation to OCC.
- 15.4 Follett will provide up to \$10,000 for marketing, advertising and community related expenses to support the Bookstore. Expenders of these funds may be in conjunction with other marketing activities of OCC or solely for the purpose of promoting the Bookstore subject to OCC's approval.

16. Payment Schedule:

Guaranteed payments as set forth above shall be made by Follett to OCC in twelve (12) equal payments for each year of this agreement due on the 15th day of each month beginning August 15, 2008, and the final payment for any year, which will include any adjustments required by the percentage of gross sales formula set forth above shall be made by Follett to OCC within thirty (30) days after the end of the applicable contract year.

Each payment shall be accompanied by a detailed statement of its accounting computation and Follett shall furnish supporting documentation to OCC upon request.

16.2 OCC shall invoice Follett for the Classified Employees' wages, taxes and benefits paid by OCC on a monthly basis. Follett shall pay these invoices within 60 days. Any unpaid balances will be subject to 1% interest per month.

17. Meet and Confer:

17.1 In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, prior to initiating arbitration, and as a condition precedent to being entitled to submit to arbitration, 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.

18. Arbitration, Applicable Law, and Venue:

18.1 This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California, without giving effect to the conflicts of law principles thereof. Any disputes arising under this Agreement or related thereto whether in contract or tort shall be settled by arbitration in accordance with commercial rules of the American Arbitration Association ("AAA"). Arbitration proceedings shall be held in Orange County, California. Arbitrations shall be conducted by one independent and impartial arbitrator (the "Arbitrator") appointed by the AAA from a list of arbitrators maintained in the office of the AAA in Los Angeles, California. If the Arbitrator is not acceptable to both parties, AAA will provide a list of three arbitrators and each party may strike one. The remaining arbitrator will serve as the Arbitrator. The Arbitrator shall not be a person who ever has been an affiliate of or attorney for any party or for any of their respective affiliates. Any provisional remedy that would be available to a court of law shall be available from the Arbitrator to the parties pending arbitration. Any party may, without inconsistency with the Agreement, apply to any court of proper jurisdiction in Orange County and seek injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. The Arbitrator's award shall be made in writing. The Arbitrator shall not modify or amend any of the terms and conditions contained in this Agreement. The award of the Arbitrator shall be binding and final and not subject to appeal and may be

entered as a judgment in any court of competent exclusive jurisdiction in Orange County. The parties hereby irrevocably consent and submit to the jurisdiction of the State of California for all purposes relative to any arbitration and to any subsequent entry of judgment on any award rendered pursuant thereto. Each party hereby waives the benefit of any applicable law, which would permit it to appeal the decision of the Arbitrator to any court or other authority. All fees and expenses of the arbitration proceedings shall be borne equally among the parties to the arbitrations. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs.

19. Bookstore Stock and Sales:

19.1 Follett shall purchase from existing operator all salable merchandise in the Bookstore, including new textbooks, used textbooks, trade, reference and technical books, and general merchandise.

19.2 New Textbooks:

- 19.2.1 Follett will purchase new textbooks adopted for the next academic term, in quantities not exceeding course requirements, at standard industry discounts or cost. New textbooks purchased that are not utilized in the next academic term and are not returnable to the publisher will be charged back to OCC.
- 19.2.2 Follett will purchase new textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at the current wholesale price.

19.3 Used Textbooks:

- 19.3.1 Follett will purchase used textbooks adopted for the next academic term, in quantities not exceeding course requirements, at 50% of the current retail selling price. Used textbooks purchased that are not utilized in the next academic term and are not returnable to the wholesaler will be charged back to OCC.
- 19.3.2 Follett will purchase used textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at current wholesale price.

19.4 Trade, Reference and Technical Books (hereinafter "Trade Books"):

- 19.4.1 Follett will purchase Trade Books that have been purchased during the past academic year and are returnable to the publisher at standard industry discounts or cost.
- 19.4.2 Follett will purchase Trade Books not meeting these requirements at a price agreeable to OCC and Follett.

19.5 General Merchandise:

- 19.5.1 Follett will purchase general merchandise traditionally sold in college bookstores, purchased in the past academic year, in saleable condition, and not in excessive quantities, at standard industry discounts or cost.
- 19.5.2 Follett will purchase general merchandise not meeting these requirements at a price agreeable to OCC and Follett.

20. Store Improvements:

20.1 Follett shall spend up to \$300,000 for store improvement. Store improvement expenditures are expressly for furniture, trade fixtures, painting remodeling and related building improvements. Equipment, including point-of-sale equipment that is readily removable, is not a part of store improvement. Any and all store improvement becomes the sole property of OCC.

Follett will have the responsibility to use store improvement funds to contract for third-party design and project management services, architectural and engineering services, cabling and infrastructure, build-out, floor and wall coverings, decorating, lighting, and fixtures that are not readily removable Subject to prior approval of OCC.

- 20.2 Follett shall prepare complete plans and specifications for the store improvements for review and approval by OCC, and shall work closely with OCC to develop mutually acceptable plans. OCC shall have the final approval over all the plans. However, if store improvements exceed \$300,000, OCC shall be responsible for the excess.
- 20.3 When OCC has given final approval to the Plans, Follett shall submit an installation and construction schedule for OCC approval. OCC shall review and comment on the Plans and schedule in a reasonable time frame to allow the project completion date to be met.
- 20.4 The Store Improvements shall meet or exceed the requirements of the Americans with Disabilities Act ("ADA") and all other applicable codes, laws and regulations, and shall be in accordance with Follett's Design Intent documents.

21. Store Capital Equipment

- 21.1 All items considered as Store Capital Equipment will either be the existing property of OCC, identified by inventory tags and logs, or new equipment purchased by Follett.
- 21.2 All OCC Store Capital Equipment will be repaired or replaced and maintained by OCC and shall always be the sole property of OCC.

- 21.3 All Store Capital Equipment purchased by Follett will remain the property of Follett. Follett will also be responsible for repairing or replacing and maintaining its Store Capital Equipment.
- 21.4 If necessary, prior to purchase of movable store fixtures from the \$300,000 capital investment, Follett and OCC shall agree who will retain ownership of movable store fixture(s).

22. Rights upon Termination, Expiration or Non-Renewal:

- 22.1 This Agreement may be terminated at any time prior to the expiration of the term hereof by either party upon 30 days prior written notice to the other party:
- 22.2 If the other party materially breaches any representation, warranty, covenant or agreement in this Agreement and fails to cure such breach within 60 days after having received written notice thereof from the non-breaching party (or, if such cure is not reasonably capable of being performed within such 60-day period, the breaching party fails to diligently commence such cure within such 60-day period and thereafter continues to diligently pursue such cure); or
- 22.3 If (i) the other party becomes insolvent, or (ii) if an application, petition or proceeding is made or begun by or against the other party or its property involving or relating to insolvency, bankruptcy, reorganization or liquidation, receivership or assignment for the benefit of creditors and is not dismissed within (90) days.
- 22.4 Termination, expiration or non-renewal of this Agreement shall not affect any right of either party accrued prior to such termination, expiration or non-renewal.
- OCC shall pay or shall cause a successor of the OCC Bookstore to pay Follett the unamortized book value (calculated on the straight-line method) from the inservice date(s) (over the greater of 5 years or until expiration of this Agreement) of store improvements and capital investments paid by Follett. OCC shall not pay Follett the unamortized book value of these improvements and investments if the Agreement is terminated due to Follett's bad faith breach of the Agreement.
- 22.6 On any termination, expiration or non-renewal of this Agreement, OCC shall purchase, or cause to be purchased, the Bookstore inventory then on-hand under the same terms as purchased by Follett. Repurchase of inventory includes all supplies, reference material, and merchandise in clean and saleable condition, up to a six month supply. Repurchase of textbooks includes all books in a saleable condition and adopted for the next textbook order cycle.

23. Insurance:

During the term of this Agreement, Follett shall keep in force, at its own expense, at least the following insurance, all in accordance with this Section:

- 23.1.1 Commercial General Liability having a combined single limit of not less than \$1,000,000 per occurrence covering contractual liability and products/completed operations;
- 23.1.2 Business Automobile Liability having a combined single limit of not less than \$1,000,000 per occurrence covering claims arising out of ownership, maintenance, or use of owned or non-owned automobiles;
- 23.1.3 Worker's Compensation insurance having limits not less than those required by applicable statute;
- 23.1.4 Employer's Liability in the amount of at least \$1,000,000; and
- 23.1.5 Excess or Umbrella Liability in the amount of at least \$2,000,000.
- 23.1.6 District, its affiliates, officers, directors, trustees, volunteers, and employees shall be named as additional insureds under the Commercial General Liability policy upon OCC's.
- 23.1.7 Follett shall furnish industry standard Certificate[s] of Liability Insurance to OCC showing the coverage required by this Section within 30 days after execution of this Agreement or before Follett takes possession of the Bookstore, whichever is earlier. The Certificate[s] shall provide that the issuing company will endeavor to mail written notice to the Certificate Holder (OCC) within 30 days in the event of any policy cancellation or termination. In addition, insurance shall also include an endorsement naming the Coast Community College District, its Board of Trustees, Officers, Directors and Employees, and Orange Coast College as additional insureds.
- 23.1.8 OCC will notify Follett of any flood plain zoning changes affecting the Bookstore within 30 days of receiving notice of such change from any source.
- 23.1.9 If District causes any work to be performed by a third party on the building housing the Bookstore, then OCC will provide Follett an industry standard Certificate of Liability Insurance from the third party's insurance company(ies) showing Follett as an additional insured under the third party's Commercial General Liability policy and Business Automobile Liability policy. Both policies shall show combined single limits of \$1,000,000 per occurrence.

24. Indemnification:

24.1 Follett shall defend, indemnify and hold harmless the District, OCC, its Board of Trustees, affiliates, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), arising out of any: (i) damage, destruction or loss of any property (including but not limited to OCC's property); or (ii) injury to or death of any person (including but not limited to any employee of OCC), which results from or arises out of negligent or willful acts or omissions of Follett, its officers, agents and employees, in the performance of this Agreement.

24.2 To the extent permitted by applicable law, OCC shall defend, indemnify and hold harmless Follett, its affiliates, directors, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees) arising out of any: (i) damage, destruction or loss of any property (including but not limited to Follett's property); or (ii) injury to or death of any person (including but not limited to any employee of Follett); which results from or arises out of negligent or willful acts or omissions of OCC, its officers, agents or employees, in the performance of this Agreement.

25. Independent Contractor Status:

The relationship of the parties is that of independent contractors, and no tenancy, partnership, joint venture, agency, fiduciary or other relationship is created. Neither party may order any goods or services, incur any indebtedness, or enter into any obligation or commitment on the other party's behalf.

26. Non-Assignability:

Neither party may assign or sublet this Agreement in whole or in part without the prior written consent of the other party, except that either party may assign this Agreement in its entirety to an affiliate that controls, is controlled by or is under common control with such party. This Agreement is made for the exclusive benefit of the parties, and no benefit to any third party is intended.

27. Provisions of Request for Proposal:

To the extent consistent with this Agreement, any and all sections of the Follett RFP submitted with the date of March 5, 2008 are considered an extension of this Agreement and have the same binding obligations as this Agreement. In the event of any ambiguity between the Follett RFP and this Agreement, this Agreement takes precedence.

28. Severability:

If any provision of this Agreement is finally adjudicated illegal, invalid, in excess of the authority of either party hereto or otherwise unenforceable, then such provision shall be severed, and the remainder of this Agreement shall remain in force as if such adjudicated provision were never included in this Agreement.

29. Integrated Agreement:

This Agreement is the sole expression of the understanding of the parties with respect to operation of the OCC Bookstore, supersedes all prior statements and agreements with respect thereto, and may not be modified, amended or waived except in writing, signed by an authorized representative of the party against whom such modification, amendment or waiver is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

GROUP, INC.	(ORANGE COAST COLLEGE)
By: / Men / Chipter	By: 7-7.71
Name: Thomas A. Christopher	Name: Hose Graig Richard T. Page
Title: President	Title: Vice President, Student Services
Date: July 23, 2008	Date: July 29,2008
	COAST COMMUNITY COLLEGE DISTRICT (DISTRICT)
	By: Cufomhuluall
	Name: C.M. Brahmbhatt
	Title: Vice Chancellor, Admin Services
	Date: JUL 3 0 2008

SMHC MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "MSA") is by and between SMH Colocation ("SMHC") and Coast Community College District ("Customer"). Capitalized terms are defined where they appear or in the "Definitions" section.

As of the Requested Service Date, SMHC will provide, and Customer will purchase, under the terms of the Agreement, the Services checked below and described in the applicable SMHC Service Schedules and SMHC Service Guides. If mutually agreed to in writing, the Agreement may be updated by the parties to include additional Services, and the Agreement will govern all such subsequently added Services.

38	Colocation Services		Colocation Bandwidth Services
1.	Services. This MSA forms part of th	e "Aaree	ment" between SMHC and Customer, which includes this MSA plus the applicable SMHC
•••	Service Schedules ("Service Schedul	le"). SMH	C Service Level Agreement ("SLA") Attachments, SMHC Service Guides ("Service Guide").
	SMHC Service Orders ("Service Orders	er"), and	SMHC Acceptable Use Policy ("AUP"). SMHC and/or its affiliates will provide the Services
	in accordance with the Agreement. S	SMĤC ma	ay accept or reject any Service Order and will not be bound by any Service Order until it is
	accepted in writing by an authorized	represer	ntative of SMHC. SMHC will not be bound by any Customer issued purchase order forms
	Customer may order additional Servi	ces by ex	recuting the applicable Service Order, and, if necessary, a Service Schedule. Any requests
			ribed in the applicable Service Schedule, Service Guide, or Service Order will be provided
	on an individual case basis and at an	additiona	al cost to Customer.
2.	Payment. Billing for each Service s	hall com	mence on the "Requested Service Date," as defined in the applicable Service Schedule.
	SMHC will attempt to provide the Sei	rvices by	any Requested Service Date, but will not be liable for any delays in Service delivery other
			ce Date on a pro rata basis for such delay. Notwithstanding the foregoing, in the event that
			SMHC reserves the right to commence billing for such Service on a pro rata basis. SMHC
	will commence bliling when SMHC is	ready to	deliver Services, regardless of Customer's readiness to use such Services. SMHC may, at
			ple form of security if it reasonably questions Customer's ability or willingness to pay. All
			e designated on the invoice ("Due Date"). In addition to the Service charges and fees, kes assessed in connection with the Services and any applicable third party charges (e.g.,
			mount not received by the Due Date will be considered past due and subject to interest at
			hest rate permitted by applicable law. If Customer disputes an invoice, Customer must pay
	the undisputed amount and submit we	ritten noti	ce of the dispute by the Due Date, or the Customer's right to dispute the invoice is waived.
3.	Acceptable Use. All use of SMHC's	network a	and the Services by Customer and its End Users shall comply with the Service Guides and
	AUP. SMHC may make reasonable of	changes t	to the AUP at any time and such change will be effective upon posting to SMHC's website
	or other notice to Customer. SMHC n	nay suspe	end the Services without notice or otherwise restrict access to the SMHC network if SMHC
	leams of, in its reasonable discretion,	an AUP	violation that is unlawful or is likely to cause loss or damage to SMHC or its customers.
4.	Termination. Customer may termina	ite the Ag	preement, in whole or in part, upon thirty (30) days written notice in the event of a material
	breach of the Agreement by SMHC	if such	breach is not cured within that period. SMHC may suspend Service or terminate the
	Agreement, in whole or in part: (a) up	pon ten (*	10) days notice in the event of any payment default, if such default is not cured within that
			ent of any AUP violation, if such violation is not cured within that period; (c) upon notice if
	Customer becomes or is declared ins	solvent or	r bankrupt or is the subject to any voluntary or involuntary petition related to its liquidation,
	breach of the Agreement by Custome	a receive	er or similar officer for it; (d) upon thirty (30) days notice in the event of any other material
			breach is not cured within that period (unless a different notice period expressly set forth in ts to use the facility through which the Services are provided terminates or expires for any
			rvice prior to the Requested Service Date of such Service, Customer will be liable for any
			forth in the Service Schedule. If, after the delivery of Service but prior to the conclusion of
	the applicable Service Term, the Sen	vice or the	e Agreement is terminated either by SMHC for cause or by Customer for any reason other
	than cause. Customer shall be liable	e for: (a)	an early termination charge equal to 100 percent of the then-current monthly recurring
			of months remaining in the Service term; (b) monthly recurring charges accrued but unpaid
			rty provider charges and any out-of-pocket expenses incurred by SMHC (e.g., cancellation
	charges or annual software license fe	es). Thes	se termination charges constitute liquidated damages and are not intended as a penalty.
5.	Disclaimer of Warranties. SMHC N	/AKES N	IO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY
	OPERATION OF LAW, STATUTOR	Y OR O	THERWISE, RESPECTING THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY
			FITNESS FOR A PARTICULAR PURPOSE. THESE DISCLAIMERS SHALL NOT LIMIT
			ABLE REMEDIES PROVIDED FOR IN ANY APPLICABLE SLA ATTACHMENT.
6.	Limitation on Liability, NOTWITHS	SIANDIN	IG ANYTHING TO THE CONTRARY CONTAINED IN THIS MSA OR ANY SERVICE
			BILITY OF SMHC ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE
			AID BY CUSTOMER TO SMHC FOR THE AFFECTED SERVICE WHICH GIVES RISE TO
	SUCH LIABILITY IN THE THREE MU	UNIH PE	ERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES. IN NO
			DAMAGES WHATSOEVER FOR LOST PROFITS, LOST REVENUES, LOSS OF GOOD
			LOSS OF DATA, SOFTWARE OR FIRMWARE, THE COST OF PROCURING OR ES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR
			ES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR RELATED TO THIS AGREEMENT. NEITHER PARTY MAY BRING A LEGAL ACTION
			EAR AFTER THE CAUSE OF ACTION AROSE.
			efend and hold SMHC, its affiliates and each of its owners, directors, officers, employees
	and agents, harmless from any and	all claims	s, suits, expenses, losses, demands, damages, costs, and liabilities of any kind or nature

SMHC FORM - MASTER SERVICES AGREEMENT - COASTLINE 20100329

Page 1 of 3

Initial _____

whatsoever (including, but not limited to, reasonable attorney's fees, costs of investigation and court costs) arising from or relating to any use, attempted use or resale of the Service or otherwise arising from or relating to this agreement, unless such claims, suits, expenses, losses, demands, damages, costs, or liabilities are a result of the gross negligence or willful misconduct of SMHC or its owners, directors, officers, employees, or agents.

- 8. Insurance. Each party shall carry and maintain during the Term, at its own cost and expense, commercial general liability insurance in an amount not less than \$2 million per occurrence with a \$2 million aggregate covering claims for bodily injury, death, personal injury or property damage. The liability insurance limits required herein may be obtained through any combination of primary and excess or umbrella liability insurance. Customer shall cause its liability insurance provider(s) to name SMHC (and any underlying property owner, as requested by SMHC) as an additional insured as its interest may appear with respect to the Agreement. Customer shall deliver to SMHC certificate(s) of insurance which evidence such minimum levels of insurance and additional insured status prior to the Effective Date. Such certificates shall contain a statement that the insurance coverage shall not be materially changed or cancelled without at least 30 days' prior written notice to SMHC. Customer shall waive and/or cause its insurance carriers to waive all rights of subrogation against SMHC, which will include, without limitation, an express waiver in all insurance policies. In all events and/or occurrences, insurance held by Customer will be considered primary and insurance held by SMHC secondary.
- 9. Confidentiality. Neither party shall, without the prior written consent of the other party, disclose (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will take all reasonable precautions to protect Confidential Information directly disclosed to it by the other party, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (i) to any consultants, contractors, and counsels who have a need to know in connection with the Agreement and have executed a reasonably protective non-disclosure agreement with the disclosing party, or (ii) by operation of or pursuant to law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the disclosing party shall, unless legally prohibited, provide the non-disclosing party with reasonable prior written notice sufficient to permit the non-disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this section, the other party shall have the right to seek injunctive relief.
- 10. Publicity. SMHC may publicly refer to Customer as a customer of SMHC and use Customer's name, trademarks, or other proprietary identifying symbols as part of SMHC's marketing activities.
- 11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to any conflict of law or choice of law principles in the State of California that might result in the application of the law of another jurisdiction. The parties agree that any actions arising out of or related to the Agreement shall be brought exclusively in the United States District Court for the Central District of California (Southern Division) or, in the event the U.S. District Court lacks jurisdiction, the California Superior Court (County of Orange). Each party agrees to submit itself to the jurisdiction and venue of such courts for purposes of any such action.
- 12. Assignment. Neither party may assign the Agreement, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld provided any assignee has the same level of financial standing and creditworthiness as the assignor. Subject to the foregoing, the Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- 13. Force Majeure. Neither party will be liable for any failure or delay in its performance under the Agreement (other than a failure to comply with payment obligations) due to a Force Majeure Event. If a Force Majeure Event suspends the provision of Service hereunder for a period of thirty (30) days, either party may terminate the affected Service by providing thirty (30) days written notice of such election.
- 14. Monitoring. SMHC will not monitor Customer data or use of the Service unless such examination is required in order to respond to an alleged violation of the Agreement or pursuant to any legal process or statutory requirement. The parties acknowledge that SMHC exercises no control whatsoever over, and has no responsibility for, any content or data transmitted or maintained using the Services, nor for the information or material accessible upon, or actions taken on, the Internet or SMHC's network, and SMHC expressly disclaims any liability arising therefrom.
- Maintenance. Customer acknowledges that the Services may be subject to routine maintenance or repair and agrees to cooperate in a timely manner and reasonably provide such access and assistance as necessary to affect such maintenance or repair.
- 16. Waiver. Except as otherwise stated herein and elsewhere in the Agreement, neither party's failure to insist upon strict performance of any provision of the Agreement shall be construed as a waiver of any of its rights hereunder. If Customer fails to comply with the timelines in an SLA Attachment for claiming its rights to credit and/or other remedy, Customer shall be deemed to have waived such rights. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement.
- 17. **Miscellaneous**. All provisions in the Agreement that by their nature are intended to survive expiration or termination shall so survive. If any term of the Agreement is held unenforceable, the unenforceable term shall be construed as nearly as possible to reflect the original intent of the parties, and the remaining terms shall remain in effect. The Agreement does not provide any third party (including End Users) with any remedy, liability, claim, cause of action or other right or privilege against SMHC. In the event of conflict among terms of the Agreement, the order of priority shall be as follows: the Service Schedule, then this MSA, then the Service Guide and any SLA Agreement, and then the Service Order with the latest date. All Service Schedules, Service Guides, SLA Attachments, Service Orders, and amendments to the Agreement shall be in writing and signed by the parties' authorized representatives. The Agreement constitutes the entire agreement of the parties with respect to the Services or rights and obligations relating to the Services and supersedes any other prior proposal, agreement or understandings, whether oral or written, related to the subject matter hereof. The individuals signing the Agreement represent and warrant that they are authorized to bind and do so bind the party on behalf of which they are executing the Agreement. SMHC may act in reliance upon any instruction or signature of Customer reasonably believed by SMHC to be genuine and to have authority to do so. The Agreement may be executed in two or more counterparts, each of which is an original, but all of which together shall constitute one and the same document. A facsimile copy of the Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of the Agreement.
- 18. Attorney's Fees. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorney's fees.
- 19. Notice. All notices required to be given hereunder shall be in writing and shall be deemed given if sent to the addressee specified below:

 (a) by either registered or certified United States mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service and addressed to the persons set forth herein, the next business day. All other notices, including notices of non-payment, may also be sent via facsimile or email, and will be deemed given on the day delivery is electronically confirmed.
- Definitions.
 "AUP" means SMHC's Acceptable Use Policy located on its website at http://www.streamingmediahosting.com/aup.htm.

"Confidential Information" means any non-public information of the parties hereto relating to its business activities, financial affairs, technology, marketing or sales plans that is disclosed directly pursuant to the Agreement. Confidential Information includes, but is not limited to, the terms and pricing of the Agreement. Confidential Information shall not include information which: (i) is or becomes public knowledge through no breach of the Agreement by the receiving party, (ii) is received by recipient from a third party not under a duty of confidence, or (iii) is already known or is independently developed by the receiving party without use of the Confidential Information.

"Effective Date" means the date that Customer first accesses SMHC Premises pursuant to the Agreement.

"End Users" means Customer's members, end-users, customers or any other third parties who utilize or access the Services or the SMHC network via the Services provided hereunder.

"Force Majeure Event" means an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war, acts of God; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefore, or lack of or delay in transportation.

"Service" means the service provided by SMHC and/or its affiliates and subcontractors as set forth on the Service Order.

"Taxes" means any applicable foreign, federal, state, or local taxes and charges assessed in connection with the Service, including without limitation, all governmental excise, use, sales, value-added and occupational taxes and other fees, or other similar surcharges and levies, but excluding any taxes based on SMHC's net income.

"Term" means the period from the Effective Date to the last Service Term, as "Service Term" is defined in the SMHC Service Schedule.

The undersigned parties have read and agree to the terms set forth in this SMHC MASTER SERVICES AGREEMENT and further acknowledge and agree to be bound by it as well as any applicable SMHC Service Schedules ("Service Schedule"), SMHC Service Guides ("Service Guide"), SMHC Service Level Agreement ("SLA") Attachments, SMHC Service Orders ("Service Order"), and the SMHC Acceptable Use Policy ("AUP").

SMH Colocation ("SMHC")	Customer:
177 Riverside Ave, Suite 241 Newport Beach, CA 92663	Address:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Email:	Email:
Date:	Date:

[Remainder of Page Intentionally Left Blank]

STREAMINGMEDIA HOSTING

SMHC COLOCATION SERVICE SCHEDULE

This SMHC Colocation Service Schedule "Service Schedule" sets forth the terms and conditions applicable to the Colocation Services provided to Customer by SMHC. This Service Schedule will supplement and/or modify the SMHC Master Services Agreement by and between Customer and SMHC with respect to the Services provided hereunder. Except as expressly modified herein, the terms of the Agreement, as defined in the SMHC Master Services Agreement, will remain unchanged. All non-technical capitalized terms not defined herein will have the meaning set forth in the Agreement. Technical terms used herein will be defined as commonly understood in the industry.

- Services. This Service Schedule includes terms and conditions generally applicable across all of the Services provided hereunder, as
 well as terms and conditions that may apply only to specific individual Services as noted herein. Such Service specific terms and
 conditions will apply only to the relevant Service if provided to Customer hereunder. The type and details of the specific Services ordered
 by Customer will be set forth in a Service Order.
- 2. SMHC Service Guides, Service Level Agreements.
 - 2.1 A description of each individual Colocation Service, including technical details and additional requirements or terms, if any, is located in the SMHC Service Guide ("Service Guide") applicable to that particular Service. Each Service Guide applicable to any Service ordered hereunder is incorporated herein by reference. Because SMHC constantly strives to improve its services and deploy new technologies, SMHC may modify or supplement a Service Guide upon not less than thirty (30) days prior notice to Customer. SMHC will use commercially reasonable efforts to minimize the impact of any such changes to the affected Service.
 - 2.2 The Service Level Agreement ("SLA") applicable to each individual Colocation Service ordered hereunder, if any, will be set forth in an SLA Attachment to this Service Schedule. Each SLA Attachment appended hereto is incorporated herein by reference. The applicable SLA provides Customer's sole and exclusive remedies for any Service interruptions, deficiencies, or failures of any kind. If such remedies include service credits, the parties agree that such credits constitute liquidated damages. No otherwise applicable SLA, including any remedies thereunder, shall apply with respect to any Excluded Events. "Excluded Event" means any event that adversely impacts the Service that is caused by (a) the acts or omissions of Customer, its employees, customers, contractors, agents, or End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by SMHC; (c) Force Majeure events; (d) scheduled maintenance, alteration or implementation; (e) any suspension of Service pursuant to the Agreement; (f) the unavailability of required Customer personnel, including as a result of failure to provide SMHC with accurate, current contact information; or (g) any other circumstance specified in the applicable Service Guide.
- 3. Rates, Billing. Customer will pay all applicable rates and charges set forth in the relevant Service Order. Billing will commence on the Requested Service Date. Except as otherwise set forth in the applicable Service Order, (a) recurring minimum monthly charges will be billed monthly in advance, (b) varying or usage-based charges will be billed monthly in arrears and (c) installation or other non-recurring charges will be billed upon execution of the Agreement. Any billing or pricing terms applicable to a particular Service will be set forth in the relevant Service Guide and/or Service Order. SMHC will not modify the rates for the Service during the Term, except as provided in the Fluctuation of Energy Prices section below. Rates will be subject to re-negotiation for each renewal term.
- 4. Fluctuation of Energy Prices. Due to the fact that SMHC cannot fix the rates it pays for energy, SMHC reserves the right to increase rates associated with any existing Service at any time in order to pass through increases in such Service's underlying energy costs by notifying Customer at least thirty (30) days prior to the effective date of such rate change. For Services where the price stated on the Service Order includes charges for both space and power, fifty-five percent (55%) of the aggregate charges will be considered power charges for purposes of calculating any such rate increase.
- 5. Term.
 - 5.1 Each Service has a minimum term which will be the period set forth in the relevant Service Order for such Service (the "Initial Service Term"). The Initial Service Term begins on the Requested Service Date. The Initial Service Term shall be synonymous with the "Service Term".
 - 5.2 If Customer terminates a particular Service without cause or SMHC terminates a particular Service for cause, and SMHC cannot continue to provide an additional related service (the "Related Service") as a result of such termination, then the Related Service shall be deemed terminated for cause by SMHC and any applicable termination or cancellation charges shall apply.
 - 5.3 If Customer terminates an ordered Service prior to its Requested Service Date, Customer agrees to pay a pre-delivery cancellation fee including all out-of-pocket costs or expenses incurred by SMHC (e.g., ordered equipment or licenses) or imposed on SMHC by any third party in connection with such terminated Service, and one month's recurring monthly charges per terminated Service. Separate early termination charges for Services terminated after the Requested Service Date are set forth in the MSA. The parties agree that such cancellation fees and early termination charges constitute liquidated damages and are not intended as a penalty.
- 6. Equipment. If Customer provides its own Equipment in connection with the Service, the following terms shall apply.
 - 6.1 Except as may be expressly set forth in the applicable Service Guide or Service Order, Customer is responsible for the installation, maintenance, compatibility and performance of Customer Equipment. "Customer Equipment" means any computer hardware, materials and any other tangible equipment (excluding all related data, software or firmware) used in connection with the Service and not provided by SMHC.
 - 6.2 Customer will provide SMHC, and update as necessary, a written list of all Customer Equipment located in the "Customer Area," defined as the space within a SMHC data center or other SMHC facility ("SMHC Premises") specifically identified as available to Customer for the placement and operation of the Customer Equipment. Customer agrees to obtain SMHC's written approval prior to: (a) placing any Customer Equipment in the Customer Area; (b) moving any Customer Equipment within a SMHC Premises; or (c) moving any Customer Equipment between SMHC Premises. SMHC shall have the right to tag any Customer Equipment for identification purposes as SMHC deems appropriate.

- 6.3 All Customer Equipment and any related materials used in connection with the Service shall comply with all applicable manufacturer specifications and applicable laws, regulations, and industry standards, including, but not limited to, those relating to proper installation, power consumption and ventilation/power dissipation.
- 6.4 If SMHC determines that Customer Equipment needs to be moved to another Customer Area within the same SMHC Premises or to another SMHC Premises due to either Customer's requirements for additional space or SMHC's reasonable business needs, Customer will cooperate with SMHC to complete the relocation. SMHC will use reasonable efforts to minimize interruptions to any affected Services.
- SMHC may demand that Customer rectify, disconnect or remove any Customer Equipment that is unauthorized, noncompliant with the terms herein, or otherwise presents any risk of harm to SMHC, its employees, agents, contractors, or customers, or the SMHC Premises. If Customer fails to take appropriate action within a reasonable time after receiving any such demand, SMHC may upon prior notice to Customer access the Customer Area to take appropriate action itself. Notwithstanding the foregoing, if SMHC determines, in its reasonable discretion, that any Customer Equipment presents an immediate risk to SMHC, its employees, agents, contractors, or customers, or the SMHC Premises, SMHC may immediately disconnect or remove such Customer Equipment from the Customer Area without prior notice to Customer and without liability to SMHC.
- If SMHC, at no charge and as a convenience for Customer, stores Customer Equipment pending its installation or other placement at a SMHC Premises, this storage will be considered as incidental to the Service for which the equipment is used and therefore no document given by SMHC to Customer regarding this storage will be deemed to be a warehouse receipt. If this storage continues for more than thirty (30) days, SMHC may return, at Customer's expense, the stored Customer Equipment. For avoidance of doubt, the risk of loss for any Customer Equipment during any storage period shall be upon Customer, and SMHC shall have no responsibility whatsoever for damages to such Customer Equipment.
- 6.7 If, upon any expiration or termination of a Service, the Customer has failed to pay SMHC all amounts owed SMHC hereunder when due, Customer agrees that SMHC may take possession of any Customer Equipment (without liability for any related damage) and, in its sole and reasonable discretion, store it at Customer's expense until Customer remits all amounts owed hereunder (including expenses related to such storage) or liquidate the Customer Equipment in any reasonable manner and recover from such liquidation the amount(s) owed by Customer to SMHC (including any expenses related to such liquidation).
- 6.8 Unless otherwise agreed in writing by SMHC, in its sole discretion, Customer shall only interconnect Customer Equipment to the network services of SMHC, SMHC Equipment or facilities, or third party services made available by SMHC.
- 6.9 IN ADDITION TO ALL OTHER LIMITATIONS OF LIABILITY CONTAINED IN THE AGREEMENT, SMHC SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO, OR LOSS OF, ANY CUSTOMER EQUIPMENT RESULTING FROM ANY CAUSE, OTHER THAN AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SMHC.
- Access to SMHC Premises. If Customer, its employees, agents, contractors, or end users access any SMHC Premises in connection with the Service, the following terms shall apply.
 - 7.1 Except where Customer has the written consent of SMHC to do so, Customer shall not make any construction changes or alterations to the interior or exterior of the SMHC Premises or the Customer Area. SMHC reserves the right to perform and manage any construction or material alterations within the Premises or Customer Area at rates to be agreed upon by the parties.
 - 7.2 Customer shall comply with the Applicable Use Policy ("AUP") of the Service and SMHC Premises. Customer's access to a SMHC Premises is limited to the written list of representatives provided by Customer and approved in writing by SMHC.
 - 7.3 SMHC may enter a Customer Area and/or access Customer Equipment in a Customer Area only to the extent necessary to: (a) provide a Service; (b) enforce compliance with the AUP; (c) tag equipment as necessary; or (d) otherwise enforce the terms of the Agreement.
 - 7.4 In addition to any SMHC rights pursuant to the Agreement and any other rights or remedies available at law or in equity, in the event of (a) any violation of the AUP; (b) any failure to pay amounts due hereunder when owed; (c) Customer's failure to comply with any terms or conditions herein; or (d) any risk of harm to SMHC, its employees, agents, contractors, or customers, or the SMHC Premises presented by Customer, its employees, agents, contractors, or Customer Equipment, SMHC will have the right to suspend immediately the applicable Service(s) and/or restrict Customer's access to the SMHC Premises, to the extent and for so long as deemed reasonably necessary by SMHC to address the underlying event.
 - 7.5 Customer shall maintain the Customer Area in a safe and orderly manner and shall be responsible for the removal of trash, packing, cartons, etc. from SMHC Premises.
 - 7.6 Within five (5) days of the effective date of any expiration or termination of the Service Term, Customer shall (a) remove from the SMHC Premises all Customer Equipment and any other Customer property; and (b) return the Customer Area to SMHC in the same condition as it was on the Effective Date, normal wear and tear excepted. If Customer does not remove the Customer Equipment and its other property within such five day period, SMHC may move any and all such Customer Equipment and property to storage and Customer agrees to pay for the cost of such removal and storage. If Customer does not remove the Customer Equipment and its other property, or pay all costs associated with shipping it back to Customer from storage, within thirty (30) days of the date of the expiration or termination, SMHC may liquidate the Customer Equipment and property in any reasonable manner and retain the proceeds to the extent of any debt owed to SMHC by Customer and reasonable costs of removal, storage and sale.
 - 7.7 Customer will indemnify, defend and hold SMHC, its affiliates, and customers harmless from and against any and all claims, damages, costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) resulting from or arising out of any loss or damage (including, but not limited to, the Customer Area, SMHC Premises, SMHC equipment or other customer equipment or business) caused by Customer, its employees, agents, contractors, or End Users, or any Customer Equipment, unless such claims, damages, costs, liabilities, losses or expenses are a result of the gross negligence or willful misconduct of SMHC or its owners, directors, officers, employees, or agents.
 - 7.8 Customer is responsible and liable for all activities of Customer's representatives or that occur under Customer's account.
- 8. Insurance. In addition to the insurance obligations set forth in the Agreement, Customer shall procure and keep in full force and effect during the Service Term of any Colocation Services hereunder the following minimum insurance coverage: (a) Workers' Compensation in compliance with all applicable statutes of appropriate jurisdiction (including Employer's Liability with limits of \$500,000 each accident); and (b) "All Risk" Property insurance covering all of Customer's Customer Equipment and personal property located in SMHC Premises. Customer acknowledges that it retains the risk of loss for, loss of (including, without limitation, loss of use), or damage to, Customer Equipment and other personal property located in a SMHC Premises. Customer further acknowledges that SMHC's insurance policies do not provide coverage for Customer's Equipment / personal property located in a SMHC Premises. Customer shall require any contractor,

- customer or other third party entering any SMHC Premises on Customer's behalf to procure and maintain the same types, amounts and coverage extensions as required of Customer above and in the Agreement.
- 9. Intellectual Property. In the event that any Service(s) supplied by or through SMHC under this Service Schedule becomes, or in SMHC's reasonable opinion is likely to become, the subject of a claim of infringement, SMHC may, at its sole option, either: (a) procure for Customer the right to continue use of the affected Service(s); (b) provide a modification to the affected Service(s), so that its use becomes non-infringing but remains materially similar to the affected Service(s); (c) replace the affected Service(s) with a non-infringing version which is materially similar to the affected Service(s); or (d) terminate the affected Service(s) without further liability or obligation to Customer.
- 10. No Lease; Service Schedule Subordinate to Master Lease. This Schedule forms a service agreement and is not intended to and will not constitute a lease of any real property. Customer acknowledges and agrees that (a) it has been granted only a license to occupy the Customer Area and use the SMHC Premises and any equipment provided by SMHC in accordance with this Service Schedule and the Agreement; (b) Customer has not been granted any real property interest in the Customer Area or SMHC Premises; (c) Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances; and (d) this Schedule, to the extent it involves the use of space leased by SMHC, shall be subordinate to any lease between SMHC and its landlord(s).

The undersigned parties have read and agree to the terms set forth in this SMHC Colocation Service Schedule and further acknowledge and agree to be bound by it and the remainder of the terms of the Agreement.

SMH Colocation ("SMHC")	Customer:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

[Remainder of Page Intentionally Left Blank]

				·
				÷
•				·
				· _
\bigcirc		\bigcirc		• • • • • • • • • • • • • • • • • • • •



Customer: Coast Community College District

Account Manager:

Date Prepared: 3/29/2010

AHC Service Order							
Data Center:	SNA1		2463 W. La	a Palma, Ana	heim, CA		
Initial Service Term:	12 Months						
				Mon	thly	Set	up
Colocation Space		Qty.	Sq.Ft.	Each	Total	Each	Total
Cabinet (High Power)		1	32	\$720	· \$720		
			i		·····	·····i	
		Sub Total:	32	1	\$720		
				Mont	·	Set	บอ
Power Circuits	Designation	Qty.	Total Watts	Each	Total	Each	Total
208v 20a (L6-20)	Redundant	2	4,160	\$395	\$790		

·							
		 					
		1			-		
	1						
	<u> </u>					-	
	ļ	+					
	<u> </u>	 ,	l				
		Sub Total:	4,160		\$790		
				Mont	hly	Set	up
Connectivity			Qty.	Each	Total	Each	Total
Internet Bandwidth (Megabits per Second)			10	\$59	\$590		
Redundant Connection (FastE <100Mb)			1	\$50	\$50		
			i				
		Sub Total:			\$640		
				Mont	hly	Set	up
Options			Qty.	Each	Total	Each	Total
	 						
·							
		Sub Total:					
			•	Monthly		Setup	
				Total:	\$2,150	Total:	
Additional Terms							
Requested Service Date: July 1, 2010	, , , , , , , , , , , , , , , , , , , ,	*****************					
·····			···				
The undersigned parties have read and agree to the t	erms set forth in th	is SMHC Service	Order and fu	rther acknowle	dge and agree (to be bound b	y it and th
remainder of the terms of the Agreement.							
SMH Colocation ("SMHC")		(Customer: Co	oast Commun	ity College Dis	strict	

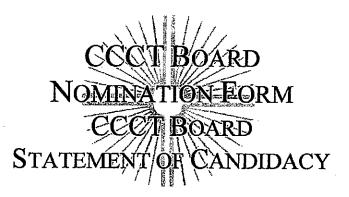
	The undersigned parties have read and agree to the terms set forth in this SMHC Service Order and further acknowledge and agree to be bound by it and the remainder of the terms of the Agreement.				
l	SMH Colocation ("SMHC")	Customer: Coast Community College District			
	Signature:	Signature:			
l	Printed Name:	Printed Name:			
	Title:	Title:			
Ì	Date:	Date:			
l					

,			
•			
			• • • • • • • • • • • • • • • • • • • •

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the	Santa Monica	Community
College District nominates	Louise Jaffe	to be a
candidate for the CCCT Board.		
This nominee is a member of the	Santa Monica	Community
College District governing board, which	h is a member in good standing of the (Community College League of
California. The nominee has been con	tacted and has given permission to be p	laced into nomination.
Enclosed are the Statement of Candida	1/127	
	Signature of Clerk or Secretary of	Governing Board



Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME:	Louise Jaffe	DATE: <u>February 5, 2010</u>
CUMPIDA LES MAME.	Louise Jaue	DATE: <u>redruary 5, 2010</u>

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

These challenging times define us. CCCT must be a strong voice for preserving access for our students while improving quality. We must listen and learn from each other and seize this opportunity to ensure community colleges are recognized and funded as California's essential link to higher education and skilled jobs.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

An experienced advocate, I am friendly, respectful, deliberative, pragmatic. By continuing to serve as a CCCT Board member, I learn more about each college's concerns. I am committed to being helpful and effective, participating in Sacramento meetings and hearings to look out for and support all our colleges and students.



Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL				
Name	: Louise Jaffe	· · · · · · · · · · · · · · · · · · ·	_ Date:	February 8, 2010
Addr	ess: <u>1121 Grant S</u>	treet		
City:	Santa Monica		_ Zip <u>:</u>	90405
Phone	:: (310) 450-248		(
E-Mai	•	SE@smc.edu	.	(office)
EDUCATIO	4	·		
Certificates	Degrees: <u>Bachelor</u>	's Degree, Antioch College	<u> </u>	
Curre	nt doctoral student in	the UCLA Educational Lea	dership	Program
Professio	NAL EXPERIENCE			
Prese	t Occupation: Script S	Supervisor on The Simpsons		
Other	Script Supervisor on	King of the Hill and multipl	e feature	e films
COMMUNIT	Y COLLEGE ACTIVIT	<u>TES</u>		
Colle	e District Where Boar	rd Member: Sant	a Monic	ea
Years	of Service on Local B	oard: 4		
Office	s and Committee Men	nberships Held on Local Bo	ard: <u>Ch</u>	air, (2009); Vice-Chair, (2008);
<u>Mem</u>	er, Board of Trustees	Real Estate Subcommittee,	Board I	Policy Working Group,
Super	ntendent's Evaluation	Process, Board Engagemen	nt & Cor	nmunication
State A	ctivities (CCCT and	other organizations boards,	committ	ees, workshop presenter;
Chanc	ellor's Committees, etc	Boardmember, CCCT;	Member	r. CCLC Legislation Committee
				orkforce concurrent session.
<u>2010 (</u>	CLC Annual Legislat	tive Conference; Member, S	Sustainal	ble Transportation Track Planning
				Workshop Presenter, 2008
Califo	nia State PTA Conver	ntion; and, as Co-Chair of a	Santa M	Ionica political action committee,
				van for Kids rally in Sacramento and
		nces to protest the 2005 pro		

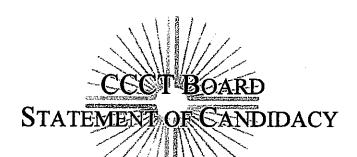
	·
	National Activities (ACCT and other organizations, boards, committees, etc.):
	2009 National Legislative Summit, plan to attend the 2010 National Legislative Summit
Civ	IC AND COMMUNITY ACTIVITIES
	Founder and Leader, Santa Monica Lifelong Learning Community Project
	Founding Member and Past Co-Chair, Community for Excellent Public Schools
	Past PTA President, Will Rogers Elementary School, Santa Monica High School
	Past PTA President, Santa Monica-Malibu Council of PTAs
	Member, multiple Parcel Tax and Bond exploration and campaign steering committees
	Member, Santa Monica Child Care and Early Education Task Force
	Member, Santa Monica College General Advisory Board
	Member, Santa Monica College President's Circle
	Member, Santa Monica College Associates
	Member, Santa Monica League of Women Voters
<u>OTH</u>	<u>IER</u>
	Salzburg Fellow, Salzburg Global Seminar, International Studies Program
	Workshop Presenter, 33rd District PTA Leg Conference: Effective Advocacy
	Writer, monthly Lifelong Learning Community eNewsletter
	Writer, monthly guest newspaper columnist for Santa Monica Observer
	Writer, grant application for "Ask Me About Kids"
	Speaker, League of Women Voters Salon: Women Who Shape Santa Monica
	Keynote Speaker, 2009 Unity Resource Festival
	Recipient of five PTA Honorary Service Awards including PTA's highest award, the Golden Oak
	Recipient of League of United Latin American Citizens/LULAC Community Unity Award
	Recipient of Certificate of Recognition from then Assemblymember Fran Pavley
	Recipient of County of Los Angeles Commendation from Supervisor Yvonne Brathwaite Burke

CCCT Board Nomination Form

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the	MINDAGE W	DELTA	Community
College District nominates <u> </u>	EPHON G	A TEU ANDS	to be a
candidate for the CCCT Board.			
This nominee is a member of the	SAN USAS	UN DELTA	Community
College District governing board, whi	ch is a member in good	standing of the Commun	ity College League of
California. The nominee has been co	ntacted and has given p	ermission to be placed in	o nomination.
Enclosed are the Statement of Candid	acy and the CCCT Biog	graphical Sketch Form fo	r our nominee.
	(\mathcal{X}_{i})	/ $/$ $/$ $/$	



Must be returned to the League office postmarked no later than February 15, 2010 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Stephan Castellanos FAIA DATE: February 12, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

The nation and California are mired in economic calamity. The threat to education is clear. What must be recognized is the 30-year decline in support for education. If we are to remain competitive as a society we must strongly advocate for increased investment in education at all levels.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

As a practicing architect, former State Architect and involved citizen I have demonstrated my ability to bring people together, reach consensus and move forward. Politics is the art of the possible and it requires leadership. Schools play a role in building community with facilities and program that I understand.

Must be returned to the League office postmarked no later than February 15, 2010, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL	
Name: Stephan Castellanos FAIA Date: February 12, 2010	
Address: 8115 Highway 26	
City: Valley Springs Zip: 95252	
Phone: (home)209.786.2630 (office)209.462.2873	
E-Mail: stephancastellanos@mac.com	
EDUCATION	
Certificates/Degrees: Bachelor of Architecture	
PROFESSIONAL EXPERIENCE	
Present Occupation: Architect	
Other:	
COMMUNITY COLLEGE ACTIVITIES	
College District Where Board Member: San Joaquin Delta College	
Years of Service on Local Board: 1	
Offices and Committee Memberships Held on Local Board: Board Chair	

State Activities (CCCT and other organizations boards, committees, workshow Chancellor's Committees, etc	p presenter;
American Institute of Architects, Board Member, Vice President, President	
California State Architect, 2000-2005	

1.424

	National Activities (ACCT and other organizations, boards, committees, etc.):
	American Institute of Architects, Board Member, Institute Secretary
9	Collaborative for High Performance Schools, Board Member
-	
_	
Civic	AND COMMUNITY ACTIVITIES
	Stockton Cultural Heritage Board
_	•
-	
-	
-	·
-	
-	
OTHE	<u>R</u>
_	
_	
_	·
_	

ing section in the

.

Must be returned to the League office postmarked no later than February 15, 2010 along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSO	ONAL		
1	Name: Nancy C. Chadwick	_Date: _	January 25, 2010
A	Address: 5059 Nighthawk Way		
(City: Oceanside	Zip: _	92056
F	Phone: (760) 945-5365 (home)	···	(office)
E	B-Mail: <u>nancychadwick@cox.net</u>		
EDUCA	ATION		
C	Certificates/Degrees: Bachelor of Arts, University	of Kans	sas; Master of Social Work,
9	Catholic University; Master of Public Administr	ation, C	California State University,
. <u>\$</u>	Sacramento		
PROFE	ESSIONAL EXPERIENCE		
P	Present Occupation:		
<u> </u>	Retired from the University of California; 30 yea	rs in Hi	gher Education
C	Other Dublic social agains for the vector in sur	ioio	and management
t	Other: Public social agencies for ten years in sup	ervision	and management
Сомм	JUNITY COLLEGE ACTIVITIES		
C	College District Where Board Member: Palomar Con	amunity	College District
Y	Years of Service on Local Board: Elected 2002; Re-el	ected 2	004; Re-elected 2008
C	Offices and Committee Memberships Held on Local Boa	ard:	
•	• President of the Board 2004-2005, 2008-09		
	• Secretary to the Board 2003-2004, 2007-08		
_	· Real Estate Committee 2002-2010; Palomar Fo	undatio	on Board 2000-2002

	uncellor's Committees, etc.
<u>CC</u>	LC Advisory Committee on Legislation - 2008-2009; 2009-2010
	
Nat	ional Activities (ACCT and other organizations, boards, committees, etc.):
<u>Pr</u>	esident, San Diego - Imperial Counties Community College Association (SDICCCA
Bo	ard Alliance - 2007 and 2008
CAN	D COMMUNITY ACTIVITIES
•	Served on Boards of Directors for Public Television and Public Foundations
•	Chaired City Planning Commission and Redevelopment Design Review Organizat
•	Chaired City Planning Commission and Redevelopment Design Review Organizat
•	Chaired City Planning Commission and Redevelopment Design Review Organizat
•	Chaired City Planning Commission and Redevelopment Design Review Organizat
	Chaired City Planning Commission and Redevelopment Design Review Organizat
	Chaired City Planning Commission and Redevelopment Design Review Organizat
	Chaired City Planning Commission and Redevelopment Design Review Organizat
	Chaired City Planning Commission and Redevelopment Design Review Organizat
R	Chaired City Planning Commission and Redevelopment Design Review Organizat
ER.	

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the	Peralta	·	Community
College District nominates	stee cy	Gulassa	to be a
This nominee is a member of the	Peralta		Community
College District governing board, which			
California. The nominee has been con	-	•	7. 7
Enclosed are the Statement of Candida	cy and the CCCT Biog	raphical Sketch Form for o	our nominee.
	ROYA	nne Epstein	
		on Coaretein of Coalemin	a Doord



Must be returned to the League office postmarked no later than February 15, 2010 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Cy Gulassa DATE: February 12, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Major issues for CCCT include: work with Master Plan committee to assure universal access, full funding, comprehensive programs and student affordability; promote The California Democracy Act and the Student Aid and Fiscal Responsibility Act (SAFRA); lobby to restore budget and categorical cuts; design workshops on leadership, policy and legal issues.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

As a state leader, seasoned trustee, and consultant with administrators on governance and board relations (California Collegiate Brain Trust), I can add perspective to CCCT deliberations and suggest strategic solutions. I also have experience with Master Plan reviews and chaired the State Task Force that initiated landmark CC reform (AB1725).

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

Personal	l

Name: Cy Gulassa Date: February 11, 2010

Address: 6145 Harwood Avenue,

City: Oakland Zip: 94618

Phone: (Office) 510 428 9130 (Cell) 510 551 8359

E-Mail: cgulassa@peralta.edu

Education

Certificates/Degrees: <u>BA English</u>, St. Joseph's (IN); MA English, UC Berkeley (40 units various CCs)

Professional Experience

Present Occupation: <u>Peralta CC Trustee</u>; <u>Consultant for the California College</u> <u>Brain Trust.</u>

Other: English Instructor De Anza College, (30 years, ret); President, Faculty Association of Foothill/DeAnza College (15 years); Editor, writer various CC publications.

Community College Activities

College District Where Board Member: <u>Peralta Community College District</u> Years of Service on Local Board: <u>6 years</u>

Offices and Committee Memberships Held on Local Board: <u>President; Vice President; Chair of Policy Review Committee; Member of Audit and Finance, and Standards committees; member Peralta Foundation Board of Directors.</u>

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc. The following activities span years1982-present: President (2 years) and board member (15 years) of Faculty Association of California Community Colleges(FACCC); President (2 years) and Board member (7 years) of California Community College Independents; President of Bay Faculty Association (four years); Member of panel to review the Master Plan for Higher Ed (1987-89); Chair of the State Task Force (AB1725) on Reform of CC Personnel Issues; Member of state Chancellor's Committee on Study Abroad; Member of the State Chancellor's Consultation Committee (3 years); Member California Community College Coalition (2 years); Accreditation Team Member to 4 CCC districts; Published over 100 articles on CC issues; Speaker and presenter on AB1725 personnel and governance reforms at numerous workshops sponsored by

the Chancellor, League, State Academic Senate, FACCC, and individual CC districts; consultant on Shared Governance issues and faculty/trustee relations.

National Activities (ACCT and other organizations, boards, committees, etc.):

<u>Attended ACCT conferences; Member Peralta Committee on Federal Legislative Relations.</u>

Civic and Community Activities

(Span years 1997-2008): Member, Rockridge Community Planning Council (8 years); Chief Editor, Rockridge News (10 years); participant in various community projects, including building of new library, new community park, children's play park, and creek restoration.

Other

Faculty Member of the Year, FACCC, 1995
Honored by State Assembly (1986) and Senate (1995) resolutions
Letter of Commendation, President Clinton, 1995
John McFarland Award for Literary Achievement (2006)

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted

Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the	State Center	Community
College District nominates	Isabel Barreras	to be a
candidate for the CCCT Board.		
This nominee is a member of the	State Center	Community
College District governing board, which is	a member in good standing of the Com	
California. The nominee has been contact	.	_
Enclosed are the Statement of Candidacy a	-	
·	AND	- P

Signature of Clerk or Secretary of Governing Board

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2010 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: <u>Isabel Barreras</u>	DATE: February 3, 2010
What do you see as the major issues and activities that should be next two years? (50 words or less; any portion of the statem	
Student access and success are going to be major issues as	we battle for more funding. We have seen
drastic reductions in course offerings throughout the state. We elected leaders with a unified voice at the state and national leverage of the state and nat	

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

As an active member of the CCCT Board, I have worked hard at forging strong relationships with my colleagues throughout the state. I am a vocal advocate for community colleges and will continue to fight for the funding our students deserve.

Must be returned to the League office postmarked no later than February 15, 2010, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PE	SONAL
	Name: <u>Isabel Barreras</u> Date: <u>February 3, 2010</u>
	Address: 1525 E. Weldon Avenue
	City: Fresno, California Zip: 93704
	Phone: (home) <u>559-871-1428</u> (office) <u>559-244-5902</u>
	E-Mail: trusteebarreras@comcast.net
Edi	CATION
	Certificates/Degrees: MPA, National University
	B.A. Liberal Studies, California State University, Fresno
DDC	PROMAN PURPLEMOR
1 KC	Present Occupation: Administrative Assistant
	Present Occupation: Administrative Assistant Modern Unified School District (22)
	Madera Unified School District (22 years)
	Other:
Com	MUNITY COLLEGE ACTIVITIES
COM	College District Where Board Member: State Center Community College District
	Years of Service on Local Board: 7 years
	Offices and Committee Memberships Held on Local Board: Offices: President, Vice President, and
	Board Clerk. Board Representative Appointments: Fresno County Trustee Association; Madera
	County Trustee Association; and Chancellor and Vice Chancellor Search Committees
	State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc _
	CCCT Board of Directors since 2006
	CCCT Nomination Selection Committee, September 2004 - May 2005
	resident, California Association Latino Community College Trustees (CALCCT)

National Activities (ACCT and other organizations, boards, committees, etc.): _							
President, California Association of Latino Community College Trustees (CALCCT)							
Director, California Community College Trustees Board							
Assistant Teller, ACCT Board of Directors Elections (September 2007 - 2010)							
Past Associate Member, ACCT Diversity Committee (2004-2005)							
CIVIC AND COMMUNITY ACTIVITIES							
Director, Madera 21A District Fair Board - Governor Appointment (July 2003-Present)							
Puente Mentor, Fresno City College Puente Mentor Program (2003-Present)							
Vice President, Madera Hispanic Chamber of Commerce (2003-2006)							
Board Member, Madera Drug and Alcohol Advisory Council (2003-2005)							
Volunteer, Big Brothers and Big Sisters Event (May 2004)							
<u>OTHER</u>							
Graduate, Latino Caucus Institute Leadership Training - by Retired Senator Richard Polanco (March							
2005)							
·							

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted

Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the San Bernardino	_ Community
College District nominatesDr. Donald L. Singer	_to be a
candidate for the CCCT Board.	
This nominee is a member of the San Bernardino	_ Community
College District governing board, which is a member in good standing of the Community Coll	ege League of
California. The nominee has been contacted and has given permission to be placed into nomin	nation.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our not	minee

Signature of XXXXXX Secretary of Governing Board Bruce Baron, Acting Chancellor



Must be returned to the League office postmarked no later than February 15, 2010 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: Dr. Donald L. Singer DATE: January 15, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Funding is the primary issue. CCCT must continue to be a strong unified voice for adequate funding during this time of a strained economy and increased demand for services.

CCCT must also lead in working for ways to increase student success and diversity. Local governance must be safeguarded.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

As a result of my experience as a chief executive officer and now as a trustee, I have had the opportunity to build relationships with state legislators. I have also had the opportunity to develop governance skills which can be an asset to the League.

Must be returned to the League office postmarked no later than February 15, 2010, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL

Name: Dr. Donald L. Singer Date: January 15, 2010

Address: 1519 Lynne Court

City: Redlands Zip: 92373

Phone: (home)909-798-2754

(office)909-382-1429

E-Mail: dlsinger@verizon.net

EDUCATION

Certificates/Degrees: B.A.; M.S. in Education; M.A.; Ph.D. - all from the University of Southern

<u>California</u>

PROFESSIONAL EXPERIENCE

Present Occupation: President, American Sports University, San Bernardino, 2005 - Present

Other: President, Crafton Hills College, 1982-90

President, San Bernardino Valley College, 1990-97

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: San Bernardino Community College District

Years of Service on Local Board: 2001 - Present

Offices and Committee Memberships Held on Local Board: <u>Clerk of the Board, 2001-03; Vice President of the Board, 2003-05; President of the Board, 2005-07; Clerk of the Board, 2009 - Present</u>

State Activities (CCCT and other organizations boards, committees, workshop presenter;
Chancellor's Committees, etc <u>Member</u>, <u>Board of Directors</u>, <u>CCCT</u>, <u>2004 - Present</u>; <u>Member</u>,

<u>California Association of Latino Community College Trustee</u>, <u>2007 - Present</u>; <u>Member</u>, <u>Nominating</u>

<u>Committee</u>, <u>CCCT</u>, <u>2004-05</u>; <u>Member</u>, <u>California Fiscal Crisis Management Assistance Team</u>, <u>2005 -</u>

Present (appointed by the State Chancellor)
National Activities (ACCT and other emprinations bounds assumittees at). Manufact Decade C
National Activities (ACCT and other organizations, boards, committees, etc.): Member, Board of Directors, ACCT, 2007 - Present; Member, Public Policy Committee, 2007-09; Member, Joint Commission
on Federal Relations, 2007 - Present; Member, Governance Bylaws Committee, 2009 - Present
CIVIC AND COMMUNITY ACTIVITIES
Member, Board of Directors, Southern California Leadership Network, 2003-06; Member, St.
Bernardine's Medical Center Foundation, 2000-04; President, United Way of the East Valley, 1992-93;
Member, San Gorgonio Girl Scout Council, 1988-93; Member, Board of Directors, Redlands Community
Hospital, 1987-91; Member, Redlands Human Relations Commission, 2009-Present; Member, Redlands Kiwanis Club, 1983-Present; Member, San Bernardino Area Chamber of Commerce, 1991-94
•

Accordada (Accordada Accordada Accor
<u>OTHER</u>
Have published articles in the following periodicals: Community College Social Science Quarterly; Community College Journal; Negro History Bulletin; Dictionary of American Negro Biography; Southern
California Quarterly: Upton Sinclair Symposium; District Digest

·

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted

Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the	Imperial	Community
College District nominates	Jerry Hart	to be a
candidate for the CCCT Board.		·
This nominee is a member of the	Imperial	Community
College District governing board,	which is a member in good standing	of the Community College League of
California. The nominee has been	n contacted and has given permission	to be placed into nomination.
Enclosed are the Statement of Car	ndidacy and the CCCT Biographical S	Sketch Form for our nominee

Signature of Clerk or Secretary of Governing Board
Dr. Ed Gould, Secretary of Governing Board



Must be returned to the League office postmarked no later than February 15, 2010 along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

_____DATE:

CANDIDATE'S NAME: Jerry Hart

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

The most pressing issue for all of us to address is establish a funding mechanism in California that will provide adequate funding to community colleges now and in the future. Second, we must provide career technical coursework to help veterans and unemployed workers be trained for jobs of the future.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

I have worked diligently to promote community colleges. I have worked with the league in lobbying efforts and pursuing innovative finance ideas. I have attended league workshops and trainings over the last three years and hope to be personally involved in solving funding issues and providing an equipped workforce.

Must be returned to the League office postmarked no later than February 15, 2010, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PERSONAL	-		
Name:J	erry D. Hart	Date:	2/10/10
Address: 1	08 West 2nd Street		
City:	Imperial, CA	Zip: _	92251
Phone:	(760) 355-1192 (home)		(office)
E-Mail:	jerry.hart@imperial.edu		(office)
EDUCATION			
Certificates	Degrees: <u>AA Imperial Valley</u>	College	
BA & MA : CA Elemen	San Diego State University, Intary Teaching Certificate, (Ed Spec. Pe CA Adminis	oint Loma Nazarene College trative Service Credential
PROFESSIONAL I	EXPERIENCE		
Present Occ	upation: Retired Teacher an	nd School	Administrator
Other:	worked as coach, volunteer,	first aid	trainer, volunteer fire fighte
			
COMMUNITY CO	LLEGE ACTIVITIES		
College Dis	trict Where Board Member: <u>Imperia</u>	1 Communit	ty College District
	rvice on Local Board: 3		
Offices and	Committee Memberships Held on Loca	al Board: _Boa	ard Chair, SDICCCA Representati
	ident this year), IVTA Repre this year)	esentative	, IVC Foundation Representative
State Activi Chancellor's	ties (CCCT and other organizations books Committees, etc. Attended new	ards, committe member wo	tees, workshop presenter; rkshop and all other
League	conferences since being elect	ted in Nov	ember 2007. Attended
_ Board C	nair workshop this year.		

lobbied	for commun	ity college	issues	since	being	elected	to the	Board.
								
AND COM	MUNITY ACTIV	/ITUDE						
	dation Boar		er for t	he Red	Cross	, First	Ald Tr	ainer,
Calipati	ia Lions Cl	ub, Little	League	Coach,	Membe:	r CSBA a	and Mem	ber ACSA
								
······································	_,N,						- 1 -1 -11 -1 	
	Manufacture Control of the Control o			··········		annur		
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				·	· · · · · · · · · · · · · · · · · · ·		

<u>R</u>						•		
Since be	ing elected	I have wor	rked dil	igentl	y to fi	Ind ansv	ers to	the cri
issues f	acing colle	ges today.	I have	1ooke	d at th	e issue	s of pa	rtnersh
in meeti	ng our fund	ing needs,	looked	at loca	al parc	el taxe	s as a	tempora
fix for	meetng loca	l needs, an	d lobbi	ed for	contin	uation	of Cal	Grants
								fornia.

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of theCoast	_ Community
College District nominates Walter G. Howald	_to be a
candidate for the CCCT Board.	
This nominee is a member of the Coast	_ Community
College District governing board, which is a member in good standing of the Community Coll	ege League of
California. The nominee has been contacted and has given permission to be placed into nomin	nation.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our no	minee

Signature of Clerk or Secretary of Governing Board



Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

	· · · · · · · · · · · · · · · · · · ·	
CANDIDATE'S NAME	WALTER G. HOWALD	DATE: February 5, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Stable funding is my top priority. Californians recognize the important role our colleges play in California's economic recovery. We must capitalize on this recognition by (1) ensuring access (2) protect workforce training, (3) offer the highest quality transfer courses, and (4) pursue new additional funding.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

As an attorney and community leader, I've learned this lesson: To win, you must take action. The Governor and President Obama voiced support for our mission; we must use this support, build a broader political consensus, and in the future position our colleges to benefit during better economic times.



Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

PER!	SONAL
	Name: Walter G. Howald Date: February 5, 2010
	Address: Post Office Box 622 Zip: 92625
	Phone: (949) 244-6094 (714) 438-4848 (office)
	E-Mail: wgh@cccd.edu
EDU	CATION
	Certificates/Degrees: Juris Doctor, UCLA School of Law
	Bachelor of Arts, Economics and English, UCLA
	Numerous Estate Planning and Taxation Seminars
PROF	TESSIONAL EXPERIENCE
	Present Occupation: <u>President, Walter G. Howald, Inc., (a professional law corporation, 1975-Present); Consultant, community college foundation leadership</u>
	Other: Intermittent Superior Court Pro-Tem Judge; Arbitrator, Directorships for client/corporations
a	
	MUNITY COLLEGE ACTIVITIES
	College District Where Board Member: Coast Community College District
	Years of Service on Local Board: 24 Years
	Offices and Committee Memberships Held on Local Board: President (eight years); Vice President
9	(eight years); Chair, Committee on Land Development; Chair, CTE Committee; Nominating Committee for the Orange County Committee on School Board Organizations (two years); Orange County Legislative Task Force on Community Colleges (two years); Community College Director, Orange County School Boards Assc.
	State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc Member and First Vice President, CCCT Board of Directors, Past Member of the Board of Directors of the Community College Leadership Development Initiative (CCLDI); Trustee member, Statewide Strategic Plan Oversight Committee; presenter at several league and CCCT conferences; Served on CCLC Commission on Legislation and Finance; Served on Advisory Committee on Education Services (ACES); Director, Network for California Community

College Foundation.

National Activities (ACCT and other organizations, boards, committees, etc.): ACCT National
Conference; Lawyers in Education Committee; Orange County Legislative Task Force: Federal
Legislation, Washington, D.C.; Member, Board of Directors, ACCT; ACCT Diversity Committee Chair
Civic and Community Activities
Trustee, City Library, City of Newport Beach; Chair, Library Funding Task Force;
Director, Boys and Girls Club Foundation; Director, Friends of Newport Coast; Member,
Newport Harbor Chamber of Commerce
OTHER
Practicing Attorney; Newport Beach, CA; Father of two children who matriculated through
California schools; both attaining Bachelors, Masters, and J.D. Degrees

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the	Cerritos	Community
College District nominates	Dr. Bob Hughlett	to be a
candidate for the CCCT Board.		
This nominee is a member of the	Cerritos	Community
College District governing board, which	is a member in good standing of the C	· · · · · · · · · · · · · · · · · · ·
California. The nominee has been conta	cted and has given permission to be pl	aced into nomination.
Enclosed are the Statement of Candidacy	and the CCCT Biographical Sketch I	Form for our nominee.

Signature of Clerk or Secretary of Governing Board



Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME:	Bob Hughlett.	Ed.D.	DATE: February 1, 2010

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

Beyond overwhelming financial issues, there must be a combined effort to protect our community college system's "open door" policies and to expand financial aid opportunities, allowing any person to pursue a college education. I also support working collaboratively throughout the education system and with our legislators to ensure student success.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

As a former K-12 school board member, city councilman and mayor, I know how crucial it is that we partner with state and local officials. I bring to the CCCT board the experience and personal connections with educators and political leaders that are necessary to enable true reform in education.

Must be returned to the League office postmarked no later than February 15, 2010 along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

Pers	SONAL	
,	Name: Dr. Bob Hughlett	Date: February 1, 2010
	Address: 10724 Leal Avenue	
	City: Cerritos	Zip: 90703
	Phone: (562) 926-5003	(562) 860-2451 ext. 2204
	E-Mail: hughlett@cerritos.edu	(office)
Entre	CATION	
	Certificates/Degrees: <u>Ed.D. (Post Secondary Adminis</u>	stration). Nova University. Fort Lauderdale
	Florida: March, 1983; M.A. (Education, minor in Spa	
	Angeles, California; September, 1969; B.A. (English	
	May, 1968	
	ESSIONAL EXPERIENCE	
	Present Occupation: Retired in 2005 as director, Disc College after a 30-year career spent dedicated to stud- responsible for the management of four on-campus ar 1,000 students with disabilities (Resource Center for) Hearing Center, High Tech Micro-Computer Center, Campus at Rancho Los Amigos Medical Center in Do- Program, Cerritos College, 1973-1980 and was respon- and instruction to students with disabilities. During the developed an array of 67 supportive services. Worked District, 1969-1973, in a federally funded, multi-disci- in Downey. Responsible for diagnosis and prescriptive yearly.	ents with disabilities. From 1980-2005, was ad one off-campus programs for approximately Disabled Students, Speech, Language and Instructional Support Center and Satellite owney). Served as professor, Disabled Student asible for the provision of specialized services at period conducted over 45 credit classes and as a resource specialist, Downey Unified School plinary program at Rancho Los Amigos Hospital
<u>]</u> <u>0</u> <u>0</u>	Other: Dr. Hughlett currently serves as immediate Postsecondary Education and Disability (CAPED). H College in 2005 and reelected in 2009 as a board men of Cerritos College Student Services on two occasorganization Disabled Students of Cerritos College Cerritos College as Club Advisor of the Year six time	e was elected to the Board of Trustees at Cerritos ober. Dr. Hughlett served as acting vice president sions and served as faculty advisor to student and was recognized by Associated Students of
COMM	JUNITY COLLEGE ACTIVITIES	
•	College District Where Board Member: <u>Cerritos Com</u>	munity College District
3	Years of Service on Local Board: Four+	

Offices and Committee Memberships Held on Local Board: Currently serve as board president and as board liaison to Cerritos College accreditation process and member of board personnel committee. State Activities (CCCT and other organizations boards, committees, workshop presenter: Chancellor's Committees, etc Served as regional facilitator representing programs for the disabled at 13 local community colleges for the California Community Colleges Chancellor's Office in Sacramento, 1984-87 and 1992-1995. Served as regional facilitator statewide chairman, 1994-95. Also served as a conference presenter at annual meetings of California Post Secondary Educators of the Disabled and Chancellor's Office yearly conference (nine presentations since 1982) and the CCLC Conference in 2009. National Activities (ACCT and other organizations, boards, committees, etc.): Served on WASC accreditation team for Gavilan College. CIVIC AND COMMUNITY ACTIVITIES ABC Unified School District Board of Education. First elected in 1987, re-elected 1991. Served as clerk, vice president and president (1990). Representative to California Association of Large Suburban School Districts and Los Angeles County School Trustee Association. South East Regional Occupation Board of Education. First appointed in 1987. Served as Vice President and President (1990). Cerritos City Council. Elected to first of two terms on the Cerritos City Council in 1997. Served two terms as mayor (2000, 2004). During tenure on Council served as chairman of Council's Finance and Personnel Committees, Council liaison to ABC <u>Unified School District and Cerritos Chamber of Commerce, among others.</u> City delegate to California Contract Cities Association, League of California Cities, Self-Insurance Authority for Effective Risk Management (SAFER) and Southeast Water Coalition. Director for Sanitation Districts 2, 3, 18 & 19/Waste Management. Southeast Water Board, Council of Governments and Orange Line Development Authority. Appointed by Los Angeles County Supervisor Don Knabe to Personal Assistance Services Council overseeing development of in-home supportive services for 80,000 residents of L.A. County.

<u>G</u>	overning Board Member of Community Family Guidance Association
<u>G</u>	overning Board Member of Los Cerritos YMCA.
<u>G</u>	overning Board Member of Su Casa Family Support and Crisis Center
<u>R</u>	ecipient of PTA Lifetime Achievement Award from Gahr High School (1988). PTA
m	ember 1979-1995.
R	ecipient of Association of California College Administrators Community College
<u>A</u>	dministrator of the Year Award in 2002.
<u>M</u>	lember of School Site Council at Stowers Elementary School (Chair 1984-87)
<u>C</u>	oach of 11 youth sports teams from 1981 through 1989; City of Cerritos Volunteer
A	opreciation Award, 1989.
V	olunteer of the Year for Cerritos College Foundation from City of Cerritos (1991).
F	ounding member of Education Subcommittee of Friends of Cerritos Center for the
<u>Pe</u>	rforming Arts
Li	fetime Member, Friends of the Cerritos Library
<u>As</u>	sociate Member, Cerritos Chamber of Commerce, since 1986.
<u>C</u> e	erritos Optimist Club member since 1976 (director, treasurer, vice president,
pre	esident (1985-86); Man of the Year in 1978 and 1997.
T	ree-time recipient of Certificate of Recognition for fundraising from the Los
<u>Ce</u>	rritos YMCA since 1991.
Re	cognized by American Red Cross for activities during Cerritos air disaster, 1986
Fo	unding vice chairman, Los Cerritos Chapter of American Heart Association, 1991;
<u>Ch</u>	airman, 1995-96
HER	

			·
		٠.,	
·			
	·		·
			• • • • • • • • • • • • • • • • • • • •

CCCT BOARD NOMINATION FORM

Must be returned to the League office postmarked no later than February 15, 2010, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted

Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the	Copper Mountain	Community
College District nominates	Eva Kinsman	to be a
candidate for the CCCT Board.	·	,
This nominee is a member of the	Copper Mountain	Community
College District governing board, wh	nich is a member in good standing of the Cor	
	ontacted and has given permission to be place	
	dacy and the CCCT Biographical Sketch Fo	
	· · · · · · · · · · · · · · · · · · ·	

Signature of Clerk or Secretary of Governing Board



Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and biographic sketch form. Faxed material will not be accepted.

CAIDDATES NAME. <u>Eva Kinsinan</u>	DATE: reordary 1, 2010
What do you see as the major issues and activities that should be consi	dered by CCCT and the League in the

Erro Vincenan

next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

CCCT and the League should reject any proposed budget cuts and continue the efforts with the legislature toward an independent funding calculation not based on K-12 enrollment. We must actively promote the institutionalization of Basic Skills as a foundation for student success at all colleges. Local governance must be safeguarded.

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

Contributions

CANDIDATE'S MAME.

I can work independently or in a group to get "the message" out to legislators and the community. Community support through the voting process will be the key to qualifying and passing the funding initiative.

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, along with the nominating ballot and statement of candidacy. Faxed material will not be accepted.

RSONAL	
Name: Eva Kinsman	Date: <u>February 15, 2010</u>
Address: 74070 Playa Vista Drive	
City: 29 Palms, CA	Zip: <u>92277</u>
Phone: 760-367-1963	760-220-4344 (office)
TAC 1	(onice)
<u>CATION</u>	
Certificates/Degrees: BS ED, MA ED	
FESSIONAL EXPERIENCE	
Present Occupation: Board of Trustees, C	Copper Mountain Community College
District (Retired Educator)	
Other: K-12 teacher, Elementary Principal	, High School Principal, University Instructor,
	1 Supervisor of Student Teachers, Western Governor
Oniversity	
STATES COVERN A STATE A STATE A	
MUNITY COLLEGE ACTIVITIES	
College District Where Board Member: College District Where Board Member:	opper Mountain
College District Where Board Member: College Dis	
College District Where Board Member: Converse of Service on Local Board: 8 Offices and Committee Memberships Held	
College District Where Board Member: College Dis	
College District Where Board Member: Converse of Service on Local Board: 8 Offices and Committee Memberships Held Foundation liaison	on Local Board: <u>President, Vice President, Clerk,</u>
College District Where Board Member: Converse of Service on Local Board: 8 Offices and Committee Memberships Held Foundation liaison	on Local Board: <u>President, Vice President, Clerk,</u> tions boards, committees, workshop presenter;

	
	
AN	COMMUNITY ACTIVITIES
ası	Board of Directors, Action Council for 29 Palms, Inc., member, 29 Palms
<u>Tis</u> 1	orical Society, past Vice-President of Kiwanis, member of Sky's the Limit,
ast	Member of Copper Mountain College Foundation, CALPAMs public art group
	nber Finance Council, Church
101	MON X MARIOU COMION, CHAICH
·	
····	
<u> </u>	
ran	t Writer for local community park and other non-profits

MOUNT ST. MARY'S COLLEGE Department of Nursing

CLINICAL TRAINING AGREEMENT

THIS AGREEMENT is made between Mount St. Mary's ("College"), Los Angeles and Golden West College, as of the 1st day of December 2010.

RECITALS

- A. College, through its Department of Nursing, provides educational training and preparation for students pursuing careers in the nursing profession.
- B. College requires clinical experience as part of the nursing curriculum.
- C. Agency has available clinical facilities to provide certain educational experiences and clinical in patient care.
- D. College desires the cooperation of Agency and its staff in the development and implementation of the clinical experience for its students.
- E. Agency has agreed to make its facilities available to College for such purposes.
- F. Agency acknowledges that it receives no immediate advantage from the activities of the students at its facilities.

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, College and Agency do hereby agree as follows:

I. OBLIGATIONS OF COLLEGE

College shall:

- A. Develop the curriculum for its nursing programs, maintain responsibility for its students' learning objectives and evaluation, and instruct and supervise students in their designated areas.
- B. Maintain a record for each student which includes a skills checklist indicating the procedures/skills for which the student has been trained. Any procedures which students will be asked to perform shall be consistent with the program(s) in which they are enrolled.
- C. Ensure that faculty and students conform to the Agency's policies, procedures, regulations, and orientation protocols as established by the Agency.
- D. Reach mutual agreement with Agency representatives, prior to the beginning of

each academic year, on the following:

- 1. Student schedules.
- 2. Student placements.
- 3. Attendance at scheduled programs for the purpose of collaboration, coordination, and communication of information relating to student practice and faculty supervision.
- E. Maintain all students' records in conjunction with the clinical experience at the Agency.
- F. Verify that students conform to Agency's health requirements.
- G. Assure that faculty (Clinical Instructors) fulfill their responsibilities as outlined in the <u>Faculty Handbook</u> applicable to the program of the Department of Nursing providing students to the Agency.
- H. Assure that students maintain essential behaviors relative to confidentiality, safety, and other matters of patient harm as outlined in the <u>Student Handbook</u> and course syllabi of the Department of Nursing.
- I. Assure that students in training under this Agreement are informed that: (i) they shall not receive any wages or employee benefits, either from College or Agency; (ii) they shall be considered students who are receiving credit required as part of their nursing curriculum; and (iii) they are not automatically entitled to a job at Agency's facilities upon the conclusion of the clinical training program.
- J. Specify appropriate student and faculty dress subject to Agency approval which distinguishes students from Agency's regular personnel.
- K. Maintain standards of accreditation as formulated by its professional bodies.
- L. Regularly schedule meetings with the Agency representative(s) for the purpose of interpreting, discussing, and evaluating the clinical instruction program.
- M. Designate a representative who will be responsible for scheduling and selecting College representatives to attend meetings with Agency.
- N. Call a meeting, in the event of a dispute between any member of the College faculty or student and members of the Agency staff, over matters which cannot be resolved by the persons immediately involved, or in the event of substance abuse by a member of the College faculty or student on Agency's premises or in the presence of Agency's patients, which is attended by representatives of both institutions within (5) days of the event.
- O. Keep minutes of all College-Agency meetings and file copies with both the Department of Nursing of the College and the nursing administrative office of

the field Agency.

II. OBLIGATIONS OF AGENCY

Agency shall:

- A. Permit students access to mutually agreed upon clinical areas.
- B. Conform to the requirements set forth by the Agency's accreditation bodies, including the California Board of Registered Nursing.
- C. Designate a representative for the purpose of planning, implementing, and coordinating teaching/learning activities with College representatives and who will meet regularly with College representatives.
- D. Arrange for an orientation to the Agency for the College's representatives and students.
- E. Assure that its staff is sufficient in number, quality, and stability to insure safe and continuous service to patients and families.
- F. Not decrease the number staff or otherwise alter staffing patterns due to the presence or absence of students in assigned areas.
- G. Control all nursing service functions, and supervise nursing service personnel and activities of Agency management as related to patient care.
- H. Permit, upon reasonable request, College to inspect: Agency's clinical facilities; Agency's services available for the clinical experience; student records; and other such items pertaining to the clinical education program by the College and/or agencies charged with the responsibility for accreditation of the program.
- I. Make available Agency's physical facilities and equipment necessary to conduct the clinical experience and any other specialized learning experience for College's students.
- J. Provide the following for the students and faculty while assigned to the Agency:
 - (1) Reasonable use of parking areas.
 - (2) Reasonable use of locker and dressing areas.
 - (3) Access to library according to Agency policies and procedures.
 - (4) Ability to purchase meals at prices offered to Agency employees.
 - (5) If required by Agency, uniforms and uniform laundry for specified

areas, e.g., ICUs or surgical areas.

- (6) If required by the Agency, photograph identification and/or identification tags.
- K. Advise the College of any changes in its personnel, operation, accreditation status or policies related to or which may affect the clinical experience.
- L. Agency retains the right to refuse access and to remove any faculty/student who jeopardizes patient care.

III. ACCREDITATION OF AGENCY

Golden West College	holds the following accreditation, license, or
certification for the current year:	
Accreditation: National League for	or Nursing Accreditation Committee NLNAC
Board of Registered Nurses	- BRN
Licenses:(Please use the back of this page fo	r additional space, if needed)

IV. COVERAGE

College shall:

- A. Provide Workmen's Compensation coverage for its faculty and students during scheduled periods of duty at the Agency.
- B. Provide General Comprehensive Liability Coverage for College, faculty and students under the direct supervision of the College faculty while at the Agency at no less than one million dollars (\$1,000,000.00) per occurrence.
- C. Provide Limited Professional Health Care Services Coverage for College and faculty at no less than one million dollars (\$1,000,000.00) per occurrence.
- D. Verify that nursing students carry professional liability coverage at no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- E. Assure that students not covered by personal insurance carry the College's Student Health Accident Policy. In case of accident or injury, students may be treated by the physician of Health Services at the College, personal physician, or be attended at the agency under contract with the College, if student's injury

is covered by Worker's Compensation.

F. Verify that students on community and public health assignments, who are operating vehicles, carry automobile liability insurance as well as a current driver's license.

V. INDEMNIFICATION

College shall:

- A. Indemnify and hold harmless (and at Agency's request, defend) Agency from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action, (including, without limitation, the payment of attorney's fees and costs actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from or in any way connected with the performance of or failure to perform obligations hereunder by College, its officers, partners, employees, instructors, students or agents.
- B. Notwithstanding the foregoing, College's liability hereunder shall not include any responsibility for or obligation to indemnify and hold harmless Agency from any loss, damage or expense resulting from the willful misconduct of Agency.
- C. To the extent that College is obligated to defend or provide indemnification hereunder, Agency shall be responsible for and cooperate as to all claims, administration and investigation necessary for College's defense.

Agency shall:

- A. Indemnify and hold harmless (and at College's request, defend). College from and against any and all demands, debts, liens, claims, loss, damage, liability, costs, expenses, judgments, or obligations, actions or causes of action (including, without limitation, the payment of attorney's fees and costs actually incurred whether or not litigation be commenced) for or in connection with injury or damage (including, but not limited to, death) to any person or property resulting from or in any way connected with the performance of or failure to perform obligations hereunder by Agency, its officers, partners, employees, or agents.
- B. Notwithstanding the foregoing, Agency's liability hereunder shall not include any responsibility for or obligation to indemnify and hold harmless College from any loss, damage or expense resulting from the willful misconduct of College.
- C. To the extent that Agency is obligated to defend or provide indemnification hereunder, College shall be responsible for and cooperate as to all claims, administration and investigation necessary for Agency's defense.

VI. INDEPENDENT CONTRACTOR

The parties expressly understand and agree that this is an Agreement by and between independent contractors. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party. Agency shall not be responsible to College, College's students, employees, instructors or agents or to any governing body for any payroll-related liability in connection with the performance of services by faculty or students under this Agreement. College will be responsible for all legally required tax withholding for itself and its employees. College warrants that it will comply with all applicable federal, state and local laws, including, but not limited to, wage and hour laws and employment discrimination laws. Neither College nor any of its students, instructors, employees or agents shall receive any compensation from Agency.

VII. TERM: TERMINATION AND AMENDMENT

- A. This Agreement shall be effective for a three (3) year term, commencing on **December 1, 2010** and terminating on **December 1, 2013**. This Agreement may, however, be terminated, with or without cause, by either party after giving the other party sixty (60) days advance written notice of its intention to terminate. Any "without cause" termination of this Agreement or termination of an individual program at any Agency shall not take effect with respect to students participating in the affected program on the date of such notice of termination or deletion until such time as the program is completed in accordance with it's original terms.
- B. Agency representatives have sole discretion to terminate, decline to renew, or

modify the program at their clinical facility.

C. Any written notice under this Section VII shall be sent postage prepaid, by certified mail, return receipt requested, addressed as follows:

College:
Mount St. Mary's College
12001 Chalon Road
Los Angeles, California 90049
Attention: Chairperson

Department of Nursing

Agency:		
Attention:		

VIII. ASSIGNMENT

Neither College nor Agency shall have the right to assign or transfer all or any portion of their respective interests in this Agreement without the written consent of the other.

IX. NON-DISCRIMINATION

Neither College nor Agency shall discriminate against any person on the basis of his/her sex, sexual orientation or preference, gender, gender identity, race, color, religion, national origin, creed, citizenship status, ancestry, age, marital status, pregnancy, childbirth, or related medical condition including genetic characteristics, mental or physical disability, veteran status or any other characteristic protected by federal, state or local law, ordinance or regulation.

X. COMPLIANCE

Both parties agree to comply with all applicable State and Federal laws, rules and regulations, as they now exist or may hereafter be amended or changed, in the performance or carrying out of its obligations under this Agreement.

For purposes of compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") only, students shall be considered "work force members," defined as individuals who are given access to Facility's protected health information ("PHI"), which means any information whether oral or recorded in any form or medium, created or received by Students and:
(i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to the patient; or the past, present or future payment for the provision of health care to the patient; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the

patient and shall have the same meaning as the term "protected health information" in 45 CFR 164.501. As members of the work force, Students will be required to participate in certain education and training related to security and protection of PHI. Both parties shall implement appropriate safeguards to prevent the use or disclosure of PHI other than as contemplated by this Agreement.

XI. USE OF NAME

Neither party shall use the name, address, logo or other trademarks of the other party without the other party's prior written consent.

XII. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by a single arbitrator in an arbitration at Los Angeles County, California, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The discovery provisions of the California Code of Civil Procedure relating to arbitration, including the provisions of §1283.05, shall be applicable to the arbitration proceeding. The costs of any such proceeding shall be paid by the party instigating the arbitration unless such party is declared by the arbitrator to be substantially successful in securing the award of the determination sought by such party in such proceedings, in which event the costs of such proceedings shall be paid by the unsuccessful party or parties. Notwithstanding the above, in the event any party wishes to obtain injunctive relief or a temporary restraining order, such party may initiate an action for such relief in a court of law and the decision of the court of law with respect to the injunctive relief or temporary restraining order shall be subject to appeal only through the courts of law. Should the parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, a joint request for such service may be made to the American Arbitration Association, or the parties may initiate such other procedures as they may mutually agree at such time. The provisions of this Section shall survive the termination of this Agreement.

XIII. AGREEMENT

This Agreement constitutes the entire agreement between the College and Agency with respect to the subject matter hereof and may be altered or amended only by a written instrument executed by each of the parties hereto. This Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties with respect to the subject matter hereof. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of that State. This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

The undersigned parties hereto have executed this Agreement as of the day and year first above written.

MOUNT ST. MARY'S COLLEGE:	AGENCY NAME: Golden West College
BY:	BY:
NAME: <u>Dr. Jacqueline P. Doud</u> President	
BY:	
NAME: <u>Dr. Rosanne Curtis</u> Dean of, Department of Nursing	
	College (Clinical Agency)
Coast Community College District	Ву:
Ву:	President
President, Board of Trustees	Ву:
Date:	Vice President Administrative Services

¢		
		,

AGREEMENT TO PROVIDE MANDATED COST CLAIM PREPARATION SERVICES

THIS AGREEMENT is made this	day of	, 2010, by
and between Mandate Resource Services,	LLC (hereinafter called	
Community College District (hereinafter ca		•

RECITALS

WHEREAS, Article XIIIB of the California State Constitution provides that agencies may recover costs associated with carrying out programs mandated by the State of California;

WHEREAS, District desires to obtain maximum reimbursement for costs incurred in carrying out State-mandated programs, and has determined that retaining Consultant for the preparation and filing of reimbursable State mandated cost claims is the most economical and cost-effective means for preparing the District's State mandated cost claims; and

WHEREAS, the Consultant is qualified to perform such services;

WHEREAS, it is necessary and desirable that the Consultant be retained by District for the purpose of preparing and submitting State mandated cost claims.

NOW, THEREFORE, the parties mutually agree as follows:

- 1. Services to be Performed by Consultant. Consultant shall interview and train District staff on State mandated cost reimbursable programs, keep the District updated on laws, programs, and information related to State mandated costs, collect appropriate data, prepare, and file claims with the State Controller's Office. Consultant will represent the District in any question, audit, or dispute from the State Controller's Office. Consultant hereby agrees to file the following Claims:
 - a. Applicable actual annual claims for the fiscal year 2009-2010;
 - b. All new claims for which claiming instructions are issued in the contract term;
- 2. <u>Consultant Claim Filing Requirements</u>. The Consultant shall file Claims to the extent that appropriate documentation is available and verifiable. The District explicitly acknowledges that the Consultant does not warrant that claims will be filed for each and every mandate listed.
- 3. Costs and Method of Compensation. In consideration of the services set forth above, District agrees to pay the Consultant a fixed fee of Eight Thousand Dollars (\$8,000) payable in two (2) equal payments. Fifty percent (50%) or Four Thousand Dollars (\$4,000) of the fixed fee shall be due on December 1, 2010, and the remaining Four Thousand Dollars (\$4,000) shall be due on April 1, 2011.
- 4. <u>Term of Agreement</u>. The respective duties and obligations of the parties to this Agreement shall commence July 1, 2010, and terminate June 30, 2011.

- 5. Services and Materials to be Furnished by the District. The Consultant shall provide guidance to the District in determining the data and documentation required for the preparation and submission of the claims and is under no obligation to verify its accuracy. The Consultant shall assume all data so provided to be correct. The District further agrees to provide all specifically requested data, documentation and information to the Consultant in a timely manner. Consultant shall not be liable for claims that cannot be filed as a result of inadequate data or data provided in an untimely manner. For purposes of this Agreement, data that is requested by the Consultant must be provided within four (4) weeks of the request, or four (4) weeks prior to the filing deadline, whichever would come first, to be deemed to have been received in a timely manner.
- 6. <u>Not Obligated to Third Parties</u>. The District shall not be obligated or liable hereunder to any party other than the Consultant.
- 7. Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by District employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the District under the claims for whatever reason is the sole responsibility of District.
- 8. <u>Insurance</u>. The Consultant shall acquire and maintain appropriate general business liability insurance and automobile insurance.
- 9. Modification. This Agreement may be modified or amended by the parties. Any modification of this Agreement will be effective only if it is in writing by the party to be charged. Either party may terminate this agreement at any time upon a thirty (30) days written notice. In the event that either party terminates this Agreement as provided for in this paragraph, final payment for all services performed by Consultant prior to the termination of this Agreement shall be made by District no later than thirty (30) days after notice of termination of the Agreement is given to the non-terminating party.
- 10. Governing Law. This agreement shall be binding on and shall be for the benefits of the parties hereto and their respective heirs, executors, administrators, success, and assigns, and shall be governed by the laws of the State of California.
- 11. Notices. All notices required under this Agreement shall be either (1) in writing, delivered by registered or certified mail, postage prepaid, return receipt requested; (2) by telegraphic communication; or (3) by personal delivery. Notice shall be deemed communicated as of deposit in the United States mail, delivery to the telegraph company, or upon personal delivery, respectively. The place to which notices shall be addressed to each party appears after the signatures below; provided, however, that each party may change his address by notice in accordance with this section.
- 12. Attorneys Fees. If any legal action is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which the party may be entitled.

- 13. Entire Agreement. This agreement supersedes any and all other agreements, whether oral or written between the parties with respect to the subject matter of this agreement, and no other agreement, statement, or promise relating to the subject matter of this agreement which is not contained herein shall be valid.
- 14. <u>Assignment</u>. Neither this agreement nor any duties or obligations hereunder shall be assignable by the Consultant without the prior written consent of the District.

Dated:	March 1 , 2010	MANDATE RESOURCE SERVICES, LLC		
		By: HARMEET S. BARKSCHAT President		
		COAST COMMUNITY COLLEGE DISTRICT		
Dated:	,2010	Ву:		
		TO LA		

,		• .	
	•		,