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# AGENDA

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**Coast Community College District  
Regular Meeting of the Board of Trustees  
Date: Wednesday, October 6, 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))**

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
  - a. Interim Associate Dean of Student Services
6. Classified Management
7. Classified Staff
  - a. Staff Assistant-Special Projects-Chancellor's Wing

8.       Reclassification and Reorganization/Reassignment
9.       Classified Temporary Assignments
  - a. Special Assignment
  - b. Division Area Office Coordinator
  - c. Military Contract Educ Tech III
  - d. Child Dev Specialist
  - e. System/Network Analyst II
  - f. Staff Aide
  - g. Exec Assistant to Vice Chancellor HR
  - h. Special Assignment
  - i. Mechanic, Lead
  - j. Child Care Center Coordinator
  - k. 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)**

Jacobson v. Coast Community College District (Arbitration)  
 Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)  
 Morgenstern v. Orange Coast College et al., Orange County Superior Court Case No. 30-2008-00109222  
 Coast Community College Association vs. Coast Community College District, PERB Case#LA-CE-54-36-E  
 Coast Community College District vs. MEP, Inc. et al., Orange County Superior Court Case No. 30-2010-00380564

**1.04.03       Public Employee Discipline/Dismissal/Release  
(Pursuant to Government Code Section 54957)**

**1.04.04       Conference with Labor Negotiator  
(Pursuant to Code Section 54957.6)**

Agency Negotiator: Deborah Hirsh, 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 Lorraine Prinsky**

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session - Items on Agenda)

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*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 Resolution to Honor and Accept Retirement

**2.00 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 Report from the Chancellor

2.02 Reports from the Presidents

2.03 Reports from the Officers of Student Government Organizations

2.04 Reports from the Academic Senate Presidents

2.05 Reports from Employee Representative Groups

2.06 Reports from the Board of Trustees

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

**3.00 Matters for Review, Discussion and/or Action**

3.01 Board Meeting Dates

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

3.03 The Board Directives Log

3.04 Board Discussion of Propositions 24 and 25

- 3.05 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

## **CONSENT CALENDAR**

### **4.00 Travel**

- 4.01 Authorization for Attendance at Meetings and/or Conferences

### **5.00 Authorization for Student Trips**

- 5.01 GWC – Student Trips

- 5.02 CCC – Student Trips

- 5.03 OCC – Student Trips

### **6.00 Authorization for Special Projects**

- 6.01 GWC – Special Projects

- 6.02 CCC – Special Projects

- 6.03 OCC – Special Projects

### **7.00 Authorization to Apply for Funded Programs**

- 7.01 Authorization to Apply for Funded Programs

### **8.00 Authorization to Enter Into Standard Telecourse Agreements**

- 8.01 CCC – Authorization to Enter Into Standard Telecourse Agreements

### **9.00 Approval of Clinical Contracts**

- 9.01 OCC – Clinical Contracts

### **10.00 Approval of Standard Agreements**

- 10.01 DIS – Standard Agreements

- 10.02 CCC – Standard Agreements

- 10.03 OCC – Standard Agreements

### **11.00 Authorization for Purchase of Institutional Memberships**

- 11.01 GWC – Institutional Memberships

- 11.02 CCC – Institutional Memberships
- 11.03 OCC – Institutional Memberships
- 11.04 DIS – Institutional Memberships
- 12.00 Authorization for Off-Campus Assignments**
- 12.01 CCC – Off-Campus Assignments
- 12.02 GWC – Off-Campus Assignments
- 13.00 Authorization for Community Activities**
- 13.01 OCC – Community Activities
- 14.00 Authorization for Sailing Program**
- 14.01 OCC – Sailing Program
- 15.00 Personnel Items**
- 15.01 DIS – Personnel Items
  - a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
  - b. Authorization for Contract Amendments Based upon Horizontal Salary Moves
  - c. Authorization for Changes in Salary Schedules
  - d. Authorization for Schedule Changes, Classified Staff
  - e. Authorization for Professional Experts
  - f. Certificated Staff Seniority Number Confirmation
- 16.00 Authorization for Independent Contractors**
- 16.01 GWC – Independent Contractors
- 16.02 CCC – Independent Contractors
- 16.03 OCC – Independent Contractors
- 17.00 Authorization for Professional Development Program**
- 17.01 GWC – Professional Development
- 17.02 OCC – Professional Development

**18.00 Authorization for Staff Development**

18.01 DIS – Authorization for Staff Development

**19.00 Approval of Purchase Orders**

19.01 DIS – Purchase Orders

**20.00 Ratification/Approval of Checks**

20.01 DIS – Check Approval

**21.00 Check List for General Obligation Bond Fund**

21.01 DIS –General Obligation Bond Fund

**22.00 Authorization for Special Payments**

22.01 OCC – Special Payments

**ACTION SECTION**

**23.00 Approval of Agreements**

23.01 CCC - Approve Agreement between ACT, Inc. and the Coast Community College District to Provide Discover® Assessments at William Beaumont Army Medical Center, Warrior Transition Battalion, Fort Bliss, Texas

23.02 CCC – Approve Agreement between Department of the Navy and the Coast Community College District for the Use of Government Property to Provide Educational Support and Assessment Services at Naval Air Station Pensacola, Florida

23.03 CCC – Approve Agreement between Mile Square Golf Course and Coastline Community College

23.04 CCC – Authorization to Enter into a Service Provider Agreement between the Los Angeles Division of Time Warner Cable and Coast Community College District to provide Customer with Two Dedicated Point-to-Point Circuit Connections

23.05 CCC – Approve Agreement between Hyatt Regency Irvine and the Coast Community College District

23.06 OCC – Approve Agreement between the ProEducation Solutions, LLC and the Coast Community College District for the purpose of providing student aid verification services

23.07 OCC – Approve Agreement between United Student Aid Funds Services, Orange Coast College, Golden West College, and Coastline College for the purpose of accessing the United Student Aid Funds Debt Manager system which permits the Financial Aid Office staff to enhance student loan default prevention efforts

- 23.08 OCC – Approve Agreement between Stratos Communications Inc. and the Coast Community College District (OCC Sailing Center) for providing mobile satellite services aboard OCC's vessel Alaska Eagle
- 24.00 Buildings and Grounds Approvals**
- 24.01 DIS – Authorization to File Notice of Completion
- 24.02 DIS – Approve Standard Professional Services Agreement with Wildan Geotechnical; Coastline Community College Newport Beach Learning Center
- 24.03 DIS – Authorization to Purchase Instructional Equipment from Fisher Scientific for New Construction ABC Biology Building at Orange Coast College
- 24.04 DIS – Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Vision 2020 – Determination and Support Services Space Needs
- 24.05 DIS – Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Vision 2020 – Facilities Master Plan
- 24.06 DIS – Approval of Takeover Agreement between Coast Community College District and International Fidelity Insurance Company for Completion of Orange Coast College Softball Field, Bid No. 1964
- 25.00 General Items of Business**
- 25.01 OCC – Approval of 2010-2011 Articulation and Transfer Center Plan
- 25.02 CCC – 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
- 25.03 DIS – Bid Tabulations and Award of Contract: Golden West College New Media Production Facility; Bid No. 1984
- 26.00 Resolutions**
- 26.01 Resolution # 10-20, Adopting the Board of Trustees' Meeting Schedule for Calendar Year 2011
- 26.02 Resolution # 10-21, Correcting Appropriation Limit, Gann Initiative for 2010-2011
- 26.03 Resolution # 10-22, Supporting Proposition 24, The Tax Fairness Act
- 26.04 Resolution # 10-23, Supporting Proposition 25, The Majority Vote for the Legislature to Pass the Budget Act
- 27.00 Approval of Minutes**
- 27.01 Approval of Minutes of  
Special Meeting of August 26, 2010  
Special Meeting of August 27, 2010

Special Meeting of September 8, 2010  
Regular Meeting of September 15, 2010

**28.00 Close of Meeting**

28.01 Public Comment (Items Not on Agenda)

28.02 Adjournment

**PRELIMINARY MATTERS**  
(White Pages)

## **Agenda Item Details**

Meeting	Oct 06, 2010 - Regular Meeting
Category	1. Preliminary Matters
Subject	1.01 - 1.09 Preliminary Matters
Access	Public
Type	Preliminary Matters

### **1.01 Call to Order**

### **1.02 Roll Call**

### **1.03 Public Comment (Closed Session - Items on Agenda)**

### **1.04 Recess to Closed Session**

#### **1.04.01 Public Employment**

(Pursuant to Government Code 54957 (b)(1))

#### **1.04.02 Conference with Legal Counsel: Existing Litigation**

(Pursuant to sub-section "a" of Government Code Section 54956.9)

#### **1.04.03 Public Employee Discipline/Dismissal/Release**

(Pursuant to Government Code Section 54957)

#### **1.04.04 Conference with Labor Negotiator**

(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Deborah Hirsh, Vice Chancellor, Human Resources

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

### **1.06 Pledge of Allegiance -Trustee Lorraine Prinsky**

### **1.07 Report of Action in Closed Session (if any)**

### **1.08 Public Comment (Open Session - Items on Agenda)**

### **1.09 Presentations, Ceremonial Resolutions and Public Hearings**

#### **1.09.01 Resolution to Honor and Accept Retirement**

#### **Administrator**

Douglas Larson, Dean, Learning Resources & Distance Learning, retirement effective 11/02/10

Whereas, Douglas Larson, Dean, Learning Resources & Distance Learning, is retiring from Golden West College effective the second day of November 2010; and

Whereas, Douglas Larson was the founding Director of Golden West College Media Production in 1976 and worked with faculty

and staff to develop instructional video programs. These Golden West College Instructional Media programs generate royalty income to both faculty and the campus. In addition, both the college and Douglas Larson have been awarded many national instructional media awards including 3 Los Angeles area TV Emmy awards; and

Whereas, in 1997, Douglas Larson became Dean of the Social Sciences for 10 years, which provided a serendipitous opportunity to develop online courses. In addition, Douglas Larson was a team member of a Golden West College group that developed a program to allow Law Enforcement officers statewide to complete their Criminal Justice AA degree online; and

Whereas, in 2000, Douglas Larson became Dean of the Learning Resources and Distance Learning Division. He participated with all the library faculty and staff on the planning of the new Golden West College Learning Resource Center that will be opening soon; and

Whereas, in his retirement letter Douglas Larson stated, "How fortunate I have been to have spent the last 34 ½ years working in an environment that encourages development and creating new opportunities for students. This opportunity for growth extends to faculty and staff as well. And my Golden West College career is evidence of it. The best part of the job has been working on a daily basis with my colleagues and I will greatly miss them. I look forward in the future to continue with a development focus both professionally and personally as I enter a new phase of my life."

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Douglas Larson on this day, the sixth of October in the year 2010.



**GENERAL INFORMATION AND REPORTS**  
(White Pages)

## **Agenda Item Details**

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Meeting Oct 06, 2010 - Regular Meeting  
Category 2. Informative Reports  
Subject 2.01 - 2.07 Informative Reports  
Access Public  
Type Informative Reports

### **2.01 Report from the Chancellor**

Dr. Ding-Jo H. Currie

### **2.02 Reports from the Presidents**

Dr. Loretta Adrian, Coastline Community College  
Dr. Dennis Harkins, Orange Coast College  
Wes Bryan, Golden West College

### **2.03 Reports from the Presidents of Student Government Organizations**

Lisa Okamoto, Coastline Community College  
David Salai, Golden West College  
Catherine Tran, Orange Coast College

### **2.04 Reports from the Academic Senate Presidents**

Nancy Jones, Coastline Community College  
Theresa Lavarini, Golden West College  
Vesna Marcina, Orange Coast College

### **2.05 Reports from the Presidents of Employee Representative Groups**

Ann Nicholson, Coast Federation of Classified Employees (CFCE)  
Dr. Barbara Price, Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA)  
Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT)  
Christina Irvin, Association of Confidential Employees (ACE)  
Vince Rodriguez, Coast District Management Association (CDMA)

### **2.06 Reports from the Board of Trustees**

Trustee Jerry Patterson, Board President  
Trustee Dr. Lorraine Prinsky, Board Vice President  
Trustee Jim Moreno, Board Clerk  
Trustee Walter G. Howald  
Trustee Mary L. Hornbuckle

Student Trustee Lee Fuller

**2.07 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

**Budget** - October 12, 2010 at 2:00 p.m., Board of Trustees Conference Room

**Land Development** - October 12, 2010 at 9:00 a.m., Board of Trustees Conference Room

**Career Technical Education** - October 15, 2010 at 9:00 a.m., Board of Trustees Conference Room

### **Agenda Item Details**

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Meeting	Oct 06, 2010 - Regular Meeting
Category	3. Matters for Review, Discussion and/or Action
Subject	3.01 - 3.05 Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

### **Public Content**

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#### **3.01 Board Meeting Dates**

October 13, 2010 - Regular Meeting/Study Session  
November 3, 2010 - Regular Meeting  
November 17, 2010 - Regular Meeting  
December 8, 2010 - Regular/Organizational Meeting

#### **3.02 Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT), California Community College League (CCLC), & California Community College Trustees (CCCT)**

October 20-23, 2010 Toronto, Ontario, ACCT Leadership Congress  
November 7-9, 2010 Washington D.C., AACC Washington Institute  
November 18-20, 2010 Pasadena, CA, CCLC / CCCT Annual Convention and Partner Conferences  
January 21-24, 2011 Sacramento, CA, CCLC / CCCT Effective Trusteeship Workshop  
January 22, 2011 Sacramento, CA, CCLC Board Chair Workshop  
January 23 & 24, 2011 Sacramento, CA, CCLC Annual Legislative Conference  
January 26-29, 2011 Newport Beach, CA, AACC Workforce Development Institute  
February 13-16, 2011 Washington D.C., ACCT National Legislative Summit  
March 8-11, 2011 Pacific Grove, CCLCAsilomar Leadership Skills Seminar  
April 9-12, 2011 New Orleans, LA, AACC's Annual Convention  
April 15-16, 2011 Sacramento, CA, CCCT Executive Committee and Board Meetings  
April 29- May1, 2011 Monterey, CA, CCLC Annual Trustees Conference  
June 17-18, 2011 Sacramento, CA CCCT Executive Committee and Board Meetings  
October 12-15, 2011 Dallas, TX, ACCT Annual Leadership Congress

#### **3.03 The Board Directives Log**

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

#### **3.04 Board Discussion of Propositions 24 and 25**

#### **3.05 Buildings and Grounds Reports**

#### **Orange Coast College New Consumer Health & Science Lab (ABC) Building**

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

**Project Status:** Interior finish work including installation of casework, suspended ceiling, and painting are progressing. The ordering of "owner provided" equipment is also ongoing. As the building prepares to open, the project team has begun the final coordination of building commissioning and LEED certification. This project will achieve LEED Certified status with the U.S. Green Building Council.

#### **Orange Coast College Student Center Renovation**

Architect: AEPC Architecture  
Construction Manager: CW Driver  
DSA Approval: April 2010  
Construction Start: June 2010  
Est. Completion: January 2011  
Funding: Measure C General Obligation Bond

**Project Status:** The old Student Center is beginning to look like a new Student Center. Framing, roofing, and wrapping are prominently exhibited on the building exterior, and similar activities are occurring inside. This project is currently tracking on time for Spring re-opening.

#### **Golden West College Learning Resource Center**

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

**Project Status:** Finish work continues on the building interior. The suspended ceiling in this building is a unique metal panel grid system and a majority of the interior finish work is being halted by the slow progress of the metal ceiling panel installation. However, carpet installation is scheduled to begin on September 27<sup>th</sup> with the delivery and installation of the "book stack" shelving shortly following.

#### **Coastline College Newport Beach Learning Center**

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

**Project Status:** The abatement of all hazardous materials (i.e. asbestos containing materials, lead-based paint, light ballasts, etc.) is nearly complete. Re-useable building materials, such as windows and doors, have been removed and donated to Habitat for Humanity and will be utilized, for good cause, by their organization. The final demolition of the existing structures is scheduled to start on October 1<sup>st</sup>.

[10-6-10 Meeting.pdf \(86 KB\)](#)

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#### **Administrative Content**



## **CONSENT CALENDAR**

(Yellow Pages)

Items on the Consent Calendar may be adopted by a single motion of the Board of Trustees. To have an item considered separately a request must be made prior to the adoption of the motion to approve the Consent Calendar.

## 4. Travel

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<b>Subject</b>	<b>4.01 Authorization for Attendance at Meetings and/or Conferences</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	4. Travel
Access	Public
Type	Consent

### File Attachments

[100610.pdf \(32 KB\)](#)

## **1.Travel Authorization**

### **a.Authorization for Attendance at Meetings and/or Conferences**

#### **(1)Meetings for the Board of Trustees**

CONRAD J MORENO, Board Member (CCCD), to attend the Community College League of California Advisory Committee on Education Services (ACES) Meeting, October 8, 2010, Burlingame, CA, with reimbursement for actual expenses, including travel by Air Coach, to be paid from District Conference Funds.

JERRY M PATTERSON, Board Member (DIST), to attend the Association of Community College Trustees Annual Leadership Congress, October 19 - 22, 2010, Toronto, Canada with reimbursement for actual expenses, including a registration fee of \$525, travel by Air Coach, to be paid from District Conference Funds. The reason for this revision is to change travel dates.

#### **(2)Meetings for Faculty and Staff**

NABIL ABU-GHAZALEH, Assoc Vice Chanc (CCCD), to attend the California Community College Chief Instructional Officers Fall Conference, October 27-29, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$970, including a registration fee of \$480, to be paid from Management Conference Funds - Educational Services.

KIMBERLY R ALLEN, Admin Dir Fiscl Affr (CCCD), to attend the Retiree Health Benefit JPA Investment Committee, October 7 - 8, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including travel by Air Coach, to be paid from Management Funds Fiscal Affairs.

SYLVIA E AMITOELAU, Ed Media Designr Mil (CCC), to attend the 2010 Association for Educational Communications and Technology Convention, October 26-30, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from ISD Marketing Conference funds.

CRISTINA M ARELLANO, EOPS/CARE Outreach Tech (CCC), to attend the 40th Annual California Community Colleges Extended Opportunity Programs and Services Teleconference Meeting, October 22, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$60, including a registration fee of \$50, to be paid from Professional Staff Development.

CHERYL L BABLER, Vice President (CCC), to attend the California Community Colleges Chief Instructional Officers Fall Conference, October 27-29, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$315, to be paid from CDMA.

CHERYL L BABLER, Vice President (CCC), to attend the 2010 Green California Community College Summit, October 11-12, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from College Funds. Lodging required due to early morning presentation.

DOUGLAS R BENOIT, Dean (OCC), to attend the California Community Colleges Association of Occupational Educators, October 27 - 29, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$395, to be paid from Perkins Career Development State Advisory Grant.

AMANDA BEST, Instructor (GWC), to attend the Academic Senate for California Community Colleges Plenary Fall 2010, November 11, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$256, including a registration fee of \$225, to be paid from Academic Senate Travel.

JOYCE H BOELZNER, Child Devlpmnt Spclt (OCC), to attend the Orange County Department of Education - Curriculum Planning Workshop, October 9, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$25, including a registration fee of \$25, to be paid from Children's Center Foundation Funds.

DENISE M BON, Hourly Instructor (GWC), to attend the California Association for Post-Secondary Education and Disability, October 23-26, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$345, travel by Air Coach, rental car and insurance, to be paid from ACE Professional Development.

JOANN BUSENBARK, Interim Dir, Acces Ctr for Edu (GWC), to attend the California Association for Post-Secondary Education and Disability, October 24-26, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$400, travel by Air Coach, to be paid from ACE Professional Development.

HOAI-HUONG D BUSH, Counselor (GWC), to attend the California State University, Long Beach Conference, October 29, 2010, Long Beach, CA, without loss of salary, with no reimbursement authorized from District funds, to be no cost to District/Campus.

JENNIFER M CHERIAN, Instructor (OCC), to attend the 2010 Southern California Economics Teaching Conference, October 7-9, 2010, Claremont, CA, without loss of salary, with reimbursement for allowable expenses of \$467, including a registration fee of \$195, to be paid from CFE Contracted PDI Full Time Conference Funds.

BARBARA L CORTES, Child Devlpmnt Spclt (OCC), to attend the Orange County Department of Education - Observation & Assessment, October 23, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$25, including a registration fee of \$25, to be paid from Children's Center Foundation Funds.

DING-JO H CURRIE, Chancellor (CCCD), to attend the Community College League of California 2010 Convention, November 18-20, 2010, Pasadena, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$475, to be paid from Chancellor's Conference Funds.

DING-JO H CURRIE, Chancellor (CCCD), to attend the meeting with Contra Costa Community College District Chancellor, September 17-18, 2010, Martinez, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds. The need and opportunity to meet with the Contra Costa CCD Chancellor arose between Board meeting dates; no District funds will be used.

LYNN M DAHNKE, Telecrs Marketng Dir (CCC), to attend the 2010 Association for Educational Communications and Technology Convention, October 26-30, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$200, to be paid from ISD Marketing Conference funds.

LORETTA H DAVIS, Hourly Instructor (CCC), to attend the California Teachers of English to Speakers of Other Languages Conference, April 7-10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$245, including a registration fee of \$180, to be paid from PDI Conference & Workshops.

NADINE I DAVIS, Hourly Instructor (GWC), to attend the California Nursing Student Association, October 15-17, 2010, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$70, to be paid from Nursing Grant Funds.

JULIE A DAVIS-WOLFE, Librarian (GWC), to attend the Academic Senate for California Community Colleges Plenary Fall 2010, November 12, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$221, including a registration fee of \$190, to be paid from Academic Senate Travel.

MARIA L DENUNNO, Accounting Tech (OCC), to attend the Kaleidoscope Leadership Institute, December 1 - 5, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$600, to be paid from Ancillary Account.

CORINE L DOUGHTY, Director, Career Services (OCC), to attend the California Community College Association for Occupational Educators, October 26 - 29, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$395, to be paid from Perkins Career Development State Advisory Grant.

FRED A FELDON, Instructor (CCC), to attend the 36th American Mathematical Association of Two-Year Colleges Annual Conference, November 10-14, 2010, Boston, MA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$380, travel by Air Coach, to be paid from Basic Skills.

PATRICIA N FIPPS, Counselor (GWC), to attend the California Association for Post-Secondary Education and Disability, October 23-26, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$295, travel by Air Coach, to be paid from ACE Professional Development.

HILDA FRIEND, EOPS/Care Specialist (GWC), to attend the California Community College EOPS Association Teleconference, October 22, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from EOPS/CARE funds.

MARILYN M FRY, Instructor (CCC), to attend the Academic Senate for California Community Colleges 2010 Fall Plenary Session, November 11-13, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$325, including a registration fee of \$325, to be paid from PDI Conference & Workshops.

TRACEY M GARCIA, Hrly/Temp Service (OCC), to attend the Orange County Department of Education - Young Artists Workshop, December 4, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$25, including a registration fee of \$25, to be paid from Children's Center Foundation Funds.

DIOGBA E GBYE, Hourly Instructor (OCC), to attend the CCA Building Strong Local Fall Conference, October 8 - 10, 2010, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$50, travel by Air Coach, to be paid from CCA/CTA Union Funds.

JOYCELYN M GROOT, Dean Mil/Cont Ed Pro (CCC), to attend the Council of College and Military Educators Board Meeting, November 2-7, 2010 (Vacation: November 6-7), Tampa, FL, 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 Ancillary Funds.

COLLETTE J HAUSEY, Instructor (GWC), to attend the Academic Senate for California Community Colleges Plenary Fall 2010, November 12, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$221, including a registration fee of \$190, to be paid from Academic Senate Travel.

TRACY R HEFFELMAN, Hrly/Temp Clerical (GWC), to attend the California Community College EOPS Association Teleconference, October 22, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from CARE funds.

ELAINE K HILL, Telecourse Mrktng Co (CCC), to attend the 2010 Association for Educational Communications and Technology Convention, October 26-30, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$200, to be paid from ISD Marketing Conference Funds.

ELAINE K HILL, Telecourse Mrktng Co (CCC), to attend the North Carolina Community College Association of Distance Learning, November 14-16, 2010, Durham, NC, without loss of salary, with reimbursement for allowable expenses of \$975, including travel by Air Coach, to be paid from ISD Marketing Conference funds.

PENNY M HORNBuckle-HUNTER, Hrly/Temp Service (OCC), to attend the Orange County Department of Education - Observation & Assessment, October 23, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$25, including a registration fee of \$25, to be paid from Children's Center Foundation Funds.

DARRYL ISAAC, Instructor (OCC), to attend the Academic Senate 2010 Fall Plenary, November 11 - 13, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$565, including a registration fee of \$325, to be paid from Academic Senate President's Conference Funds.

DANNY C JONES, Administrative Dean (CCC), to attend the 2010 Association for Educational Communications and Technology Convention, October 26-30, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from ISD Marketing Conference funds.

NANCY S JONES, Instructor (CCC), to attend the The 25th Annual 2010 Information Systems Security Association SoCal Security Symposium, October 21, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$75, to be paid from VTEA.

NANCY S JONES, Instructor (CCC), to attend the California Community College Association for Occupational Education Fall 2010 Conference, October 27-29, 2010, Anaheim, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Sponsoring Organization.

CHERYL L JUPITER, Counselor (OCC), to attend the Transfer Center Director Regional Representatives Fall Meeting, October 12-13, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

AMANDA L KLEIN, Hrly/Temp Service (OCC), to attend the Orange County Department of Education - Curriculum and Planning Workshop, October 9, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$25, including a registration fee of \$25, to be paid from Children's Center Foundation Funds.

VALERIE A KLEIN, Instructor (GWC), to attend the Brain Injury: Stroke, Alzheimer's & Head Trauma Conference, November 10, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$145, including a registration fee of \$86, to be paid from IPD AFT funds.

BILL W LA, Inst Assoc-Learn Dis (GWC), to attend the California Association for Post-Secondary Education and Disability, October 25-26, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$900, including a registration fee of \$300, travel by Air Coach, to be paid from ACE Professional Development.

JENNIFER K LABOUNTY, EOPS/Care Specialist (OCC), to attend the 40th Annual California Community Colleges Extended Opportunity Programs and Services Association Teleconference, October 22, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$60, including a registration fee of \$50, to be paid from Professional Staff Development.

THERESA L LAVARINI, Instructor (GWC), to attend the Academic Senate for California Community Colleges Plenary Fall 2010, November 11-13, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$325, to be paid from Academic Senate Travel.

ANDREA C LAWSON, Hourly Instructor (OCC), to attend the Pacific Northwest Renaissance Conference, October 20-23, 2010, Victoria, BC, Canada without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$155, travel by Air Coach, to be paid from CCA/CTA Union Funds.

ROBERT L LAZARUS, Instructor (OCC), to attend the Department Chair Institute, January 4 - 7, 2011, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$700, to be paid from CFE Contracted PDI Full Time Conference Funds.

LISA S LEE, Instructor (CCC), to attend the 36th American Mathematical Association of Two-Year Colleges Annual Conference, November 10-14, 2010, Boston, MA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$380, travel by Air Coach, to be paid from Basic Skills.

MARGARET M LOVIG, Instructor (CCC), to attend the American Association for Paralegal Education, 29th Annual Conference, Leading the Professional Pace, October 27-30, 2010, Indianapolis, IN, without loss of salary, with reimbursement for allowable expenses of \$1,774, including a registration fee of \$420, travel by Air Coach, to be paid from VTEA.

KATHERINE E MADDOX, Hry/Temp Service (OCC), to attend the Orange County Department of Education - Young Artists Workshop, December 4, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$25, including a registration fee of \$25, to be paid from Children's Center Foundation Funds.

MICHAEL A MANDELKERN, Dean (OCC), to attend the California Colleges for International Education Convention, November 18, 2010, Pasadena, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

EARNEST G MARCHBANK, Counselor (GWC), to attend the California Community College EOPS Association Teleconference, October 22, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from EOPS/CARE funds.

EARNEST G MARCHBANK, Counselor (GWC), to attend the California State University, Long Beach Conference, October 29, 2010, Long Beach, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to District/Campus.

CARLA R MARTINEZ, Student Serv Coord (OCC), to attend the Student Senate General Assembly, October 29 - 31, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$195, to be paid from ASOCC funds.

RICHARD C MATHIAS, Hourly Instructor (CCC), to attend the California Business Education Association (CBEA) 2010 State Conference, November 5-7, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,065, including a registration fee of \$285, travel by Air Coach, rental car and insurance, to be paid from VTEA.

APRIL Y MILLIKAN, Interp Specialist (GWC), to attend the California Association for Post-Secondary Education and Disability, October 25-26, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$900, including a registration fee of \$300, travel by Air Coach, to be paid from ACE Professional Development.

CARISA L MONTOOTH, Staff Aide (OCC), to attend the Association of Black Women in Higher Education 2010 National Conference, October 13 - 15, 2010, Culver City, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$250, to be paid from President's Ancillary Budget.

CARISA L MONTOOTH, Staff Aide (OCC), to attend the Kaleidoscope Leadership Institute, December 1 - 5, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$600, to be paid from President's Ancillary Budget.

MICHAEL G MORVICE, Staff Asst Sr (OCC), to attend the California Community College Student Affairs Association Student Leadership Conference, October 23 - 24, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$270, to be paid from ASOCC funds.

MELISSA M MOSER, Dir Financial Aid (OCC), to attend the American Society for Public Administrators - 9th Annual Professional Series, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$353, including a registration fee of \$353, to be paid from Categorical Funds attendance to take place on 11/18/10, 1/20/11, 3/17/11, 5/19/11, 7/19/11, 9/15/11.

KATHRYN L MUELLER, Dean (OCC), to attend the National Association of Student Personnel Administrators Regional Conference, November 3 - 6, 2010, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$1,000, including travel by Air Coach, to be paid from CDMA District Conference Funds.

ROBERT D NASH, Dir, Inst Desgn & Fac Support (CCC), to attend the 2010 Association for Educational Communications and Technology Convention, October 26-30, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from ISD Marketing Conference funds.

AILENE B NGUYEN, Counselor (CCC), to attend the Counselor Day at Cal Poly Pomona, October 7, 2010, Pomona, CA, without loss of salary, with reimbursement for allowable expenses of \$64, including a registration fee of \$35, to be paid from PDI Conference & Workshops.

CHRISTINA D NGUYEN, Counselor (CCC), to attend the 40th Annual California Community College Extended Opportunity Programs and Services Meeting Teleconference, October 22, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from PDI Conference & Workshops.

CHRISTINA D NGUYEN, Counselor (CCC), to attend the CSU Fullerton Community College Teacher Educators, Partners and Collaborators Conference, October 19, 2010, Fullerton, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Sponsoring Agency.

MELINDA A NISH, Vice President (OCC), to attend the California Community College Chief Instructional Officers Fall Conference, October 26 - 29, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$315, to be paid from VPI Management Conferences funds.

MELINDA A NISH, Vice President (OCC), to attend the Accrediting Commission for Community and Junior Colleges Evaluation Visit, October 10 - 14, 2010, Moorpark, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

CRAIG A OBERLIN, Sr Dir, College Info Tech (OCC), to attend the 2010 EduCause Annual Conference, October 12 - 15, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$1025, to be paid from IT Management Conference funds.

HUE T PHAM, Dean (OCC), to attend the 40th Annual California Community Colleges Extended Opportunity Programs & Services Association Meeting Teleconference, October 22, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$50, to be paid from Extended Opportunity Programs and Services funds.

SHEENA T PHAN, EOPS/CARE Accounting Tech (CCC), to attend the 40th Annual California Community Colleges Extended Opportunity Programs and Services Teleconference Meeting, October 22, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$60, including a registration fee of \$50, to be paid from Professional Staff Development.

JOSEPH E POSHEK, Dean (OCC), to attend the California Community College Association for Occupational Educators, October 27 - 29, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$395, to be paid from Perkins Career Development State Advisory Grant.

MALINNI N ROEUN, Instructor (CCC), to attend the 36th American Mathematical Association of Two-Year Colleges Annual Conference, November 10-14, 2010, Boston, MA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$380, travel by Air Coach, to be paid from Basic Skills.

JAMES L RUHLE, Hourly Instructor (CCC), to attend the Geothermal Resource Council 2010 Annual Meeting, October 23-27, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$700, to be paid from CCA Conference Funds.

PAUL A SALAZAR, Hrly/Temp Clerical (CCC), to attend the Disability Program Navigator Quarterly Meeting, October 12-13, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Sponsoring Agency.

MICHELLE Y SAMBRANO, Counselor (GWC), to attend the California Community College EOPS Association Teleconference, October 22, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from CARE funds.

MICHELLE Y SAMBRANO, Counselor (GWC), to attend the California State University, Long Beach Conference, October 29, 2010, Long Beach, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to District/Campus.

MARCOS SANCHEZ, Hrly/Temp Service (OCC), to attend the Orange County Department of Education - Young Artists Workshop, December 4, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$25, including a registration fee of \$25, to be paid from Children's Center Foundation Funds.

METTE H SEGERBLOM, Sailing Program Cord (OCC), to attend the US Sailing Annual General Meeting, October 21 - 23, 2010, Phoenix, AZ, without loss of salary, with reimbursement for allowable expenses of \$885, including a registration fee of \$35, travel by Air Coach, to be paid from Sailing Center.

SHERI L STERNER, Dean, Library & Inst Research (OCC), to attend the Accrediting Commission for California and Junior Colleges Site Visit, October 11 - 14, 2010, Ventura, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

SHERI L STERNER, Dean, Library & Inst Research (OCC), to attend the California Chief Instructional Officers Fall 2010 Conference - Accreditation Liason Officer Training, October 28, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$250, including a registration fee of \$200, to be paid from Accreditation Ancillary Funds.

CHERYL C STEWART, Librarian (CCC), to attend the Academic Senate Fall Plenary Session, November 11-13, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$425, including a registration fee of \$325, to be paid from PDI Conference & Workshops.

CHERYL C STEWART, Librarian (CCC), to attend the Accreditation Team Visit at Mt. San Antonio College, October 25-28, 2010, Walnut, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

KATHY SUAREZ, Student Fin Aid Tech (OCC), to attend the Department of Education Annual Update Conference, November 29 - December 4, 2010, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$3,000, including travel by Air Coach, to be paid from BFAP Categorical Funds.

RUSSELL A TERRY, Counselor (GWC), to attend the California State University, Long Beach Conference, October 29, 2010, Long Beach, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to District/Campus.

JAMES A TORTOLANO, Instructor (GWC), to attend the Journalism Association of Community Colleges, Southern California Conference, October 16, 2010, Fullerton, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$70, to be paid from Western Sun Trust funds.

ANGELYN Q TRAN, EOPS/Care Acctg Technician tmp (GWC), to attend the California Community College EOPS Association Teleconference, October 22, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from EOPS/CARE funds.

JULIE TRAN, Staff Aide (OCC), to attend the 40th Annual California Community Colleges Extended Opportunity Programs and Services Association Teleconference, October 22, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$60, including a registration fee of \$50, to be paid from Professional Staff Development.

TIEN T TRAN, Disab St Med Acc Spc (GWC), to attend the California Association for Post-Secondary Education and Disability, October 25-26, 2010, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$900, including a registration fee of \$300, travel by Air Coach, rental car and insurance, to be paid from ACE Professional Development.

MARIA S TULLAI DAVIS, Child Care Centr Ast (OCC), to attend the Orange County Department of Education - Young Artists Workshop, December 4, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$25, including a registration fee of \$25, to be paid from Children's Center Foundation Funds.

EVAN J VAN GEEM, Hrly/Temp Service (OCC), to attend the Orange County Department of Education - Observation & Assessment, October 23, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$25, including a registration fee of \$25, to be paid from Children's Center Foundation Funds.

LYNN M WALKER, Hourly Instructor (CCC), to attend the California Teachers of English to Speakers of Other Languages Orange County Chapter Fall 2010 Workshop, October 23, 2010, La Mirada, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$45, to be paid from PDI Conference & Workshops.

HELEN L WARD, Staff Assistant (CCC), to attend the Student Senate for California Community Colleges Fall General Assembly, October 29-31, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$195, to be paid from Associated Student Government Conference funds.

MICHAEL R WARNER, Instructor (CCC), to attend the The 25th Annual 2010 Information Systems Security Association SoCal Security Symposium, October 21, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$75, to be paid from VTEA.

CATHLEEN C WERBLIN, Instructor (OCC), to attend the Associated Collegiate Press National College Media Convention, October 27 - 31, 2010, Louisville, KY, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$105, travel by Air Coach, to be paid from CFE Contracted PDI Full Time Conference Funds.

TINA C XA, EOPS/Care Specialist (CCC), to attend the 40th Annual California Community Colleges Extended Opportunity Programs and Services Teleconference Meeting, October 22, 2010, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$60, including a registration fee of \$50, to be paid from Professional Staff Development.

MARGARET M YANALUNAS, Temp Ed Media Designr Mil (CCC), to attend the 2010 Association for Educational Communications and Technology Convention, October 26-30, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from ISD Marketing Conference funds.

## **5. Authorization for Student Trips**

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**Subject**            **5.01 GWC - Student Trips**  
**Meeting**            Oct 6, 2010 - Regular Meeting  
**Category**           5. Authorization for Student Trips  
**Access**             Public  
**Type**                Consent

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

**Baseball Scrimmages**

**Location:** Cerro Coso College

**Date(s):** October 15 & 16, 2010

**Department:** Athletics

**Cost/purpose/funding source:** \$1,500 for lodging from auxiliary funds.

**Movie Matinee for International Students and International Students Club Members**

**Location:** Bella Terra, Huntington Beach

**Date(s):** October 8, 2010

**Department:** International Student Program

**Cost/purpose/funding source:** \$180 for movie tickets from International Student Program funds.

**California Community College Student Affairs Association Student Leadership Conference**

**Location:** Costa Mesa, California

**Date(s):** October 22 – 24, 2010

**Department:** Student Activities

**Cost/purpose/funding source:** \$4,400 for registration fees from Associated Students funds.

**California Annual State Nursing Student Convention**

**Location:** Ontario, California

**Date(s):** October 15-17, 2010

**Department:** Student Activities

**Cost/purpose/funding source:** \$2,800 for registration fees, food, and lodging from club funds.

**Alpha Gamma Sigma Southern Regional Conference**

**Location:** Costa Mesa, California

**Date(s):** October 30, 2010

**Department:** Student Activities

**Cost/purpose/funding source:** \$800 for registration fees and food from club funds.

**Statewide Student Senate Community College General Assembly**

**Location:** San Diego, California

**Date(s):** October 29-31, 2010

**Department:** Student Activities

**Journalism Association of Community Colleges Southern California Conference**

**Location:** CSUF campus

**Date(s):** October 15-16, 2010

**Department:** Journalism (Western Sun)

**Cost/purpose/funding source:** \$560 for registration and parking fees from The Western Sun Trust funds.

**Subject**            **5.02 CCC - Student Trips**  
**Meeting**            Oct 6, 2010 - Regular Meeting  
**Category**           5. Authorization for Student Trips  
**Access**             Public  
**Type**                Consent

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

Conference/Activity: Student Senate of the California Community Colleges (SSCCC) Fall General Assembly  
Location: San Diego  
Dates: October 29-31, 2010  
Department: ASG/Student Services  
Cost/purpose/funding source: NTE \$4000, for conference registration, lodging, meals, and miscellaneous expenses  
Transportation: Personal vehicles

Conference/Activity: Women in Leadership  
Location: Los Angeles  
Dates: October 13, 2010  
Department: Instruction  
Transportation: Personal vehicles

Conference/Activity: California State University, Fullerton  
Location: Fullerton  
Dates: October 8, 2010  
Department: Early College High School/AVID  
Transportation: District transportation

Conference/Activity: University of California, Riverside  
Location: Riverside  
Dates: November 5, 2010  
Department: Early College High School/AVID  
Transportation: District transportation

Conference/Activity: Hidden Talents  
Location: Huntington Beach  
Dates: December 8, 2010; December 9, 2010; and December 10, 2010  
Department: Psychology/Parent Education  
Transportation: Personal vehicles

Conference/Activity: Irvine Regional Park  
Location: Irvine  
Dates: December 13, 2010 and December 14, 2010  
Department: Psychology/Parent Education  
Transportation: Personal vehicles

**Subject**           **5.03 OCC - Student Trips**  
**Meeting**           Oct 6, 2010 - Regular Meeting  
**Category**          5. Authorization for Student Trips  
**Access**            Public  
**Type**              Consent

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

**Student Senate General Assembly**

**Location:** San Diego, CA  
**Dates:** October 29-31, 2010  
**Department:** OCC - ASOCC  
**Cost/Purpose/Funding:** NTE \$5,000 for registration; meals, parking, supplies and miscellaneous expenses; to be paid from ASOCC funds.  
**Transportation:** District

**Journalism Association of Community Colleges Southern California Conference**

**Location:** Fullerton, CA  
**Date:** October 15 and 16, 2010  
**Department:** OCC - Literature and Languages  
**Cost/Purpose/Funding Source:** NTE \$2,000; conference registration for 10 students and two faculty advisors; to be paid from ASOCC funds.  
**Transportation:** District and personal vehicles

**Boating Trips for Marine Science 100 Lab Students**

**Location:** Long Beach Marine Institute, Long Beach, CA  
**Dates:** Fall 2010 Semester  
**Department:** OCC – Math and Sciences - Marine Science  
**Cost/Purpose/Funding Source:** NTE \$3,700; Marine Science funds.  
**Transportation:** District vehicles

**ASOCC Leadership Conference**

**Location:** Pomona, CA  
**Date:** October 8, 2010  
**Department:** OCC – EOPS and CARE  
**Purpose:** Sponsorship for thirty (30) EOPS/CARE students to attend the 2010 -11 ASOCC Leadership Conference.  
**Cost/Purpose/Funding Source:** NTE \$600 to be paid from EOPS/CARE funds.  
**Transportation:** District vehicles

**2010 Associated Collegiate Press National College Media Convention**

**Location:** Louisville, KY  
**Dates:** October 27 - 31, 2010  
**Department:** OCC - Literature and Languages  
**Cost/Purpose/Funding Source:** NTE \$3,500; to include conference registration for three (3) students and one (1) faculty advisor, transportation, meals, and related expenses; to be paid from ASOCC funds.  
**Transportation:** Air travel

**Puente Student-Mentor Social****Date:** October 2010**Location:** Santa Ana, CA**Department:** OCC – Counseling & Special Services**Purpose:** Orange Coast College Puente program to coordinate and attend the Puente Student-Mentor Social at Martinez Bookstore in Santa Ana, CA. Guests will include thirty-two students currently participating in the Puente program, the students' parents, Puente mentors, and OCC administrators.**Cost/Purpose/Funding Source:** NTE \$1,000.00 for food and refreshment expenses to be paid by UC Regents of California or ASOCC funds**Transportation:** Personal vehicle**REVISION TO PREVIOUS BOARD ACTION****Fall 2010 - Winter 2011 - OCC Overnight Athletic Trips:****Women's Soccer, Coach:** Kevin Smith**Assistant Coaches:** Alyson Spencer, Heather Hutton, Glenn Strachan, Chris Ketcham, Peter Dang. *Revised to add Peter Dang.***Dates:**

September 1-4, Ventura Tournament, Ventura

November 19-21, Southern California Regionals \_1 st Round, TBA

November 22-24, Southern California Regionals - 2nd Round, TBA

November 26-28, Southern California Finals, TBA

December 2-6, State Championships, TBA

*(Original approval on 7/21/10 and 8/18/10 Board.)*

## **6. Authorization for Special Projects**

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**Subject**            **6.01 GWC - Special Projects**  
**Meeting**            Oct 6, 2010 - Regular Meeting  
**Category**           6. Authorization for Special Projects  
**Access**             Public  
**Type**                Consent

Campus & Community Advisory Meetings, Regional Director Meetings and Staff Retreat

Date(s): Fall 2010

Department: EOPS/CARE

Purpose: To discuss department goals and objectives.

Cost/purpose/funding source: \$300 for refreshments and supplies from EOPS/CARE Foundation account.

CARE Workshops

Date(s): Fall 2010

Department: EOPS/CARE

Purpose: To provide CARE students workshops and luncheons. Some workshops may have speakers.

Cost/purpose/funding source: \$400 for luncheons from Adopt-a- Family Foundation account.

New Grad RN Transition Project

Date(s): October 7, 2010-June 30, 2011

Department: Health Professions-RHORC

Purpose: Coordinate and sponsor regional planning for New Grad Transition Project

Cost/purpose/funding source: \$4,000 for meetings, food, supplies, facility use, and program start-up costs for partner colleges from RHORC Trust funds.

Nursing Simulation Lab Use

Date(s): October 7, 2010-June 30, 2011

Department: Health Professions RHORC

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

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

Coast Community College District Chicano/Latino College Day

Date(s): November 19, 2010

Department: Vice President of Student Services 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, printing, entertainment, speakers, and other expenses to be paid from GWC outreach funds, District general funds, OCC general funds, CCC general funds, and Chicano/Latino Day Foundation funds.

Veterans Resource Center Grand Opening/Ribbon Cutting

Date(s): November 9, 2010

Department: College Promotions, Outreach and Community Relations

Purpose: Promote awareness and community support of the new Veterans Resource Center

Cost/purpose/funding source: \$1,000 for food, rentals and printing from College Promotions funds.

School of Nursing, N250 class, Barbeque

Date(s): October 18, 2010

Department: School of Nursing

Purpose: Nursing Students to raise money for completion ceremony.

Cost/purpose/funding source: No costs to college.

Golf Tournament Fundraiser

Date: November 11, 2010

Department: Athletics

Purpose: Fundraiser to support baseball team students/athletes.

Cost/purpose/funding source: \$5,000 for Golf Tourneys fees, meals awards, give aways, and other related expenses paid for by collected funds, from auxiliary and foundation accounts.

President's Advisory Committee Meetings

Date(s): Fall 2010

Department: President's Office

Purpose: Monthly committee meetings

Cost/purpose/funding source: \$500 for refreshments from President's Discretionary funds.

### **REVISION TO PREVIOUS BOARD ACTION**

Art Gallery Exhibit – Portraits & Styles

Date(s): September 16 – October 20, 2010

Department: Art Department

Purpose: Expose art students to techniques & styles of use of human figure

Cost/purpose/funding source: \$2,500 for refreshments, facilities, printing, vendors, and supplies from Art Gallery Trust, ASB, and Art Gallery Foundation funds.

(Revision is to extend the ending date from October 13 and to increase the cost by \$1,000. Previous Board action 7/21/10.)

Art Gallery Exhibit – Blown Glass and Drawing

Date(s): October 28 – November 17, 2010

Department: Art Department

Purpose: Illustrate and exhibit both historical and modern techniques to students.

Cost/purpose/funding source: \$2,500 for refreshments, facilities, printing, vendors, and supplies from Art Gallery Trust, ASB, and Art Gallery Foundation Account Fund.

(Revision is to change the name of the exhibit and increase the cost by \$1,000. Previous Board action 7/21/10.)

**Subject**            **6.02 CCC - Special Projects**  
**Meeting**            Oct 6, 2010 - Regular Meeting  
**Category**           6. Authorization for Special Projects  
**Access**             Public  
**Type**                Consent

**Pathway to Success Leadership Conference**

**Date:** January 30, 2011, 8:00 a.m. - 7:30 p.m.

**Location:** Hyatt Regency Irvine, Irvine

**Department:** Foundation

**Purpose:** Conference to inspire women in the Iranian-American community

**Cost/purpose/funding source:** Gross Income to Foundation \$15,000

**Third Annual Vietnamese Educational Diabetes Seminar and Health Fair**

**Date:** November 6, 2010; 9:00 a.m. - 2:00 p.m.

**Location:** Garden Grove Center

**Department:** Planning, Development, and Government Relations, co-sponsored with Congresswoman Loretta Sanchez and Senator Lou Correa

**Purpose:** To raise awareness about the prevalence of diabetes by providing education on diabetes prevention, management and screening.

**Cost/purpose/funding source:** No expenses to the College or District.

**President's Legislative and Community Meet and Greet**

**Date:** November 5, 2010; 4:00 - 6:00 p.m.

**Location:** Mile Square Park Banquet Center

**Department:** Public/Governmental Relations

**Purpose:** Public/Governmental Relations

**Cost/purpose/funding source:** NTE \$1,200/Ancillary funds

**Jobs Fair**

**Date:** October 21, 2010; 10:00 a.m. - 1:00 p.m.

**Location:** Garden Grove Center

**Department:** Planning, Development, and Government Relations, co-sponsored with Congresswoman Loretta Sanchez and Best Jobs Magazine

**Purpose:** To connect employers with potential job applicants.

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

**Halloween Spooktacular**

**Date:** October 29, 2010; 11:30 a.m. – 1:00 p.m.

**Location:** College Center

**Department:** Classified Council

**Purpose:** Teambuilding scholarship fundraiser for Coastline staff

**Purpose:** No cost to College or District

**Cost/purpose/funding source:** ASG donation and ticket sales

**Healthcare Reform Information Session**

**Date:** October 12, 2010; 1:30 - 4:00 p.m.

**Location:** Garden Grove Center

Department: Planning, Development, and Government Relations, co-sponsored with Congresswoman Loretta Sanchez

Purpose: Information session pertaining to the recent healthcare reform changes.

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

Holiday Reception

Date: December 9, 2010; 5:30 – 7:30 p.m.

Location: District office

Department: Foundation

Purpose: Thank Foundation donors and friends

Cost/purpose/funding source: NTE \$4,000/Food and Entertainment/Foundation funds

Professional Development Workshop

Date: Friday, October 22, 2010

Location: Garden Grove Center

Department: Public Relations co-sponsored with California Community College Public Relations Organization

Purpose: Professional Development

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

Hispanic Heritage Month in Orange County Community Event

Date: October 15, 2010; 4:00 – 9:30 p.m.

Location: Garden Grove Center

Department: Public Relations co-sponsored with League of United Latin American Citizens (LULAC)

Purpose: Diversity/Community Outreach

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

<b>Subject</b>	<b>6.03 OCC - Special Projects</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	6. Authorization for Special Projects
Access	Public
Type	Consent

#### **Doctors of Tomorrow Biomedical Sciences Conference**

**Date:** October 27, 2010

**Department:** OCC - ASOCC/College Life - OCC Doctors of Tomorrow

**Purpose:** To present research about biomedical sciences and host a graduate school/research opportunity fair. The event will be open to CCCD students, faculty, staff, administrators, and the public. Volunteer speakers will present research about biomedical sciences.

**Cost/Purpose/Funding Source:** NTE \$500 for materials, supplies, rentals, refreshments, entertainment, speakers, promotional items, prizes, opportunity drawing items, miscellaneous related expenses; to be paid from sponsor, ASOCC, and club funds.

#### **High School Counselors' Breakfast**

**Date:** November 12, 2010

**Department:** OCC – Counseling & Special Services

**Purpose:** To host a breakfast for counselors from feeder high schools to aid in outreach and recruitment efforts.

**Cost/Purpose/Funding Source:** NTE \$1,000 for food and related expenses; to be paid from ASOCC funds.

#### **Meetings and Events**

**Dates:** 2010 - 2011 Academic Year

**Department:** OCC – Counseling & Special Services Division

**Purpose:** Puente program to coordinate and attend a variety of student and mentor events, including, but not limited to, Puente College Night, Holiday Potluck, Puente Matriculation dinner, student/mentor dinner and performance attendance, campus-wide guest speaker, the annual Puente banquet.

**Cost/Purpose/Funding Source:** NTE: \$8,500; to include food and service, sixty theater performance tickets, guest speaker, restaurant for annual Puente banquet, journals, book gift certificates, sashes for transfer students, and gifts for mentors; to be paid by UC Regents of California and/or ASOCC funds

#### **Meeting and Events**

**Dates:** October 7, 2010 through December 31, 2011

**Department:** OCC - Sailing Center

**Purpose:** To distribute information to staff and host special activities at the sailing center and aboard sailing center vessels, with and without student attendance, including but not limited to department workshops, boat maintenance and orientation trips and Industry Advisory Committee meetings.

**Cost/Purpose/Funding Source:** NTE \$7,500; to include food and other related event expenses; to be paid from Sailing Center funds.

#### **Training, Meetings and Seminars**

**Dates:** October 7, 2010 through June 30, 2011

**Department:** OCC – Sailing Center

**Purpose:** Sailing Center to host instructor training, meetings and seminars for sail, powerboat and professional mariner instructors for the purpose of providing current instructors with advanced learning opportunities to improve programs for students. Training to include US SAILING seminars as well as training by in-house instructors.

**Cost/Purpose/Funding Source:** NTE \$3,000; to cover meals and related event expenses; to be paid from Sailing Center Funds.

**OCC Jazz Ensembles Tribute Concert**

**Date:** October 9, 2010

**Department:** OCC - Visual & Performing Arts

**Purpose:** Tribute concert in honor of Charles "Doc" Rutherford, a former faculty member at OCC. Concert free and open to the public.

**Cost/Purpose/Funding Source:** NTE \$1,500; to cover event-related expenses; to be paid from ASOCC funds.

**Meal Cards/Tickets Program Event for OCC EOPS/MAPS (Foster Youth)**

**Dates:** 2010 - 2011 Academic Year.

**Department:** OCC – EOPS, CARE, and MAPS

**Purpose:** To provide meal cards/tickets to EOPS/MAPS students through OCC Food Services and Starbucks Coffee.

**Cost/Funding Source:** Expenses NTE \$5,500; for food and related expenses to be paid from EOPS/MAPS funds.

**Prepaid Gas Cards for OCC EOPS/MAPS (Foster Youth)**

**Dates:** 2010 - 2011 Academic Year.

**Department:** OCC – EOPS, CARE, and MAPS

**Purpose:** To provide transportation assistance to EOPS/MAPS students.

**Cost/Funding Source:** Expenses NTE \$1050; to be paid from EOPS/MAPS funds.

**ASOCC Leadership Conference**

**Date:** October 8, 2010

**Department:** OCC – EOPS and CARE

**Purpose:** Sponsorship for thirty (30) EOPS/CARE students to attend the 2010 -11 ASOCC Leadership Conference in Pomona, California.

**Cost/Purpose/Funding Source:** NTE \$600; to include registration and related conference expenses; to be paid from EOPS/CARE funds.

**"Unique Art & Architecture Around the World" Aids Benefit**

**Date:** November 12, 2010

**Department:** OCC - Foundation and Visual and Performing Arts

**Purpose:** To host an AIDS benefit and raise scholarship funds.

**Cost/Purpose/Funding Source:** NTE \$750; to be paid by proceeds of ticket sales.

**Pat and Phyllis Memorial Golf Tournament**

**Date:** November 8, 2010

**Department:** OCC - Foundation and Physical Education & Athletics

**Purpose:** To raise funds for Orange Coast College Baseball

**Cost/Purpose/Funding Source:** NTE \$25,000; to be paid from event proceeds

**Women's Basketball Team Fundraising Dinner**

**Date:** November 16, 2010

**Department:** OCC - Foundation and Physical Education & Athletics

**Purpose:** To provide information about and raise funds for OCC Women's Basketball team.

**Cost/Purpose/Funding Source:** NTE \$3,000; to be paid from event proceeds

**Puente Student-Mentor Social**

**Date:** October 2010

**Department:** OCC – Counseling & Special Services

**Purpose:** Orange Coast College Puente program to coordinate and attend the Puente Student-Mentor Social at Martinez Bookstore in Santa Ana, CA. Guests will include thirty-two students currently participating in the Puente program, the students' parents, Puente mentors, and OCC administrators.

**Cost/Purpose/Funding Source:** NTE \$1,000; for food and related expenses; to be paid by UC Regents of California and/or ASOCC funds.

**OCC Science Night**

**Date:** October 22, 2010

**Department:** OCC - TEACH3 Service Learning

**Purpose:** To motivate our students and promote community awareness of higher education.

**Cost/Purpose/Funding Source:** Expenses dependent on number of participants; to be paid from Ancillary, General and Foundation funds.

**7<sup>th</sup> Annual Bill Alvarez Memorial Wheelchair Rugby Exhibition**

**Date:** October 16, 2010

**Department:** OCC – ASOCC – Spirit of Ability Club

**Purpose:** To raise funds for the Spirit of Ability Scholarship and Bill Alvarez Memorial Scholarship. The event will be held in the OCC Gym and open to the public. There is a suggested donation of \$ 5 to attend. A club advisor will be present during the entire event.

**Cost/Purpose/Funding Source:** NTE \$300; to be paid from club funds.

**REVISION TO PREVIOUS BOARD ACTION**

**Focus Day**

**Date:** September 10, 2010

**Department:** OCC – President's Office

**Purpose:** To welcome faculty to the fall semester to provide updates to staff and faculty.

**Cost/Purpose/Funding Source:** *Revised expenses NTE \$4,000 to include food, supplies; to be paid from Foundation and Staff Development funds. (Original NTE amount \$400, approved on 8/19/10 Board.)*

**Ron English Fall 2010 Exhibition Receptions**

**Dates:** November 10 and 13, 2010. *Revised dates are November 10 and 12, 2010.*

**Department:** OCC - Visual and Performing Arts

**Purpose:** Artists reception, open to students and public.

**Cost/Purpose/Funding Source:** NTE \$1,500; to be paid from Co-Curricular and ASOCC funds.  
*(Original dates approved on 7/21/10 Board.)*

## **7. Authorization to Apply for Funded Programs**

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<b>Subject</b>	<b>7.01 Authorization to Apply for Funded Programs</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	7. Authorization to Apply for Funded Programs
Access	Public
Type	Consent

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

Golden West College has received funding from the Santa Monica Community College District/Santa Monica College United States Department of Labor, Employment and Training Administration grant titled “**DOL Grant – California Works Alliance: Jobs through Recycling and Resource Management**”. The purpose of this grant is to expand the educational and career ladder opportunities in high growth recycling and resource management industry. The collaborative will create state-approved curriculum in year one of the grant, and instruct the related classes in years two and three. The Workforce Investment Boards (WIBs) will recruit, provide the wrap-around services, and seek internships and jobs for the graduates of the programs.

**Fiscal Impact:** Golden West College will receive \$530,000 over three years. Year 1 = \$146,990; Year 2 = \$189,582; and Year 3 = \$193,428. The three year term of the grant goes from July 1, 2010 through June 30, 2013. The fiscal years are Year 1 – 07/01/2010-06/30/2011; Year 2 – 07/01/2011-06/30/2012; and Year 3 – 07/01/2012-06/30-2013.

## **8. Authorization to Enter Into Standard Telecourse Agreements**

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<b>Subject</b>	<b>8.01 CCC- Authorization to Enter Into Standard Telecourse Agreements</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	8. Authorization to Enter Into Standard Telecourse Agreements
Access	Public
Type	Consent

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

CYCLES OF LIFE: EXPLORING BIOLOGY

East Central College (MO)

Term of Agreement: August 1, 2008 – December 31, 2010

PSYCHOLOGY: THE HUMAN EXPERIENCE

Wichita State University (KS)

Term of Agreement: June 1, 2010 – May 31, 2013

(See Attachment # 17)

**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.

File Attachments

[Telecourses.pdf \(74 KB\)](#)

### **Agenda Item Details**

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Meeting Oct 06, 2010 - Regular Meeting  
Category 9. Approval of Clinical Contracts  
Subject 9.01 OCC - Clinical Contracts  
Access Public  
Type Consent

**After review by District's General Counsel, and the College President, it is recommended by the Chancellor that authorization be given to enter into an amendment with the following institutions in connection with the Respiratory Care program which is 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.)**

### **RENEWAL**

Sharp HealthCare Non-Standard Clinical Affiliation Agreement (See Attachment # 16)  
San Diego, CA  
Term: October 7, 2010 to March 31, 2014  
Compensation: None

### **NEW**

Westminster School District Standard Educational Entity Clinical Affiliation Agreement  
Westminster, CA  
Term: September 16, 2010 to September 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.

## **10. Approval of Standard Agreements**

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<b>Subject</b>	<b>10.01 DIS - Standard Agreements</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	10. Approval of Standard Agreements
Access	Public
Type	Action

### **Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2011 Short-term Study Abroad Program in London, England**

After review by the Dean of Consumer and Health Sciences and the President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in London, England Study Abroad Program during summer 2011. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Erin Bianchi, Orange Coast College, will serve as faculty. Authorization to conduct the summer in London, England Study Abroad Program was given on August 18, 2010. It is recommended that the Chancellor or the Vice Chancellor, Administrative Services and the Interim Vice-Chancellor, Educational Services and Technology be authorized to sign the agreement.

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

### **Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2011 Short-term Study Abroad Program in Madrid, Spain.**

After review by the Dean of Literature and Language and the President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in Madrid, Spain Study Abroad Program during summer 2011. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Jeff Brown, Orange Coast College, will serve as faculty. Authorization to conduct the summer in Madrid, Spain Study Abroad Program was given on May 19, 2010. It is recommended that the Chancellor or the Vice Chancellor, Administrative Services and the Interim Vice Chancellor, Educational Services and Technology be authorized to sign the agreement.

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

### **Authorization for Orange Coast College to Enter into a Standard Agreement with ACCENT Travel Contractor for a Summer 2011 Short-term Study Abroad Program in Paris, France.**

After review by the Dean of Literature and Languages and the President of Orange Coast College, it is recommended by the Chancellor that authorization be given to enter into a standard travel contractor agreement to conduct a summer in Paris, France Study Abroad Program during summer 2011. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs Abroad). Travel

contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Lia Raileanu, Orange Coast College, will serve as faculty. Authorization to conduct the summer in Paris, France Study Abroad Program was given on May 19, 2010. It is recommended that the Chancellor or the Vice Chancellor, Administrative Services and the Interim Vice Chancellor, Educational Services and Technology be authorized to sign the agreement.

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

**Subject**            **10.02 CCC - Standard Agreements**  
**Meeting**            Oct 6, 2010 - Regular Meeting  
**Category**           10. Approval of Standard Agreements  
**Access**             Public  
**Type**                Consent

**Approve a New Standard Subcontract Amendment between the Coast Community College District and Academic Institutions who Provide Services in Support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE) Program.**

**1. Background:** In September 2009, Central Texas College was awarded the Navy College Program for Afloat Education (NCPACE) contract ("prime contract") with the Navy. The NCPACE Distance Learning program provides CD-ROM courses to sailors aboard ships deployed around the globe and Coastline serves as the prime subcontractor to CTC to oversee NCPACE-DL. As prime subcontractor, Coastline manages a Consortium of "partner" colleges that offer 150 different courses ranging from lower level undergraduate courses to graduate courses. In August 2010, Central Texas College received official notification from the Navy exercising its option to extend the term of the prime contract through September 30, 2011, and is extending Coastline's subcontract agreement; therefore, Coastline is extending its partner college subcontracts through September 30, 2011. (See Attachment # 11)

**2. Goal/Purpose:** Standardize NCPACE Subcontract Amendment with Academic Institutions who provide services in support of the NCPACE Contract.

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the New Standard Subcontract Amendment between the Coast Community College District and Academic Institutions who provide services in support of the subcontract agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE) Program. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees.

**5. Fiscal Review and Impact:** None

**Approve District Standard Scope of Work #2010-27 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 College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-27 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the design, development, delivery and evaluation of a new two-day workshop for Chevron's SRU Project Team. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** \$18,000 income, payable in five equal payments upon completion of project deliverables.

**Approve Agreement between the City of Costa Mesa and the Coast Community College District to Provide Bilingual Certification Assessment Services.**

**1. Background:** Since 1998, Coastline's Contract Education Department has been providing the City of Costa Mesa with bilingual assessment services to certify employees as bilingual in Spanish and/or Vietnamese. In 2007, American Sign Language (ASL) was added to the list of certification exams available. Designated City employees are orally tested and are evaluated on their ability to be understood in Spanish, Vietnamese and/or ASL by a native speaker/signer, understand spoken Spanish, Vietnamese and/or ASL as spoken/signed by a native speaker/signer, and their knowledge of specific terminology used in the course of completing their assigned duties. The results of these exams are used by the City to determine bilingual certification pay for employees.

**2. Goal/Purpose:** Provide a service to City of Costa Mesa.

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the City of Costa Mesa and the Coast Community College District to provide bilingual certification assessment services to City of Costa Mesa employees. The term of this Agreement shall be from October 7, 2010 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**5. Fiscal Review and Impact:** Gross income of \$140 per administered test.

**Military Subcontractor- Standard Amendment to Military Subcontract Agreements (NCPACE)**

Subcontractor Name: Dallas County Community College District, Dallas Telecollege.

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE).

Initial Payment Schedule/Compensation: Undergraduate courses: \$149/semester hour.

Amended Payment Schedule/Compensation: Undergraduate courses: \$153/semester hour.

Initial Term of Agreement: October 1, 2009 – September 30, 2010

Amended Term of Agreement: October 1, 2010 – September 30, 2011

Source of Funding: Contract Education Revenue

Subcontractor Name: ECPI College of Technology

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE).

Initial Payment Schedule/Compensation: Undergraduate courses: \$220.75/semester hour.

Amended Payment Schedule/Compensation: Undergraduate courses: \$227.37/semester hour.

Initial Term of Agreement: October 1, 2009 – September 30, 2010

Amended Term of Agreement: October 1, 2010 – September 30, 2011

Source of Funding: Contract Education Revenue

Subcontractor Name: Governors State University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE).

Initial Payment Schedule/Compensation: Undergraduate courses: \$216.34/semester hour.

Amended Payment Schedule/Compensation: Undergraduate courses: \$222.83/semester hour.

Initial Term of Agreement: October 1, 2009 – September 30, 2010

Amended Term of Agreement: October 1, 2010 – September 30, 2011

Source of Funding: Contract Education Revenue

Subcontractor Name: Old Dominion University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE).

Initial Payment Schedule/Compensation: Undergraduate courses: \$203/semester hour; Graduate courses: \$397/semester hour.

Amended Payment Schedule/Compensation: Undergraduate courses: \$209/semester hour; Graduate courses: \$409/semester hour.

Initial Term of Agreement: October 1, 2009 – September 30, 2010

Amended Term of Agreement: October 1, 2010 – September 30, 2011

Source of Funding: Contract Education Revenue

Subcontractor Name: Saint Leo University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE).

Initial Payment Schedule/Compensation: Undergraduate courses: \$155.39/semester hour; Graduate courses: \$350/semester hour.

Amended Payment Schedule/Compensation: Undergraduate courses: \$160.05/semester hour; Graduate courses: \$360.50/semester hour.

Initial Term of Agreement: October 1, 2009 – September 30, 2010

Amended Term of Agreement: October 1, 2010 – September 30, 2011

Source of Funding: Contract Education Revenue

Subcontractor Name: Thomas Edison State College

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE).

Initial Payment Schedule/Compensation: Undergraduate courses: \$184.32/semester hour.

Amended Payment Schedule/Compensation: Undergraduate courses: \$189.85/semester hour.

Initial Term of Agreement: October 1, 2009 – September 30, 2010

Amended Term of Agreement: October 1, 2010 – September 30, 2011

Source of Funding: Contract Education Revenue

Subcontractor Name: The Board of Regent for the University of Oklahoma by and through University Outreach/College of Continuing Education's Center for Independent and Distance Learning

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE).

Initial Payment Schedule/Compensation: Undergraduate courses: \$220.75/semester hour; Graduate courses: \$275.94/semester hour.

Amended Payment Schedule/Compensation: Undergraduate courses: \$227.37/semester hour; Graduate courses: \$284.22/semester hour.

Initial Term of Agreement: October 1, 2009 – September 30, 2010

Amended Term of Agreement: October 1, 2010 – September 30, 2011

Source of Funding: Contract Education Revenue

Subcontractor Name: Vincennes University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE).

Initial Payment Schedule/Compensation: Undergraduate courses: \$135.76/semester hour.

Amended Schedule/Compensation: Undergraduate courses: \$139.83/semester hour.

Initial Term of Agreement: October 1, 2009 – September 30, 2010

Amended Term of Agreement: October 1, 2010 – September 30, 2011

Source of Funding: Contract Education Revenue



**Subject** 10.03 OCC - Standard Agreements  
**Meeting** Oct 6, 2010 - Regular Meeting  
**Category** 10. Approval of Standard Agreements  
**Access** Public  
**Type** Consent

**Approve Standard Agreement between Stonegate Child Development Center and the Coast Community College District for the purpose of providing child care assistance for eligible Orange Coast College CalWORKs student**

**Background:** According to State Budget Act, *"Funds utilized for subsidized child care shall be for children of CalWORKs recipients through campus-based centers or parental choice vouchers at rates and with rules consistent with those applied to related programs operated by the State Department of Education in the 2009-2010 fiscal year, including eligibility, reimbursement rates, and parental contribution scheduled. Subsidized campus child care for CalWORKs recipients may be provided during the period they are engaged in qualifying state and federal work activities through attainment of their initial education and training plan and for up to three months thereafter or until the end of the academic year, whichever period of time is greater."* Also, child care is a critical component to ensuring the success of CalWORKs students while they are enrolled in the community college and participating in work activities. CalWORKs students must have child care that meets their individual needs including providing services to children of various ages and providing child care during weekends and evenings if needed. Campus CalWORKs child care funds are dedicated for emergency, transitional, or other needs as identified by the program.

**Goal/Purpose:** Provide child care assistance for a period of activity in which the County of Orange Social Services Agency has yet to contract for the fall 2010 semester (transitional assistance) to ensure student is able to attend her full time coursework, as well as her other required welfare-to-work activities.

**Comments:** Reviewed by Risk Services

**Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between Stonegate Child Development Center and the Coast Community College District for the purpose of providing child care assistance for qualifying child of CalWORKs eligible student. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 14)

**Fiscal Impact:** Orange Coast College to fund \$2,108.00 from CalWORKs Budget #124030-254604-7601-641000.

**File Attachments**

[Stonegate Contract.pdf \(80 KB\)](#)

## **11. Authorization for Purchase of Institutional Memberships**

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<b>Subject</b>	<b>11.01 GWC - Institutional Memberships</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	11. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

Name and Acronym: California Organization of Associate Degree Nursing Programs-South (ADN)

Term of Membership: July 2, 2010 – June 30, 2011

Cost: \$100

Purpose: Allows access to network statewide with other ADN programs, meet with Directors, program updates, resource materials, and conferences.

<b>Subject</b>	<b>11.02 CCC – Institutional Memberships</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	11. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

### **Renewal**

Name and Acronym: National Association for Foreign Student Affairs: Association of International Educators (NAFSA)

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

Cost: \$360

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

**Subject**            **11.03 OCC - Institutional Memberships**  
**Meeting**            Oct 6, 2010 - Regular Meeting  
**Category**           11. Authorization for Purchase of Institutional Memberships  
**Access**             Public  
**Type**                Consent

**Name and Acronym:** California Community College Student Affairs  
Association (CCCSAA)

**Term of Membership:** 2010 - 2011

**Cost:** \$75

**Purpose:** Membership provides a means to stay current in best practices,  
procedures, and policies pertinent to student leadership and development  
in California Community Colleges.

**Subject**            **11.04 DIS - Institutional Memberships**  
**Meeting**            Oct 6, 2010 - Regular Meeting  
**Category**           11. Authorization for Purchase of Institutional Memberships  
**Access**             Public  
**Type**                Consent

**Coastline Community College**

**Name and Acronym:** American Association of Community Colleges (AACC)  
**Term of Membership:** January 1 – December 31, 2011  
**Cost:** \$10,180.00 (includes \$1,500 Nursing/Allied Health Fee and \$50 Presidents' Academy Fee in addition to base dues of \$8,630.00)  
**Purpose:** This national organization serves as the college's link with the national movement of community colleges through various committees, services and lobbying efforts.

**Golden West College**

**Name and Acronym:** American Association of Community Colleges (AACC)  
**Term of Membership:** January 1 – December 31, 2011  
**Cost:** \$13,760 (includes \$1,500 Nursing/Allied Health Fee and \$50 Presidents' Academy Fee in addition to base dues of \$12,210)  
**Purpose:** This national organization serves as the college's link with the national movement of community colleges through various committees, services and lobbying efforts.

**Orange Coast College**

**Name and Acronym:** American Association of Community Colleges (AACC)  
**Term of Membership:** January 1 – December 31, 2011  
**Cost:** \$16,540 (includes \$1,500 Nursing/Allied Health Fee and \$50 Presidents' Academy Fee in addition to base dues of \$14,990)  
**Purpose:** This national organization serves as the college's link with the national movement of community colleges through various committees, services and lobbying efforts.

## **12. Authorization for Off-Campus Assignments**

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**Subject**            **12.01 CCC - Off-Campus Assignments**  
**Meeting**           **Oct 6, 2010 - Regular Meeting**  
**Category**          **12. Authorization for Off-Campus Assignments**  
**Access**            **Public**  
**Type**               **Consent**

Person's Name: Diana Ramon

Position: Administrative Secretary

Campus: Coastline College

Term: August 2010-July 2011

Organization involved: California Board of Governors Consultation Council/California Community Colleges Chancellor's Office

Meetings are scheduled monthly and are primarily held in Sacramento and occasionally in San Francisco, Pasadena, Anaheim and Costa Mesa

All costs are paid for through the California Federation of Teachers

The Consultation Council is chaired by the state chancellor and meets once per month to review and evaluate new policy proposals necessitated either by legal requirements or local need, appoint task groups to develop new policy proposals, review and provide advice on policy issues currently in development, and review and provide advice on the work of standing committees developing annual system proposals, such as the budget and legislative programs.

This formal consultation process allows the entire community college system to advise the chancellor who makes recommendations to the board on matters of policy. The purpose of the consultation process is to strengthen a system of communications, policy development, and review to ensure the quality and effectiveness of college operations and programs.

**Subject**            **12.02 GWC - Off-Campus Assignments**  
**Meeting**            Oct 6, 2010 - Regular Meeting  
**Category**           12. Authorization for Off-Campus Assignments  
**Access**             Public  
**Type**                Consent

**Name:** Ron Lowenberg  
**Title:** Dean and Director Criminal Justice Training Center  
**Organization:** Police Officers Standards and Training – POST  
**Assignment:** POST Commissioner  
**Term:** September 1, 2010 – August 31, 2013

### **13. Authorization for Community Activities**

**Subject**           **13.01 OCC - Community Activities**  
**Meeting**           Oct 6, 2010 - Regular Meeting  
**Category**          13. Authorization for Community Activities  
**Access**           Public  
**Type**             Consent

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of October 7, 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.

#### **INDEPENDENT CONTRACTORS**

**IC Name:** Empowered Transitions

**Services:** Presenter for the WOMEN IN TRANSITION RETREAT, Fee: \$70, plus \$5 materials fee, 4 hours.

**Payment Schedule/Compensation:** Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

**Terms of Agreement:** October 7, 2010 - June 30, 2011

**Source of Funding:** Community Education registration fees.

**IC Name:** Empowered Transitions

**Services:** Presenter for the WOMEN IN TRANSITION - 3 PART SERIES, Fee: \$150, 7.5 hours.

**Payment Schedule/Compensation:** Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

**Terms of Agreement:** October 7, 2010 - June 30, 2011

**Source of Funding:** Community Education registration fees.

#### **REVISION TO PREVIOUS BOARD ACTION**

**IC Name:** Elizabeth Dion

**Services:** Presenter for the MAKE UP ARTIST CERTIFICATION class, Fee: \$350, 18 hours.

**Payment Schedule/Compensation:** Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

**Terms of Agreement:** February 18, 2010 - June 30, 2011

**Source of Funding:** Community Education registration fees.

*Original contract amount is \$5,000 to be revised to \$35,000.00*

*(Prior Board approval 2/17/10)*

## **14. Authorization for Sailing Program**

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**Subject**           **14.01 OCC - Sailing Program**  
**Meeting**           Oct 6, 2010 - Regular Meeting  
**Category**          14. Authorization for Sailing Program  
**Access**           Public  
**Type**              Consent

**The following non-credit classes will be offered by the Marine Programs Office during the period of Sept 16, 2010 – June 30, 2011. 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.**

### **PROFESSIONAL EXPERT**

**Employee:** David Lee

**Professional Services:** To perform specialized marine maintenance including installation and configuration of marine electronics aboard OCC vessels

**Schedule:** To be determined based on program needs.

**Rate:** \$40.00 per hour, NTE \$3,000.

**Funding Source:** Sailing Center funds.

**Contract Dates:** Work to be performed between September 16, 2010 and June 30, 2011.

### **REVISION TO PREVIOUS BOARD ACTION**

#### **2010 ALASKA EAGLE VOYAGES**

Leg 1, Newport Beach to Easter Island, Fee: tba, 24 days, Oct 30-Nov 23, 2010

Leg 2, Easter Island to Puerto Montt, Chile, Fee: tba, 19 days, Nov 24-Dec 12, 2010

Leg 3, Puerto Montt, Ushuaia, Argentina, Fee: tba, 23 days, Dec 19, 2010-Jan 11, 2011

*Revision - ADD PRESENTER: Lydia Bird (F)*

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 Aug 18, 2010)

#### **LIDO 14 CLASSES**

AT-RISK CHILDREN'S BOATING SAFETY PROGRAM, No fee to participants. Funded by a grant from State of California, Department of Boating and Waterways. 14 to 20 hours.

BEGINNING SAILING, Fee \$139, 20 hours.

INTERMEDIATE LIDO, Fee \$145, 18 hours

PARENT AND CHILD SAILING LESSONS, Fee: \$55, 8 hours

PRIVATE LESSONS LIDO, Fee \$180, 3 hours

OCC SA CHECK-OUT, Fee \$100, 2 hours

AFTER SCHOOL SAILING, Fee: \$99; 10 hours

HOLIDAYSAILING CAMPS FOR KIDS, Fee: \$175, 20 hours.

*Revision - ADD PRESENTER: Robert Jones(F) (prior approval June 16, 2010)*

HARBOR 20 CLASSES

LEARN TO SAIL ON A HARBOR 20, Fee: \$355, 12 hours

HARBOR 20 FAMILY SAILING, Fee: 1075, 12 hours – family of 4

*Revision - ADD PRESENTER: Robert Jones(F) (prior approval June 16, 2010)*

SHIELDS CLASSES

LEARN TO SAIL ON A SHIELDS, Fee \$355, 12 hours

PRIVATE LESSONS SHIELDS, Fee \$200, 3 hours

OCC SA CHECK-OUT, Fee \$100, 2.5 hours

SHIELDS I, Fee \$160 20 hours

SHIELDS II, Fee \$165 18 hours

SHIELDS III WITH SPINNAKER, Fee \$170, 18 hours

TEAM BUILDING REGATTAS, Fee: \$150 per person, 4 hours.

US SAILING BASIC KEELBOAT CERTIFICATION COURSE, Fee: \$550.00, 39 hours

US SAILING BASIC KEELBOAT CERTIFICATION CLASS, Fee: \$320.00, 14 hours.

SHIELDS RACING CLASS, Fee: \$125, 10.5 hours

WOMEN'S KEELBOAT, Fee: \$355, 12 hours

*Revision - ADD PRESENTER: Robert Jones(F) (prior approval June 16, 2010)*

## 15. Personnel Items

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<b>Subject</b>	<b>15.01 DIS - Personnel Items</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	15. Personnel Items
Access	Public
Type	Consent

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

### File Attachments

[BD Personnel Report.pdf \(32 KB\)](#)

## PERSONNEL ITEMS

### a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations

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

#### Faculty

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
McGarvey, Sean	GWC	Energy Management Facilitator	Resign	10/01/10

### b. Authorization for Contract Amendments Based upon Horizontal Salary Moves

The following faculty members have completed requirements for horizontal salary moves in accordance with Board policies and procedures. It is recommended that revised appointments reflecting their new placement be authorized for the 2010-11 school year:

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>	<u>To Col/Step</u>
Chambliss, Tasha	GWC	III 10	IV 11
Hoang, Antony	GWC	IV 11	V 12
Iacopetti, Anthony	OCC	IV 06	V 07
Kelly, Marilyn	OCC	II 12	III 13
Monahan, Georgie	OCC	III 13	IV 13
Stewart, Cheryl	CCC	IV 14	V 15
Tom, Eileen	OCC	II 08	III 09

### c. Authorization for Changes in Salary Schedules

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

<u>Classification</u>	<u>Range</u>	<u>Changes</u>
<u>Classified</u>		
Staff Assistant-Special Projects Chancellor's Wing	E-52	Add to schedule effective 10/07/10

### d. 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>	<u>To</u>	<u>Effective Date</u>
Barcenas, Leonor	OCC	Custodian E-38	Graveyard diff 7.5%	Swing diff 5%	09/07/10

#### Temporary Schedule Change

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Duenas, Yolanda	GWC	Inst Assoc-Counsel&Guide	100%	80%	10/07/10
Ngo, Michelle	GWC	Staff Assistant	100%	80%	09/16/10

#### Extension of Temporary Schedule Change

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Extend end date</u>
Bernard, Becky	OCC	Secretary	62.5%	100%	10/15/10 to 10/20/10

#### **e. Authorization for Professional Experts**

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

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

Jaramillo, Eli R., GWC, to coordinate WIB/ARRA Automotive Service Technician Training Program, for the period 10/07/10 to 09/30/11, to be paid at \$100.00 per unit, 9.391 units per week for 46 weeks, 12 equal payments of \$3,600.00, total compensation to be \$43,200.00.

Leighton, John F., CCC, to research, develop, write and edit grant proposals for the Planning and Development Department, for the period 10/10/10 to 01/09/11, to be paid by timecard at \$100.00 per unit, 10 units per week for 12 weeks, compensation to be \$12,000.00.

Padilla II, Oscar R., CCC, to serve as a workshop facilitator and to provide business counsel/strategic consultation in the areas of marketing, business plan development, certification, finance and procurement to new and existing businesses, for the period 10/07/10 to 01/06/11, to be paid by timecard at \$100.00 per unit, 17 units per week for 10 weeks, compensation to be \$17,000.00.

Satow, Jingfang, DIST, to provide assistance in the International Student Dual Admission Program, for the period 10/07/10 to 01/31/11, to be paid at \$100.00 per unit, 7.693 units per week for 13 weeks, compensation to be \$10,000.00.

#### Other Professional Experts

Bucklew, Erin, OCC, to provide Social Work services for OCC students at the Student Health Center, for the period 09/02/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 0.975 units per week for 41 weeks, compensation to be \$4,000.00.

Deatherage, Velvet A., CCC, to provide military-related photographic opportunities, for the period 10/07/10 to 06/30/11, to be paid by timecard at \$10.00 per unit, 3.75 units per week for 40 weeks, compensation to be \$1,500.00.

Huntoon, Walter B., GWC, to serve as Scene Designer for GWC Theater production "Othello," for the period 10/07/10 to 11/12/10, to be paid at \$100.00 per unit, 2.50 units per week for 6 weeks, compensation to be \$1,500.00.

Johnson, Daniel R., GWC, to assist with Water Polo Team, for the period 10/07/10 to 11/30/10, to be paid at \$10.00 per unit, 22.2 units per week for 9 weeks, compensation to be \$2,000.00, paid as lump sum.

Johnston, Christopher M., GWC, to provide consultation and re-design of Foundation donor database, for the period 08/19/10 to 06/30/11, to be paid by timecard at \$10.00 per unit, 9.302 units per week for 43 weeks, compensation to be \$4,000.00.

LaBounty, Jennifer, OCC, to serve as Workshop Presenter, for the period 09/07/10 to 05/30/11, to be paid by timecard at \$10.00 per unit, 6 units per week for 10 weeks, compensation to be \$600.00.

Mielke, Tammy M., CCC, to serve as the High School Coordinator for the Banking for Credits College Program through the Le-Jao Center, for the period 10/07/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 0.625 units per week for 32 weeks, compensation to be \$2,000.00.

Ooten, Cheryl, OCC, to serve as Workshop Presenter, for the period 09/08/10 to 05/20/11, to be paid by

timecard at \$100.00 per unit, 4 units per week for 10 weeks, compensation to be \$400.00.

Ruzzi, Nicholas A., DIST, to implement and further evaluate a hands-on project for a high school classroom in partnership with CCC's Digital Media Arts program, as part of the SB70/SB1133 CTE Community Collaborative Year Two Grant, for the period 10/07/10 to 12/31/10, to be paid by timecard at \$100.00 per unit, 1.25 units per week for 12 weeks, compensation to be \$1,500.00.

South, Jeri, DIST, to conduct license renewal courses, evaluation and recertification, for bus drivers, for the period 07/01/10 to 06/30/11, to be paid by timecard at \$10.00 per unit, 6 units per week for 50 weeks, compensation to be \$3,000.00.

Viestra, Donald W., CCC, to create digital graphic designs for various projects throughout Instructional Systems Development, including new publication production and marketing campaigns, for the period 10/10/10 to 01/09/11, to be paid by timecard at \$100.00 per unit, 5 units per week for 11 weeks, compensation to be \$5,500.00.

The following DIST Professional Experts to serve as liaisons between middle school site and college and to develop/implement program for integrating career exploration activities into middle school as part of the SB70/SB1133 CTE Community Collaborative Middle School Program, for the period 10/07/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 0.27 units per week for 38 weeks, compensation to be \$1,000.00:

Cameron, Scott W.  
Cho, Esther S.  
Derbish, Michael E.  
Hardison, Terrillynn  
Hoang, Tu A.  
Keledjian, Jamie L.  
Logan, Sandra M.  
Nagel, Erin C.  
Pham, Debra  
Reddingius Tintorer, Jodie B.  
Roberts, Diane W.  
Rybaczky, Laurie F.  
Swanson, Michele D.  
Vu, Joanne T.  
Washington, Jacqueline M.  
Whitman, Dayna M.

The following CCC Professional Experts to serve as High School Coordinators for the Banking for Credits College Program through the Le-Jao Center, for the period 10/07/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 0.0625 units per week for 32 weeks, compensation to be \$200.00:

Minardo, Ronald  
Nguyen, Grace C.  
Peck, Julie M.

The following CCC Professional Experts to serve as High School Coordinators for the Banking for Credits College Program through the Le-Jao Center, for the period 10/07/10 to 06/30/11, to be paid by timecard at \$10.00 per unit, 1.875 units per week for 32 weeks, compensation to be \$600.00:

Garcia, Edith A.  
Miller, Diana L.

The following CCC Professional Experts to serve as High School Coordinators for the Banking for Credits College Program through the Le-Jao Center, for the period 10/07/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 0.1875 units per week for 32 weeks, compensation to be \$600.00:

Brown, Maja F.  
Cadigan, Kathleen

Enz, Erica L.  
Hath, Kathryn  
Wong, Marilyn

Revision to Previous Board Action

Lane, Andrea, GWC, to develop educational plans for CTE Programs to support GWCpathways.com and to conduct workshops to train students and faculty in the use of GWCpathways.com, for the period 08/19/10 to 06/30/11, to be paid by timecard at \$10.00 per unit, 49.958 units per week for 47 weeks, increase compensation from \$6,500.00 to \$21,600.00 due to increased tasks.

**f. Certificated Staff Seniority Number Confirmation**

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

<u>Start Date</u>	<u>Name</u>	<u>Number</u>	<u>Campus</u>
08/31/09	Blake, Elizabeth	1169.04	OCC
08/30/10	Cottrell, Lynne	1172	OCC

## **16. Authorization for Independent Contractors**

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**Subject**            **16.01 GWC - Independent Contractors**  
**Meeting**           **Oct 6, 2010 - Regular Meeting**  
**Category**          **16. Authorization for Independent Contractors**  
**Access**            **Public**  
**Type**               **Consent**

### **\$10,000 AND OVER**

IC Name: Digital Outpost, Inc.

Services: Responsible for Producer/Director services for pre-production, production, and post- production for POST Legal Update 2011.

Payment Schedule/Compensation: \$13,000, half to be paid by November, 2010, and the remainder to be paid by February, 2011.

Term of Agreement: October 7, 2010 – February 1, 2011

Source of Funding: CA Commission on Police Officer Standards and Training (P.O.S.T) funds.

IC Name: Christ, Douglas F.

Services: Responsible for selection of laws and on camera presentation for POST Legal Update 2011.

Payment Schedule/Compensation: \$10,000, half to be paid by November 2010, and the remainder to be paid by February 2011.

Term of Agreement: October 7, 2010 – February 1, 2011

Source of Funding: CA Commission on Police Officer Standards and Training (P.O.S.T) funds

IC Name: Wayne Foster Entertainment

Services: Provide professional entertainment & lighting services at the GWC Gala 2011

Payment Schedule/Compensation: \$15,500, to be paid a \$7,500 deposit by October 31, 2010 and \$7,500 balance due March 1, 2011

Term of Agreement: October 7, 2010 – March 20, 2011

Source of Funding: Foundation funds

### **UNDER \$10,000**

IC Name: JAM Agency

Services: Band Entertainment at Welcome Back Event

Payment Schedule/Compensation: \$250, to be paid by October 7, 2010

Term of Agreement: September 8, 2010

Source of Funding: Associated Students funds

IC Name: Estrada, Robert

Services: DJ Entertainment for Club Rush and Competition Day

Payment Schedule/Compensation: \$300, to be paid by October 7, 2010

Term of Agreement: September 29, 2010

Source of Funding: Associated Students funds

**Subject**           **16.02 CCC – Independent Contractors**  
**Meeting**           Oct 6, 2010 - Regular Meeting  
**Category**          16. Authorization for Independent Contractors  
**Access**            Public  
**Type**              Consent

## **\$10,000 AND OVER**

**IC Name:** Voorhees Group, LLC.

**Services:** Special services for Coastline's Educational Master Plan

**Payment Schedule/Compensation:** NTE \$69,000 in five equal installments based upon completion of each phase and upon receipt of invoice NTE \$13,800 per invoice.

**Term of Agreement:** October 7, 2010 – June 30, 2011

**Source of Funding:** Ancillary funds

**IC Name:** Wilcox, Susan

**Services:** Serving as a video producer for the media components of the Online Introduction to Physical Geology course and textbook editor.

**Payment Schedule/Compensation:** 9 chapters @ \$1,500/chapter; 6 chapter rewrites @ \$2,500/chapter; writing 6 concept checks, summaries and review exercises @ \$250/chapter; total revised contract \$50,097. (Revision is to add textbook duties, increase contract amount by \$30,000 and extend ending date. Prior Board Approval: 7/21/10).

**Term of Agreement:** October 7, 2010 – June 30, 2011

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

**IC Name:** Rakochy, Wendy

**Services:** Serving as video producer for the media components of the Online Introduction to Physical Geology course.

**Payment Schedule/Compensation:** 22 days @ \$231/day; total revised contract \$20,328. (Revision is to increase assignment, total contract amount by \$5,082, and extend ending date. Prior Board Approval: 7/21/10).

**Term of Agreement:** October 7 – June 30, 2011

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

**IC Name:** Oskorus, David

**Services:** Creating animations and programming interactive activities for the new Online Introduction to Physical Geology course.

**Payment Schedule/Compensation:** 16 interactive activities @ \$1,000/each; 2 video animations @ \$2,800/each; total revised contract \$34,200. (Revision is to increase assignment, total contract amount by \$21,600, and extend ending date. Prior Board Approval: 5/19/10)

**Term of Agreement:** October 7, 2010 – June 30, 2011

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

## **UNDER \$10,000**

**IC Name:** Denise Cusano Instructional Design, Inc.

**Services:** Instructional design services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2010-27, SRU Project Team Training Course.

**Payment Schedule/Compensation:** \$8,500 upon completion of project deliverables.

Term of Agreement: October 7, 2010 – June 30, 2011

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

IC Name: Stephenson, Jon

Services: Instructional design services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2010-27, SRU Project Team Training Course.

Payment Schedule/Compensation: \$6,500 upon completion of project deliverables.

Term of Agreement: October 7, 2010 – June 30, 2011

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

IC Name: Huntington Commercial Publications

Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2010-26, Procedures Skill Building.

Payment Schedule/Compensation: (Revision to increase contract amount by \$2,000, resulting in a total amount of \$8,000. Prior Board Approval: 9/1/10)

Term of Agreement: October 7, 2010 – June 30, 2011

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

IC Name: CW Dixon Associates, Inc

Services: Narration of lessons and glossary for the new Online Introduction to Physical Geology course.

Payment Schedule/Compensation: 1 narration @ \$300/narration; 4 glossaries @ \$150/glossary; total revised contract \$2,850. (Revision is to increase assignment, contract amount by \$900, and extend ending date. Prior Board Approval: 5/19/10)

Term of Agreement: October 7, 2010 – June 30, 2011

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

IC Name: Donahue, Jeremy

Services: Creating interactive activities for the Online Introduction to Physical Geology course.

Payment Schedule/Compensation: 16 interactive activities @ \$200/interactive activity; total revised contract \$6,000 (Revision is to increase assignment, contract amount by \$3,200, and extend ending date. Prior Board Approval: 5/19/10)

Term of Agreement: October 7, 2010 – June 30, 2011

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

IC Name: Gardiner, Gregory

Services: Developing and writing sidebars for the Geology textbook; developing and writing lab lessons for the Geology lab and manual.

Payment Schedule/Compensation: 10 sidebars @ \$100/sidebar; 7 lab lessons @ \$460/lesson; total revised contract \$8,020. (Revision is to increase assignment, contract amount by \$4,220, and extend ending date. Prior Board Approval: 5/19/10).

Term of Agreement: October 7, 2010 – June 30, 2011

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

IC Name: Koenig, William

Services: Narration of lessons for the new Online Introduction to Physical Geology course.

Payment Schedule/Compensation: 2 lessons @ \$300/lesson; total revised contract \$1,800 (Revision is to increase assignment, contract amount by \$600, and extend ending date. Prior Board Approval: 5/19/10).

Term of Agreement: October 7, 2010 – June 30, 2011

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

IC Name: Mraz, Joseph

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.

Payment Schedule/Compensation: 2 final online lesson reviews @ \$200/lesson; 2 final textbook reviews @ \$300/review; 1 online production reviews @ \$200; total revised contract \$2,550. (Revision is to increase assignment, contract amount by \$1,200, and extend ending date. Prior Board Approval: 5/19/10).

Term of Agreement: October 7, 2010 – June 30, 2011

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

**Subject**           **16.03 OCC - Independent Contractors**  
**Meeting**           Oct 6, 2010 - Regular Meeting  
**Category**          16. Authorization for Independent Contractors  
**Access**            Public  
**Type**              Consent

**Under \$10,000**

**IC Name:** Aquatech

**Services:** Providing metal fabrication for OCC Sailing's vessels and facility

**Payment Schedule/Compensation:** Total contract amount is \$1,000; to be paid upon submittal of invoice as work is completed.

**Term of Agreement:** October 7, 2010 through June 30, 2011

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

**IC Name:** Grant Marine Surveyors

**Services:** To provide surveys for the purpose of determining donation value for the Sailing Program and OCC Foundation vessels.

**Payment Schedule/Compensation:** Total contract amount is \$2,000; to be paid upon submittal of invoice as work is completed.

**Term of Agreement:** October 7, 2010 through June 30, 2011

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

**IC Name:** Grischow Training & Consulting, LLC

**Services:** For the purpose of serving as facilitator for the ASOCC Leadership Conference.

**Payment Schedule/Compensation:** Total contract amount is \$3,000; to be paid upon submittal of invoice as work is completed.

**Term of Agreement:** September 2, 2010 through December 31, 2010

**Source of Funding:** To be paid from ASOCC funds

**IC Name:** Jaenichon, Claudine

**Services:** To serve as guest lecturer for DMAD students

**Payment Schedule/Compensation:** Total contract amount \$250; to be paid upon completion of lecture, upon receipt of invoice.

**Term of Agreement:** October 7, 2010

**Source of Funding:** To be paid from Yoshida grant

**IC Name:** Mesa Golf Carts

**Services:** Repair and parts for all Electric Carts used for Week End Swap Meet.

**Payment Schedule/Compensation:** Total contract amount \$5,000; to be paid on an as-needed basis for repairs; upon receipt of invoice.

**Term of Agreement:** July 22, 2010 through June 30, 2011

**Source of Funding:** Coast Community College District Enterprises – Swap Meet funds

**IC Name:** OCE North America

**Services:** To repair and service the Architecture Departments OCE Machine

**Payment Schedule/Compensation:** Total contract amount \$405; to be paid on an as-needed basis on approved estimates.

**Term of Agreement:** October 6, 2010 and June 30, 2011

**Source of Funding:** Division and department local and ancillary funds

**IC Name:** Technical Associated Services

**Services:** To repair, service, and calibrate welding program equipment.

**Payment Schedule/Compensation:** Total contract amount \$1,000; to be paid on an as-needed basis on approved estimates.

**Term of Agreement:** October 7, 2010 to June 30, 2011

**Source of Funding:** Division and ancillary funds

#### **\$10,000 and over**

**IC Name:** City Lights Design Alliance

**Services:** Design and project services for the expansion of the OCC School of Sailing and Seamanship

**Payment Schedule/Compensation:** Design service fees charged at an hourly rate of \$95; project service fees charged at \$115 per hour; travel and accommodation expenses to be paid upon receipt of documented expenses; total expense to include fees, travel, and accommodations not to exceed \$15,000.00

**Term of Agreement:** October 7, 2010 through December 31, 2010

**Source of Funding:** Foundation funds

**IC Name:** Exley, Daniel F.

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

**Payment Schedule/Compensation:** Daniel F. Exley to be paid by monthly invoice at the rate of \$100 per hour; total contract amount \$20,000. .

**Terms of Agreement:** October 7, 2010 through June 30, 2011

**Source of Funding:** HIT Consortium Grant

**IC Name:** Griffen, Bruce

**Services:** Providing services as cook aboard Alaska Eagle sailing vessel.

**Payment Schedule/Compensation:** \$80/day, travel expenses including, but not limited to round trip air transportation to meet the vessel. Independent contractor will send an invoice to district based on the agreed-upon price.

**Term of Agreement:** November 1, 2010 through April 30, 2011

**Source of Funding:** To be paid from Foundation funds

**IC Name:** Ware Disposal

**Services:** Deliver five (5) forty-yard metal containers for all trash and recycle material for weekend Swap Meet

**Payment Schedule/Compensation:** \$90 haul per container and a \$25.65 recycling fee per ton, paid on a monthly invoice, NTE \$24,000.

**Term of Agreement:** July 22, 2010 through June 30, 2011

**Source of Funding:** Coast Community College District Enterprises – Swap Meet funds

#### **REVISION**

**IC Name:** Three Stars Portable Toilets

**Services:** Provide portable toilet services for acc Swap Meet 7

**Payment Schedule/Compensation:** Monthly payments upon receipt of invoice; NTE \$8,000 for term of Contract. *Revision to increase contract amount to \$15,000.*

**Term of Agreement:** 2010 - 2011 Fiscal Year

**Source of Funding:** Swap Meet funds

## **17. Authorization for Professional Development Program**

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<b>Subject</b>	<b>17.01 GWC - Professional Development</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	17. Authorization for Professional Development Program
Access	Public
Type	Consent

Pourzanjani, Omid, Dean of CTE, to attend ED458A Dissertation Practicum, required for the Doctoral in Educational Leadership at UCLA, September 15, 2010 – November 17, 2010. Reimbursement of tuition Fees NTE \$1,500 to be paid from Management Professional Development funds.

**Subject**           **17.02 OCC - Professional Development**  
**Meeting**           Oct 6, 2010 - Regular Meeting  
**Category**          17. Authorization for Professional Development Program  
**Access**           Public  
**Type**              Consent

Milunas, Joseph(OCC) (Multimedia Web Programmer) to participate in an online course, Introduction to Teaching with Blackboard 9.1 with Greg Beyrer. Course runs October 18, 2010 through November 19, 2010 to be paid with Information Technology Training funds in the amount of \$55.00.

Sharp, Diana(OCC) (Online Blackboard Administrator) to participate in an online course, Blackboard Learn 9.1 GUI Administrator Certification. Course runs December 2, 2010 through December 22, 2010. Registration fee to be paid with Information Technology Training funds in the amount of \$1000.

Sharp, Diana(OCC) (Online Blackboard Administrator) to participate in an online course, Orientation 9.1: Getting Started with Blackboard - Release 9.1. Course runs November 1, 2010 through November 14, 2010. Registration fee to be paid with Information Technology Training funds in the amount of \$390.

## **18. Authorization for Staff Development**

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**Subject**            **18.01 DIS - Authorization for Staff Development**

**Meeting**            Oct 6, 2010 - Regular Meeting

**Category**           18. Authorization for Staff Development

**Access**             Public

**Type**                Consent

### **OPTION I - TUITION, BOOKS, AND FEES:**

Name	Course/Seminar	Date	Amount
W G Knowles Network & Systems Anal 1 Orange Coast College	Project Risk Management/ Project Management Practicum & Simulation/ UCI	10/21/10 - 11/4/10	\$1,600.00
Nancy Ramirez Staff Development Coordinator Orange Coast College	Foundations of Organizational Leadership/ Self Systems & Leadership Brandman/Chapman University	8/31/10 - 10/22/10	\$3,250.00
Tijai Nguyen Staff Assistant Orange Coast College	Interpersonal Relationships/Practicum: Fieldwork in Counseling/ Pluralism in Education/ University of Redlands	9/13/10 – 12/10/10	\$3,250.00
Coker, Paula Foundation Assistant CCC	ENG 122 English Composition 11 Ashford University	9/21/10-10/25/10	\$1,116.00
Graves, Ashley Military Contract Ed Tech CCC	HIST 10 Hist Early American LBCC	10/18/10-12/19/10	\$213.00
Connie Marten Instr. Asst. LRSCC GWC	MGMT 450.3 Compensation and Reward System	9/13/10 – 11/29/10	\$1,000.00

## **19. Approval of Purchase Orders**

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<b>Subject</b>	<b>19.01 DIS - Purchase Orders</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	19. Approval of Purchase Orders
Access	Public
Type	Consent

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT	
P0321721	Fujifilm Medical Systems USA Inc Lot #3 X-Ray room package rooms 103B & C plus CR Reader. Bid #1981 (GOB) Board Date: 07/21/10	OCC-GB	6411	518,706.00	○
P0321752	Oracle Corp Renewal of Oracle software license and support District-wide. Board Date: 09/21/05	DIS	5638	384,677.97	
P0321861	Digital Networks Group Inc ABC Bldg audio visual equipment Phase 2 (GOB) Board Date: 09/15/10	OCC-GB	6412	378,526.31	
P0321908	Workplace Resource ABC Buildings furniture (GOB) Board Date: 06/16/10	OCC-GB	6411	294,608.02	
P0321755	Fitzpatrick Dental Equipment Co Inc OCC ABC Bldg Dental Lab operatories Lot #1 Dental Lab Room. Bid #1980 (GOB) Board Date: 07/21/10	OCC-GB	6411	187,348.78	
P0321794	ROI Networks Inc Telephone switch upgrade for Coastline. Board Date: 09/01/10	DIS	6402	86,842.81	
P0321906	Dauphin Human Design ABC Bldg classroom furniture (GOB) Board Date: 06/16/10	OCC-GB	6411	75,396.52	○
P0321719	GCI Construction Inc ABC Building sewer lift station repair (GOB)	OCC-GB	6120	70,510.30	
P0321901	Workplace Resource Student Services furniture (GOB) Board Date: 07/21/10	OCC-GB	6411	70,368.49	
P0321897	Cambridge West Partnership LLC 2010/2011 OCC, GWC, CCC Building/Facilities Program Implementation - (Dist Funds) Board Date: 08/18/10	DIS	5899	67,500.00	
P0321896	Keenan & Associates Newport Beach Learning Center Builder's Risk Terrorism coverage (GOB)	DIS	5472	58,403.59	
P0321756	Henry Schein Inc OCC ABC Bldg Lot #2 Dental Instructional Radiology Labs Room 203. Bid 1980 (GOB) 07/21/10	OCC-GB	6411	57,223.14	
P0321844	OCC Food Services Open purchase order for food & supplies for Children's Center	OCC	4313	50,000.00	
P0321827	LRH Consulting Consulting for Tech Prep Dist Grant Implementation. Board Date: 05/19/10	OCC	5899	46,080.00	
P0321761	Walker Electric Inc Transformer T-6 Project (GOB)	OCC-GB	6250	39,670.00	○

P0321900	Workplace Resource Student Svcs furniture (GOB) Board: 07/21/10	OCC-GB	6411	35,348.51
P0321893	Briggs Electric Inc Metering equipment enclosures (GOB)	OCC-GB	5899	30,920.00
P0321850	ROI Networks Inc Project mgmt fees for Coastline telephone switch upgrade. Board Date: 09/01/10	DIS	5899	28,927.50
P0321909	Virco ABC Bldg furniture (GOB) Board: 06/16/10	OCC-GB	4312	27,248.29
P0321754	Cerritos Franchise Inc IC for District Marketing, PR, Foundation & HR graphic design work	DIS	5112	24,000.00
P0321798	Computerland of Silicon Valley 2 year renewal of Adobe software license District-wide	DIS	5638	22,576.50
P0321905	KI ABC Bldg Classroom furniture (GOB) Board Date: 06/16/10	OCC-GB	6411	21,244.24
P0321894	B & P Services Inc Student Health & Business Ed boiler replacement (GOB)	OCC-GB	6250	19,820.00
P0321712	Paton Group 3D printer, software and cleaning station for Vocational Education classes. Board Date: 06/16/10	OCC	6402	19,616.25
P0321803	Dell Higher Education Computer servers for Process Technology Department	CCC	6412	18,801.37
P0321757	Walker Electric Inc Electrical work for Science Bldg (GOB)	OCC-GB	6250	18,561.00
P0321801	SIGMAnet Inc Computer network software license	CCC	5699	15,950.00
P0321795	ROI Networks Inc Telephone software support w/upgrade for Coastline. Board Date: 09/01/10	DIS	5638	15,418.15
P0321898	Meyer Design Inc ABC Bldg Playground Equipment (GOB)	OCC-GB	6120	14,890.12
P0321899	Workplace Resource Student Svcs furniture (GOB) Board: 07/21/10	OCC-GB	4312	14,782.87
P0321799	CDWG Computer routers, support and infrastructure	CCC	4315	14,258.66
P0321828	Calif Design Printing & Marketing OCC International Center advertising	OCC	4321	14,000.00
P0321800	SIGMAnet Inc Computer network hardware and software	CCC	6412	12,702.00
P0321904	Workplace Resource Furniture for new ABC Bldg (GOB) Board Date: 06/16/10	OCC-GB	4312	12,572.49
P0321833	Workplace Resource	GWC	4312	11,656.26

P0321927	Chairs for GWC Criminal Justice Simulator Lab Virco ABC Consumer Science furniture (GOB) Board Date: 06/16/10	OCC-GB	4312	11,606.89
P0321831	Workplace Resource Criminal Justice Simulator Lab tables	GWC	4312	10,572.46
P0321760	Dell Higher Education	OCC-GB	6202	9,798.27
P0321926	TreeCare Arborists	GWC	5899	9,675.00
P0321767	Hobsons Inc	CCC	5899	9,615.00
P0321804	Dell Higher Education	CCC	4315	9,377.46
P0321882	Dell Higher Education	CCC	4315	8,993.75
P0321802	Dell Higher Education	CCC	4315	8,721.75
P0321714	Insight Investments LLC	CCC	4315	8,156.25
P0321779	ACS Education Services Inc	DIS	5899	7,500.00
P0321921	Vital Link OC	DIS	5899	7,400.00
P0321834	Saddleback Materials Co Inc	OCC-GB	6120	7,037.76
P0321849	Smardan Supply Co-Orange Coast	GWC	4312	7,012.04
P0321867	OC Wholesale Flowers	GWC	4312	7,000.00
P0321848	Sea-Clear Pools Inc	GWC	5899	6,981.00
P0321759	Yamada Enterprises	GWC	6256	6,564.00
P0321825	Consolidated Electrical Distributors	OCC	4677	6,500.00
P0321737	Computerland of Silicon Valley	GWC	5638	6,392.34
P0321903	Tangram	OCC-GB	4312	6,311.08
P0321758	Crown Fence Co	OCC-GB	6129	6,245.00
P0321907	Tab Products Co	OCC-GB	4312	6,200.29
P0321920	Vital Link OC	DIS	5899	5,500.00
P0321922	Vital Link OC	DIS	5899	5,500.00
P0321830	Reed Printing Inc	OCC	4321	5,111.25
P0321868	A-Z Wholesale Floral Supply Inc	GWC	4312	5,000.00
P0321869	Shinoda Design Center Inc	GWC	4312	5,000.00
P0321924	Vital Link OC	DIS	5899	5,000.00
P0321791	OCE'	GWC	6412	4,980.75
P0321858	DLT Solutions Inc	DIS	5638	4,551.84
P0321835	Recording for Blind & Dyslexic	GWC	4315	4,224.94
P0321912	Pacific Parking Systems Inc	GWC	5638	4,062.52
P0321782	Jackstin	OCC	5899	4,000.00
P0321923	Vital Link OC	DIS	5899	4,000.00
P0321747	Gardiner, Gregory	CCC	5112	3,800.00
P0321832	Tab Products Co	GWC	4312	3,768.21
P0321774	CPP Inc	OCC	4312	3,723.60
P0321739	Long Beach Marine Institute	OCC	5899	3,700.00
P0321822	Bio-Rad Laboratories Inc	OCC	4312	3,600.00
P0321841	AmericasPrinter.com	GWC	4321	3,262.50
P0321881	Baker & Taylor	GWC	6301	3,223.91
P0321818	Emergency Medical Products Inc	OCC	4312	3,136.84
P0321750	Dermalogica Inc	GWC	4312	3,001.83
P0321726	Galls Inc	GWC	4312	3,000.00
P0321778	Western Graphics Plus	OCC	5850	2,990.00
P0321753	Microsoft Corp	GWC	5638	2,803.58

Purchase Orders

P0321853	Donahue, Jeremy	CCC	5112	2,800.00
P0321916	Computerland of Silicon Valley	OCC	5699	2,501.26
P0321745	Essel Technologies Services Inc	DIS	5653	2,500.00
P0321807	Nebraska Scientific	OCC	4312	2,395.36
P0321716	Sehi Computer Products Inc	CCC	4312	2,281.63
P0321872	Hartley & Assoc	CCC	5899	2,153.25
P0321808	World Point	OCC	4312	2,087.39
P0321783	Vital Link OC	OCC	5899	2,000.00
P0321821	Smart & Final Stores LLC	OCC	4313	2,000.00
P0321864	ALD Security Innovations	CCC	5899	2,000.00
P0321919	Office Depot	OCC	4312	2,000.00
P0321857	Dell Higher Education	CCC	4315	1,994.23
P0321880	Community College League of Calif	GWC	5306	1,985.00
P0321915	Pitney Bowes Inc	GWT	5682	1,974.42
P0321751	Dermalogica Inc	GWC	4312	1,920.32
P0321765	HB Magazine	GWC	5850	1,920.00
P0321876	Galls Inc	OCC	6411	1,846.10
P0321890	OCC Food Services	OCC	4312	1,800.00
P0321771	Thompson Building Materials	OCC	4312	1,675.00
P0321775	NCS Pearson Inc	OCC	4312	1,546.84
P0321796	Xerox Corp	OCC	5682	1,503.00
P0321720	Follett Higher Education Group Inc #1181	GWC	4312	1,500.00
P0321749	KPSS Inc	GWC	4312	1,500.00
P0321826	Prepress Supply Inc	OCC	4312	1,500.00
P0321805	Benner Metals Corp	OCC	4312	1,400.00
P0321792	CDWG	CCC	4315	1,325.63
P0321885	Emergency Medical Products Inc	OCC	4312	1,306.28
P0321732	Computerland of Silicon Valley	CCC	5699	1,288.68
P0321917	CDWG	GWC	6412	1,272.74
P0321886	Emergency Medical Products Inc	OCC	4312	1,269.74
P0321738	Computerland of Silicon Valley	GWC	5638	1,250.63
P0321781	Drew & Associates	OCC	5899	1,200.00
P0321809	Fisher Scientific	OCC	4312	1,200.00
P0321895	Leonard Chaidez Tree Service	OCC-GB	6124	1,200.00
P0321837	CAPP:Computerized Assess & Placement	GWC	4312	1,181.76
P0321911	Storefront Door Repair	GWC	6250	1,098.00
P0321789	Sehi Computer Products Inc	OCC	4312	1,064.42
P0321793	SunGard Higher Education Inc	DIS	5638	1,030.00
P321793	SunGard Higher Education Inc	DIS	5638	1,030.00
P0321865	United Rentals	CCC	4312	1,000.00
P0321871	Follett Higher Education Group Inc #1181	GWC	4312	1,000.00
P0321925	Office Depot	CCC	4312	1,000.00
P0321763	Tri-Best Visual Display Products	GWC	4312	993.83
P0321729	Just Yell Fire	GWC	5899	900.00
P0321888	Cone Instruments LLC	OCC	4312	815.63
P0321902	Sign-Mart	OCC	4312	814.72
P0321722	Bridges Transitions Co	GWC	5699	800.00
P0321815	Follett Higher Education Group Inc #1094	OCC	7601	800.00
P0321820	KAMC	OCC	5850	800.00

## Purchase Orders

P0321787	CDWG	CCC	4315	785.62
P0321829	Blue Sky Outfitters	OCC	4312	762.82
P0321823	Tom Black Service Center	OCC	4312	750.00
P0321852	Kuespert, Jonathan	CCC	5112	750.00
P0321854	Muza, Jay	CCC	5112	750.00
P0321875	Harland Technology Services	GWC	5657	749.29
P0321843	Sehi Computer Products Inc	DIS	4312	747.77
P0321839	Amber Products	GWC	4312	740.60
P0321780	Aircraft Spruce & Specialty Co	OCC	4312	698.00
P0321736	Office Depot	OCC	4312	687.05
P0321788	Dell Higher Education	OCC	4312	662.06
P0321863	Island Florals	GWC	4312	650.00
P0321836	EnableMart	GWC	4315	647.06
P0321813	Sears Commercial	OCC	4312	625.83
P0321724	Competitive Aquatic Supply	GWC	4312	625.31
P0321735	Workplace Resource	GWC	4312	606.50
P0321766	Shutterstock Images LLC	CCC	5748	602.00
P0321851	Costa Mesa Chamber of Commerce	DIS	5320	600.00
P0321855	Office Depot	CCC	4312	600.00
P0321862	Pocket Nurse	GWC	4312	600.00
P0321874	Physician Sales & Service Inc	GWC	4312	600.00
P0321723	Valpar Int'l Corp	GWC	5699	595.00
P0321790	Dell Higher Education	OCC	4312	578.50
P0321840	29th District Legionnaire	GWC	5850	530.00
P0321777	Baudville Inc	OCC	4312	511.33
P0321741	Follett Higher Education Group Inc #1094	OCC	4312	500.00
P0321743	Carolina Biological Supply	OCC	4312	500.00
P0321744	Wards Natural Science	OCC	4312	500.00
P0321810	OCC Ancillary #1000-24750-6550	OCC	7601	500.00
P0321811	OCC Ancillary #1000-24750-6551	OCC	7601	500.00
P0321866	PL Hawn Co Inc	CCC	4312	500.00
P0321870	Dakota Backflow Co	CCC	5899	500.00
P0321918	Office Depot	CCC	4312	500.00
P0321776	Finish Systems	OCC	6411	483.97
P0321715	Office Depot	GWC	4312	398.55
P0321859	Office Depot	OCC	4312	386.33
P0321842	OCLC Inc	OCC	5110	381.09
P0321860	Sehi Computer Products Inc	OCC	4315	379.10
P0321891	Calif Stage & Lighting	OCC	4312	372.03
P0321889	Hardy Diagnostics	OCC	4312	360.52
P0321814	Follett Higher Education Group Inc #1094	OCC	4312	350.00
P0321878	Mouser Electronics	OCC	4312	337.13
P0321883	Jim Davidson Sewing Machine Service	OCC	5657	300.00
P0321742	Professional Indexes & Files	OCC	4312	277.31
P0321713	GovConnection Inc	DIS	4315	263.92
P0321728	Signs etc	GWC	4312	263.16
P0321824	Safeguard Business Systems Inc	DIS	4312	253.65
P0321812	Lab Safety Supply	OCC	4312	238.98
P0321845	Broughton Int'l	DIS	5638	238.00

Purchase Orders

P0321734	Office Depot	OCC	4312	234.57
P0321727	Daniel Smith Inc	GWC	4312	224.27
P0321873	Macalester College	GWC	4312	217.50
P0321847	Dell Higher Education	OCC	4312	212.37
P0321914	ACSI	CCC	4401	200.00
P0321797	Office Depot	GWC	4312	197.44
P0321740	Circuit Specialists Inc	OCC	4312	178.89
P0321764	CCPRO	CCC	5320	175.00
P0321769	Safeguard Business Systems Inc	DIS	4312	160.31
P0321784	Jones & Bartlett Learning LLC	OCC	4312	157.69
P0321748	Starnes, Daren	CCC	5112	150.00
P0321887	Follett Higher Education Group Inc #1094	OCC	4312	150.00
P0321856	Office Depot	DIS	4312	140.81
P0321718	Xerox Corp	DIS	4312	128.54
P0321786	Xerox Corp	OCC	4312	128.54
P0321817	Seal's Compressed Gases	OCC	4312	123.19
P0321717	Xerox Corp	DIS	4312	123.10
P0321846	Dell Higher Education	OCC	4315	122.39
P0321785	Office Depot	GWC	4312	105.39
P0321770	B & H Photo-Video	OCC	4315	103.99
P0321772	Amer Council on Education	OCC	4312	103.30
P0321746	Reliable Ice Equipment Inc	GWC	5657	100.00
P0321806	Smart & Final Stores LLC	OCC	4312	100.00
P0321816	Follett Higher Education Group Inc #1094	OCC	4312	100.00
P0321879	Crown Ace Hardware	OCC	4312	100.00
P0321725	Sehi Computer Products Inc	CCC	4312	97.56
P0321892	Sign Concepts	OCC	4312	93.00
P0321838	Psychological Assessment Resources Inc	GWC	4312	92.00
P0321730	Rhino Electric Supply	GWC	4677	83.45
P0321768	Hitt Marking Devices Inc	DIS	4312	56.44
P0321762	Follett Higher Education Group Inc #1181	GWC	4312	50.00
P0321819	Henry Schein Inc	OCC	4312	39.02
P0321773	Hitt Marking Devices Inc	DIS	4312	37.63
P0321877	Hitt Marking Devices Inc	DIS	4312	30.26
P0321884	Henry Schein Inc	OCC	4312	27.17
P0321913	Amazon.com	GWC	4285	25.51
	<b>Total</b>			<b><u>\$3,148,291.92</u></b>

**Object Code Legend**

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

5600-5601 Film Rental  
5630-5673 Repairs/Equipment and Facilities  
5682-5699 Lease/Rentals  
5700-5899 Other Expense of Operations  
6100-6299 Site/Site Improvements/Building  
6300-6399 Books, New Acquisitions  
6400-6499 Equipment, New/Replacement

## **20. Ratification/Approval of Checks**

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**Subject**        **20.01 DIS - Check Approval**  
**Meeting**        Oct 6, 2010 - Regular Meeting  
**Category**       20. Ratification/Approval of Checks  
**Access**         Public  
**Type**            Consent

**File Attachments**




[CheckApproval.pdf \(26 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
0147677	SunGard Higher Education Inc Annual Maintenance Agreement	506,537.00
0147513	ACSIG Dental / Edge District Dental Claims and Admin Fees	361,930.55
0147331	Coast Community College Dist CCCD Medical Claims	311,721.27
0147430	Medco Health Solutions Inc Medical Prescription Claims	296,296.71
0147514	Coast Community College Dist CCCD Medical Claims	192,229.71
0147332	Keenan & Associates District Worker's Compensation Premiums	168,125.00
0147702	Coast Community College Dist CCCD Medical Claims	161,652.37
0147470	CCCD Student Refunds Student Refunds	102,574.67
0147274	ROI Networks Inc Maintenance agreement for District's voice mail system	89,526.12
0147518	Reliastar Life Insurance Co Life Insurance Premiums	82,957.56
0147516	Reliastar Life Insurance Co Reinsurance Premiums	75,702.00
0147550	OCC AS #1500-1050-58520 College Service Charge	74,600.50
0147640	Follett Higher Education Group Inc #1094 Fall Semester EOPS Students Books and Supplies	73,979.45
0147531	Community College League of Calif Annual League Membership Dues	68,019.25
0147578	Trend Offset Printing Print Fall 2010 Class Schedules Bid 1944	67,073.91
0147442	Promark Technology Inc GWC-Server Software and Maintenance	63,779.20
0147713	CCCD Student Refunds Student Refunds	61,666.98
0147319	WestEd SB70 Evaluation Grant	58,978.40
0147201	CCC Sac Coastline fiscal services	49,653.00
0147517	Reliastar Life Insurance Co Long Term Disability Premiums	41,193.25
0147682	The Irvine Co LLC Lease payment for One-Stop Center - Irvine	35,008.94

0147324	Xerox Corp	34,082.23
	CCCD truck load of white copier paper	
0147461	Vision Service Plan	29,944.91
	CCCD Annual Vision Claims	
0147635	DLT Solutions Inc	25,726.77
	Software updates for Enterprise system for District	
0147641	Follett Higher Education Group Inc #1180	23,491.63
0147506	Xerox Corp	21,876.99
0147473	Energy Conservatory	21,717.50
0147711	CCCD Revolving Cash Fund	20,000.00
0147621	City of Huntington Beach	16,644.69
0147379	Mesa Consolidated Water Dist	14,574.79
0147416	Xerox Corp	14,357.78
0147526	Belovac	13,050.00
0147262	Pocket Nurse	12,776.26
0147264	ProEducation Solutions LLC	11,902.50
0147528	Board of Governors-CA Comm Colleges Chancell	11,700.00
0147271	Ralph Andersen & Associates	11,666.00
0147328	Bob's Shade & Linoleum	10,545.83
0147625	Coast Community College District	10,417.00
0147258	OCC Food Services	10,000.00
0147305	United States Postal Service	10,000.00
0147306	United States Postal Service	10,000.00
0147712	CCCD Revolving Cash Fund	10,000.00
0147584	Xerox Corp	9,478.36
0147351	Coast Construction	9,386.00
0147558	Physician Sales & Service Inc	8,605.79
0147717	CR & R Inc	8,475.13
0147187	B & P Services Inc	8,174.75
0147468	Calif Communication	7,926.64
0147329	Eberhard Equipment Inc	7,783.24
0147318	Waxie Sanitary Supply	7,749.43
0147673	Southern Calif Edison Co	7,549.69
0147515	First Colony Life Insurance Co	7,390.64
0147631	Constellation NewEnergy Inc	6,845.53
0147559	Portacraft Inc	6,638.10
0147447	Southern Calif Edison Co	6,531.71
0147479	ii Fuels, Inc	6,372.64
0147463	Andtech Corporation	6,310.67
0147500	Southern Calif Edison Co	6,235.98
0147491	Olympus NDT Inc	6,199.41
0147465	ATI/Assessment Technology Institute	6,040.35
0147353	Constellation NewEnergy Inc	5,677.15
0147440	Olympus NDT Inc	5,515.15

0147448	Union Bank	5,390.84
0147686	Townsend Public Affairs Inc	5,240.00
0147574	SunGard Higher Education Inc	5,220.00
0147483	Marriott Hotel Services	5,137.96
0147543	Kelly Equipment	5,096.52
0147303	United States Postal Service	5,000.00
0147304	United States Postal Service	5,000.00
0147687	United States Postal Service	5,000.00
0147688	United States Postal Service	5,000.00
0147689	United States Postal Service	5,000.00
0147429	CCCD Workers Comp Trust Fund	4,913.69
0147622	Clark Security Products	4,834.38
0147624	Clear-Com LLC	4,525.24
0147570	Simplot Partners	4,508.75
0147247	Metroline Inc	4,388.00
0147362	Gibraltar Associates Inc	4,350.00
0147557	Paton Group	4,314.10
0147708	Best Air Control	4,187.89
0147741	ProEducation Solutions LLC	4,177.50
0147238	Knorr Systems Inc	4,006.00
0147564	Saddleback Materials Co Inc	3,904.12
0147576	The Gas Co	3,903.48
0147759	Keenan & Associates	3,850.00
0147459	Care Resources Inc	3,824.25
0147748	Riddell/All American Sports Corp	3,701.17
0147219	Electro Systems Electric	3,620.00
0147230	Home Depot	3,611.51
0147245	Maintex	3,577.88
0147380	Mezun.com Inc	3,500.00
0147211	Declues Burkett & Thompson LLP	3,361.12
0147555	Pacific Blue Micro	3,196.80
0147272	Nancy Ramirez	3,000.00
0147382	Neo Networking Inc	3,000.00
0147757	The Gas Co	2,938.52
0147718	Digital Broadcast Inc	2,922.00
0147735	OCE'	2,888.12
0147313	VWR Int'l Inc	2,853.42
0147177	AT & T	2,835.30
0147505	VMI Inc	2,824.43
0147738	Oracle America Inc	2,822.68
0147279	Lim Schramm	2,797.41
0147588	CCCD Workers Comp Trust Fund	2,766.41
0147645	Gunther's Athletic Service	2,756.60
0147607	Apple Computer Inc	2,746.00

0147220	Evan's Gunsmith Shooters World Inc	2,722.50
0147618	CCCD-Cash Clearing	2,716.57
0147277	SARS Software Products Inc	2,700.00
0147562	Respondus Inc	2,545.00
0147270	Wendy Rakochy	2,541.00
0147666	Wendy Rakochy	2,541.00
0147691	Village Nurseries LP	2,513.22
0147349	Chem Pro Laboratory Inc	2,478.00
0147360	El Camino Asphalt Paving Corp	2,400.00
0147443	Quickstart Intelligence	2,375.75
0147444	Quickstart Intelligence	2,375.75
0147347	Carolina Biological Supply	2,332.07
0147524	B & B Services	2,324.79
0147661	Pacific Lift & Equipment Co Inc	2,265.00
0147619	Cerritos Franchise Inc	2,181.00
0147388	Babak Ostovarpour	2,089.03
0147626	Coast Label Co	2,082.57
0147320	Susan Wilcox	2,079.00
0147579	Verizon Wireless	2,070.91
0147389	Babak Ostovarpour	1,963.36
0147301	Union Bank	1,962.96
0147606	Amico Scientific Corp	1,938.72
0147368	Home Depot	1,919.07
0147580	Verizon Wireless	1,909.14
0147696	David Whyte	1,900.00
0147415	Xap Corp	1,858.10
0147520	ARS Enterprises	1,852.50
0147469	Carolina Biological Supply	1,843.08
0147542	Johnstone Supply	1,829.92
0147428	Excel Door & Gate Co Inc	1,824.00
0147346	CAPP:Computerized Assess & Placement Program	1,800.00
0147254	Nextel Communications	1,794.87
0147590	AA Equipment	1,784.02
0147556	Pak West Paper & Packaging	1,780.02
0147434	Calif Pro Sports	1,758.62
0147486	Mobile Modular Management Corp	1,738.91
0147255	Nextel Communications	1,726.91
0147408	Unisource Worldwide Inc	1,705.10
0147737	Office Depot	1,704.52
0147675	State Board of Equalization	1,659.00
0147216	Dunn Edwards Corp	1,647.54
0147233	Jobelephant.com Inc	1,640.20
0147386	Office Depot	1,625.39
0147582	Susan Wilcox	1,617.00

0147229	Gunther's Athletic Service	1,600.80	
0147312	Vietnamese Community of OC	1,600.00	
0147685	Total Compensation Systems Inc	1,600.00	
0147407	tw telecom holdings Inc	1,596.17	
0147356	Dell Higher Education	1,580.58	
0147549	OCC Ancillary #1000-24750-5120	1,539.00	
0147205	College Board	1,503.50	
0147288	TechRoom Inc	1,500.00	
0147352	Community College League of Calif	1,500.00	
0147481	Lynda.com	1,500.00	
0147617	CCCD Foundation	1,500.00	
0147571	Smith Pipe & Supply Inc	1,470.69	
0147636	Eberhard Equipment Inc	1,417.80	
0147359	Darrell Ebert	1,400.00	
0147460	Celtic Special Health Prod Div	1,390.95	
0147658	Oceanside Photo & Telescope	1,337.50	
0147439	Office Depot	1,322.90	
0147178	AT & T	1,320.57	
0147739	Barry Perrou	1,305.00	
0147392	Pak West Paper & Packaging	1,270.94	
0147278	SC Sign & Supply LLC	1,245.19	
0147648	InfoSend	1,237.03	
0147333	ABC Window Cleaning Inc	1,230.00	
0147551	OCC Food Services	1,215.79	
0147657	OCC Ancillary#1000-24750-8070	1,210.00	
0147376	Main Electric Supply Co	1,193.73	
0147302	Unisource Worldwide Inc	1,191.89	
0147573	StreetWise Networks LLC	1,176.00	
0147615	Calif Dept of Education	1,163.00	
0147637	Essel Technologies Services Inc	1,160.00	
0147399	Saddleback Materials Co Inc	1,140.14	
0147695	Waxie Sanitary Supply	1,120.56	
0147725	Home Depot	1,113.57	
0147222	James Farrow	1,112.83	
0147334	Jessica Alabi	1,100.00	
0147364	Daniel Gorman	1,095.22	
0147563	Roto-Rooter Plumbers	1,075.00	
0147629	Collegesource Inc	1,064.00	
0147378	Charlene Melrose	1,061.15	
0147485	Metroline Inc	1,049.00	
0147203	Clarke, Bret L	1,045.87	
0147204	Clarke, Bret L	1,045.87	
0147503	Verizon California	1,032.48	
0147398	Evangelina Rosales	1,000.00	

0147345	BJ Bindery Inc	982.02
0147698	Xerox Corp	973.86
0147569	Sign-Mart	970.06
0147721	GlaxoSmithKline	944.20
0147493	Other World Computing	936.21
0147680	The Gas Co	934.06
0147411	VWR Int'l Inc	926.40
0147224	Fisher Scientific	911.93
0147487	Michael Myers	900.00
0147492	Optical Calibration Service	900.00
0147482	Marina Landscape Inc	895.00
0147670	Shamrock Scientific Specialty Systems Inc	894.76
0147749	S & R Sport	888.62
0147290	The Gas Co	882.18
0147259	Office Depot	876.98
0147604	ACS Education Services Inc	837.05
0147249	Montgomery Hardware Co	813.17
0147477	Home Depot	813.12
0147311	Verizon Wireless	806.35
0147355	DataPipe Inc	800.00
0147391	Pacific Typewriter & Communications Inc	796.50
0147350	CI Solutions	795.00
0147227	Grainger	792.27
0147649	Iron Mountain	784.46
0147679	TechSmith Corp	775.00
0147623	Clay-King.com	767.78
0147642	Fuller Engineering Inc	764.07
0147413	Waxie Sanitary Supply	749.51
0147715	Competitive Aquatic Supply	744.72
0147436	Chevron	730.76
0147239	William Knowles	725.00
0147553	Office Depot	724.13
0147405	T-Mobile USA	720.13
0147753	Smardan Supply Co-Orange Coast	711.46
0147387	Denise Orme	700.00
0147568	Sigma-Aldrich Inc	691.53
0147381	Montgomery Hardware Co	684.87
0147540	Grainger	684.15
0147200	Cater, Carolyn	675.00
0147554	Optical Calibration Service	675.00
0147545	Knorr Systems Inc	664.16
0147363	Daniel Gorman	651.21
0147263	Prado Olympic Shooting Park	650.00
0147747	Public Economics Inc	647.91

0147521	Art Supply Warehouse	646.58
0147409	United Parcel Service Inc	626.13
0147371	Johnstone Supply	614.23
0147365	Grainger	613.68
0147498	Rhino Electric Supply	595.31
0147252	MVAP Medical Supplies Inc	593.86
0147544	Key Equipment Finance Inc	588.91
0147662	Barry Perrou	585.00
0147538	Franchise Tax Board	582.00
0147608	Baker & Taylor	567.13
0147217	Eberhard Equipment Inc	563.35
0147480	LawTech Publishing Co Ltd	554.30
0147727	Irvine Pipe & Supply	545.75
0147268	Psychological Assessment Resources Inc	544.32
0147449	Waxie Sanitary Supply	539.71
0147659	Office Depot	530.84
0147488	Newport-Mesa Unified Sch Dist	522.50
0147181	AT & T	520.98
0147603	ACOM Solutions	517.99
0147197	Calif Tool Welding Supply	510.29
0147317	Waterline Technologies Inc	508.95
0147734	Merck Vaccines	503.14
0147445	Tracey Sanders	500.00
0147566	Shahidi, Naz	500.00
0147575	Superior Asphalt Paving Inc	500.00
0147358	Corine Doughty	496.40
0147384	Melinda Nish	492.98
0147370	John Deere Landscapes Inc	489.38
0147207	Consolidated Electrical Distributors	484.78
0147269	R & L Medical Co	480.22
0147393	Par West Turf Services	479.15
0147323	World-Wide Fire Inc	479.10
0147235	Phillip Keen	479.02
0147310	Verizon Wireless	467.56
0147336	Amtech Elevator Services	461.44
0147401	Shutterstock Images LLC	458.00
0147246	Connie Marten	455.00
0147539	Fry's Electronics	454.41
0147628	College BrainTrust Consulting Firm	450.00
0147756	Superior Asphalt Paving Inc	425.00
0147651	Irvine Pipe & Supply	421.98
0147714	CDWG	413.04
0147701	Amer Fidelity Assurance	413.00
0147385	OCLC Inc	409.16

0147665	Premier Office Services Co	407.01
0147261	Par West Turf Services	405.15
0147532	Dallas County Comm Coll Dist	405.00
0147433	Bob's Shade & Linoleum	400.00
0147611	Angela Bell	400.00
0147412	Wall Street Journal	395.28
0147322	Won Door Corp	390.00
0147357	Corine Doughty	388.98
0147709	Calif District Attorneys Assn	388.76
0147656	Mesa Consolidated Water Dist	383.10
0147519	Antenna ID Products	377.01
0147501	State Water Resources Ctrl Brd	375.00
0147373	Key Equipment Finance Inc	374.90
0147728	Johnson, Dr Ron	371.11
0147285	Soccer Central	369.20
0147732	Meadows, Mark	368.12
0147643	Go With Jo Travel	365.40
0147462	Vision Service Plan	363.85
0147396	Public Economics Inc	333.63
0147667	Rancho Vista Landscaping Inc	330.00
0147404	Stater Bros Markets	328.18
0147591	Academic Senate	325.00
0147592	Academic Senate	325.00
0147593	Academic Senate	325.00
0147594	Academic Senate	325.00
0147595	Academic Senate	325.00
0147596	Academic Senate	325.00
0147731	Maradian, Steve	324.40
0147417	Yale Chase Equipment & Services Inc	324.29
0147710	Carolina Biological Supply	321.59
0147410	Verizon Wireless	320.55
0147390	Pamela Pacheco	306.84
0147276	Sarad, Nakia J.	304.51
0147191	Bee Busters Inc	300.00
0147374	William Koenig	300.00
0147530	CCCCIO	300.00
0147192	Bell's Industrial Service	298.00
0147251	Mutual Liquid Gas & Equipment	292.98
0147565	SC Signs & Supplies LLC	285.70
0147597	ACBO	285.00
0147600	ACBO	285.00
0147287	Staples Advantage	284.61
0147330	Amer Fidelity Assurance	280.00
0147218	Edits	277.55

0147450	Xerox Corp	272.20
0147367	Hardy Diagnostics	271.11
0147338	AT & T	268.26
0147572	Staples Advantage	267.22
0147206	Computerland of Silicon Valley	267.13
0147632	Cummins-Allison Corp	266.09
0147525	Lisa Becker	266.00
0147697	Frank Woodard	266.00
0147213	Pamela Drennen	265.00
0147490	Office Depot	262.34
0147402	Smith Pipe & Supply Inc	255.83
0147612	Bob's Shade & Linoleum	254.44
0147400	Sehi Computer Products Inc	253.38
0147683	The Shredders	250.00
0147484	Medical Processor Services	240.00
0147655	Medical Processor Services	240.00
0147627	Coastal Carbonic	239.95
0147548	OC Register	238.65
0147309	Verizon Wireless	237.85
0147210	Dao, Sarah T.	232.10
0147189	Baker Rentals & Sales Inc	230.00
0147248	Minuteman Plumbing & Drains	230.00
0147234	Phillip Keen	226.84
0147236	Phillip Keen	226.84
0147237	Phillip Keen	226.84
0147256	Ngo, Ryan	226.63
0147253	NCMPR	225.00
0147472	Cook, Ryan T	225.00
0147232	Horizon Distributors Inc	221.13
0147726	Iron Mountain	218.44
0147533	Dell Higher Education	217.46
0147751	Shinoda Design Center Inc	216.89
0147294	Travel Store Inc	214.40
0147494	Prince Enterprises Inc	208.26
0147740	Prince Enterprises Inc	208.26
0147674	Springdale Ace Hardware	201.79
0147705	Amer Proficiency Institute	200.00
0147225	Flaherty, Anna J.	199.63
0147184	AT & T	195.02
0147646	Hitt Marking Devices Inc	193.46
0147209	Cummins-Allison Corp	193.00
0147678	TALX Corp	192.40
0147198	Carmen's Uniforms Inc	192.32
0147244	Ly, Linda	189.68

0147282	Siemens Water Technologies Corp	188.86
0147435	CCC	188.59
0147240	Isabelle Krasney	186.59
0147722	Grainger	185.47
0147668	Rhino Electric Supply	183.79
0147535	Eide, Jonathan	181.25
0147295	Turf Tire Distributors	179.44
0147529	CCC Petty Cash	178.39
0147638	Fisher Scientific	173.42
0147706	Art Supply Warehouse	173.06
0147308	Verizon California	172.92
0147541	Home Depot	172.39
0147561	PSi	172.25
0147348	Caston Office Solutions	168.83
0147339	AT & T	168.32
0147707	Automatic Sync Technologies LLC	166.75
0147527	BJ Bindery Inc	164.21
0147446	Smart & Final Stores LLC	164.16
0147672	Smart & Final Stores LLC	164.16
0147335	Amsterdam Printing & Litho	163.92
0147471	Chen, Eric	160.05
0147502	Suburban Water Systems	158.34
0147260	Orange Coast Auto Repair	156.80
0147613	Business Office Solutions	156.79
0147723	Gunther's Athletic Service	156.60
0147733	Marcela Medina	156.00
0147208	Culhane, Alexis	155.98
0147499	Salinas, Arcadio	155.00
0147589	A & M Cleaning Equipment	153.98
0147194	Bio-Rad Laboratories Inc	151.75
0147354	CW Dixon Associates Inc	150.00
0147467	Bee Busters Inc	150.00
0147601	ACHRO/EEO	150.00
0147602	ACHRO/EEO	150.00
0147610	Bee Busters Inc	150.00
0147180	AT & T	144.88
0147280	Sehi Computer Products Inc	142.66
0147474	Fry's Electronics	141.36
0147671	Siemens Water Technologies Corp	140.84
0147605	Airgas West Inc	140.17
0147172	Airgas West Inc	139.31
0147215	Dumas, LaSonya	138.62
0147226	Garcia, Michielle	137.95
0147321	Gordon Withers	136.35

0147414	Wells Supply Co	134.85
0147375	Lawrence Metal Products Inc	134.29
0147729	Johnstone Supply	130.49
0147650	Iron Mountain Records Mgmt	129.18
0147634	Dish Network Chicago	128.43
0147620	CIT Technology Fin Serv Inc	123.98
0147343	AT & T	123.39
0147616	Calif Tool Welding Supply	120.42
0147567	Siemens Water Technologies Corp	116.53
0147250	Murray, Jennifer	114.26
0147652	Gary Kinzer	114.00
0147275	Safety & Fire Equipment Co Inc	112.50
0147286	Sperling, David	111.31
0147654	Main Electric Supply Co	108.38
0147720	Federal Express Corp	107.08
0147577	Lynn Torrini	105.32
0147377	Medical Arts Press	104.28
0147231	Hong, Jennifer	103.88
0147221	Farrar, Eric P.	102.98
0147199	Caston Office Solutions	102.71
0147281	Sheng, Chuen Juei (Daniel)	101.51
0147475	Gale Group Inc	101.48
0147369	Irvine Pipe & Supply	101.05
0147283	Smog & Gas of Costa Mesa	100.00
0147361	Garden Grove Chamber Commerce	100.00
0147704	Accurate Termite & Pest Control	99.00
0147504	Verizon California	98.04
0147257	OCC Ancillary #1000-24750-6580	97.65
0147703	Accessorie Air Compressor Systems Inc	96.62
0147693	Wards Natural Science	95.23
0147537	Ford Electronics Inc	94.07
0147293	Toshiba Business Solutions	92.36
0147190	Ban, Daniel	91.58
0147183	AT & T	91.10
0147214	Dubon, Giovanni	86.58
0147212	Dolan, Kristina	85.28
0147598	ACBO	85.00
0147599	ACBO	85.00
0147432	Apple Computer Inc	84.83
0147630	Consolidated Electrical Distributors	83.23
0147684	Time Warner Cable	82.63
0147394	Prudential Overall Supply Co	80.83
0147395	Prudential Overall Supply Co	80.63
0147560	Prudential Overall Supply Co	80.63

0147746	Psychological Assessment Resources Inc	80.00
0147289	The Gas Co	79.22
0147195	Builders Security Locks & Services Inc	78.30
0147752	Signs etc	78.30
0147633	Dell Higher Education	78.29
0147534	EBSCO Subscription	77.36
0147609	Battery Systems Inc	75.40
0147664	Pocket Nurse	73.15
0147466	Jane Bauman	71.95
0147307	Verizon California	70.55
0147690	Verizon California	70.46
0147736	OCTMA	70.00
0147581	Jocelyn Wang	68.54
0147188	Baker & Taylor	67.38
0147342	AT & T	66.30
0147438	Johnstone Supply	65.24
0147639	FishMax.Com LLC	65.00
0147660	Orkin Commercial Services	65.00
0147522	AT & T	64.31
0147476	Hitt Marking Devices Inc	59.59
0147241	Kutzarov, Kamen J.	58.59
0147719	Corine Doughty	58.40
0147223	Federal Express Corp	55.80
0147730	Mar Vac Electronics	55.34
0147750	Loren Sachs	53.35
0147185	AT & T	53.10
0147186	AT & T	51.89
0147676	Stater Bros Markets	51.84
0147614	Business Office Solutions	51.63
0147243	Jeanette Lee	51.60
0147451	Tracy Young	51.40
0147406	Thomson Reuters/Barclays	51.12
0147291	The Gas Co	50.94
0147316	Wards Natural Science	50.13
0147403	Smog & Gas of Costa Mesa	50.00
0147175	AT & T	49.58
0147284	SoCal Office Technologies Inc	48.62
0147174	AT & T	48.40
0147193	Beyalju, Andrea	45.93
0147173	Apple Computer Inc	42.42
0147724	Bryce Hall	41.00
0147315	Wards Natural Science	40.67
0147314	Wards Natural Science	38.46
0147478	ICS Service Co Inc	37.00

0147583	Jeffrey Wong	36.76
0147273	Rhino Electric Supply	36.69
0147692	VWR Int'l Inc	36.66
0147340	AT & T	36.51
0147341	AT & T	36.51
0147296	UC Regents	35.00
0147297	UC Regents	35.00
0147298	UC Regents	35.00
0147299	UC Regents	35.00
0147300	UC Regents	35.00
0147644	Grainger	34.70
0147292	Time Warner Cable	33.54
0147663	Pitney Bowes Presort Services Inc	33.44
0147489	Nolo Press Inc	33.07
0147337	Apple Computer Inc	31.54
0147547	McMaster-Carr	30.62
0147431	Medco Health Solutions Inc	30.60
0147179	AT & T	30.59
0147383	Linda Newman	30.00
0147754	South Coast Air Quality Mgmt District	27.03
0147552	OCC Petty Cash	25.55
0147372	Kelly Paper	25.32
0147441	Physician Sales & Service Inc	23.94
0147228	Guerrero, Lanakila	23.44
0147694	Wards Natural Science	23.41
0147536	Ewing Irrigation Products Inc	22.02
0147523	AT & T	21.26
0147653	Konica Minolta Business Solutions Inc	21.03
0147669	Seal's Compressed Gases	20.25
0147716	Constellation NewEnergy Inc	19.81
0147266	Prudential Overall Supply Co	19.11
0147495	Prudential Overall Supply Co	19.11
0147742	Prudential Overall Supply Co	19.11
0147744	Prudential Overall Supply Co	19.10
0147196	Burkhart, Chelsie	18.97
0147267	Prudential Overall Supply Co	18.62
0147496	Prudential Overall Supply Co	18.62
0147743	Prudential Overall Supply Co	18.62
0147265	Prudential Overall Supply Co	18.28
0147497	Prudential Overall Supply Co	16.28
0147745	Prudential Overall Supply Co	16.28
0147681	The Gas Co	14.87
0147755	Southern Calif Edison Co	11.80
0147344	AT & T	11.44

**CheckApproval**

0147182	AT & T	11.36
0147176	AT & T	11.13
0147464	AT & T	11.12
0147366	Graybar Electric	11.07
0147647	Home Depot	10.85
0147546	Deborah Lewis	10.50
0147202	City of Garden Grove	10.00
0147242	Melanie Larson	10.00
0147325	Karl Zoellick	10.00
0147397	Refrigeration Supplies Distrib	8.23
0147437	Crown Ace Hardware	6.51

**Total****\$ 3,849,893.31**

## **21. Check List for General Obligation Bond Fund**

**Subject**            **21.01 DIS - General Obligation Bond Fund**  
**Meeting**           **Oct 6, 2010 - Regular Meeting**  
**Category**          **21. Check List for General Obligation Bond Fund**  
**Access**            **Public**  
**Type**               **Consent**

### **File Attachments**

[CheckApprovalBond.pdf \(8 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0147452	Best Contracting Services Inc	474,748.65	420356
	GWC LRC Bid 1963 Glass & Glazing		
0147458	T & Y Construction	375,075.00	420356
	GWC Learning Resource Center Bid 1954		
0147455	Pacific Blue Micro	198,333.77	420356
	Information technology equipment for LRC		
0147457	Plumbing Piping & Construction Inc	192,326.58	420356
	GWC Learning Resource Center Bid 1954		
0147327	Steinberg Architects	138,880.44	420356
	GWC Learning Resource Center		
0147421	CW Driver	128,893.40	420207
	OCC ABC Building		
0147424	MVE Institutional Inc	70,723.24	420201
	Architectural Services for OCC Music Bldg		
0147453	Landmark Site Contractors	27,219.60	420356
	LRC Asphalt, Site Concrete & Paving		
0147419	Coast Construction	20,154.00	420283
0147427	UCMI Inc	17,520.00	420207
0147512	T & D Communications Inc	15,989.10	420356
0147326	Pacific Blue Micro	10,828.67	420356
0147587	UCMI Inc	10,440.00	420207
0147418	AEPC Group LLC	9,848.02	420249
0147425	Pacific Blue Micro	9,509.65	420249
0147420	Cosco Fire Protection Inc	7,464.00	420207
0147585	AT & T	6,482.49	420894
0147700	Continental Plumbing Inc	6,077.00	420249
0147423	MTGL Inc	1,739.90	420356
0147454	P2S Engineering	1,528.20	420316
0147758	Mesa Consolidated Water Dist	1,150.00	420894
0147699	Continental Plumbing Inc	1,145.00	420249
0147586	ModSpace	761.26	420399
0147507	Alexanders Mobility Services	640.00	420316
0147426	Times Community News	375.00	420894
0147422	Embee Technologies	250.67	420253
0147456	Perkins & Will Inc	174.92	420340
<b>Total</b>		<b>\$ 1,728,278.56</b>	

## **22. Authorization for Special Payments**

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<b>Subject</b>	<b>22.01 OCC - Special Payments</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	22. Authorization for Special Payments
Access	Public
Type	Consent

Payment of \$190 for the 2010-2011 annual institutional fee for California Department of Public Health - Radiologic Health Branch, Sacramento CA. This is required for the accreditation of the Radiologic Technology program.

## **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 emending current District policies will be specifically noted. Current policies affected will be referenced.

## 23. Approval of Agreements

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**Subject** 23.01 CCC - Approve Agreement between ACT, Inc. and the Coast Community College District to Provide Discover® Assessments at William Beaumont Army Medical Center, Warrior Transition Battalion, Fort Bliss, Texas.

**Meeting** Oct 6, 2010 - Regular Meeting

**Category** 23. Approval of Agreements

**Access** Public

**Type** Action

### **Approve Agreement between ACT, Inc. and the Coast Community College District to Provide Discover® Assessments at William Beaumont Army Medical Center, Warrior Transition Battalion, Fort Bliss, Texas.**

**1. Background:** In July, 2010, Coastline entered into an MOU with Commanding Officer, William Beaumont Army Medical Center, Warrior Transition Battalion (WTB), Fort Bliss, Texas to provide on-site academic advisement and specialized educational support services to meet the specific needs of the WTB soldiers and their families. The ACT Discover® Career Planning Program assessments identify career-relevant interests, abilities, and job values and will assist the transitioning WTB population in identifying and preparing for career options that best fit them. The License Agreement outlines the terms and conditions for administering the assessments and the responsibilities of both parties.

**2. Goal/Purpose:** Provides Coastline access to ACT Discover® System Programs for use at William Beaumont Army Medical Center, Warrior Transition Battalion, Fort Bliss, Texas.

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the License Agreement between ACT, Inc. and the Coast Community College District to provide Discover® Systems Programs to the military community at William Beaumont Army Medical Center, Warrior Transition Battalion, Fort Bliss, Texas. The Board President, or designee, is authorized to sign the License Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #13)

**5. Fiscal Review and Impact:** Annual License Fee \$950

#### File Attachments

[ACT License.pdf \(163 KB\)](#)

Admin Content

**Subject**            **23.02 CCC - Approve Agreement between Department of the Navy and the Coast Community College District for the Use of Government Property to Provide Educational Support and Assessment Services at Naval Air Station Pensacola, Florida.**

Meeting            Oct 6, 2010 - Regular Meeting

Category           23. Approval of Agreements

Access            Public

Type               Action

**Approve Agreement between Department of the Navy and the Coast Community College District for the Use of Government Property to Provide Educational Support and Assessment Services at Naval Air Station Pensacola, Florida.**

**1. Background:** To better serve its military population, Coastline provides on-site assessment and educational support services to Department of Defense personnel stationed aboard NAS Pensacola, Florida. These services include offering CLEP®, DSST® and Excelsior College® standardized tests as well as providing academic assistance in the admission, registration and evaluation processes. The License Agreement authorizes Coastline the use of Government property to provide these services and identifies the physical location on base where these services will take place. The License Agreement covers the period January 1, 2010 – January 31, 2015.

**2. Goal/Purpose:** Authorizes Coastline the use of government property at Naval Air Station Pensacola, Florida.

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the License Agreement between Department of the Navy and the Coast Community College District authorizing Coastline use of government property to provide on-site assessment and educational support services to personnel stationed aboard Naval Air Station Pensacola, Florida. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 4)

**5. Fiscal Review and Impact:** This License Agreement is offered by the Navy at no cost to District or Campus.

File Attachments

[License - NAS Pensacola.pdf \(551 KB\)](#)

### Agenda Item Details

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Meeting	Oct 06, 2010 - Regular Meeting
Category	23. Approval of Agreements
Subject	23.03 CCC - Approve Agreement between Mile Square Golf Course and Coastline Community College.
Access	Public
Type	Action

### Approve Agreement between Mile Square Golf Course and Coastline Community College.

**1. Background:** Coastline Community College Office of Public and Governmental Relations to host the President's Legislative and Community Meet and Greet on November 5, 2010, from 4 - 6 p.m. at the Mile Square Park Banquet Center. At this event, we will be introducing Dr. Adrian to local mayors, council representatives, elected officials, local media contacts, high school principals, counselors, and others.

**2. Goal/Purpose:** Introduce Coastline's new President to community members and contacts in the cities whereupon Coastline has learning centers and a presence to develop a close working relationship.

**3. Comments (if any):** None

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the Mile Square Golf Course and the Coast Community College 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)

**5. Fiscal Review and Impact:** NTE \$1,150 to be paid from ancillary funds.

[Mile Square Golf Course.pdf \(53 KB\)](#)

**Subject**            **23.04 CCC - Authorization to Enter into a Service Provider Agreement between the Los Angeles Division of Time Warner Cable and Coast Community College District to provide Customer with Two Dedicated Point-to-Point Circuit Connections.**

**Meeting**            Oct 6, 2010 - Regular Meeting

**Category**            23. Approval of Agreements

**Access**             Public

**Type**                Action

**Authorization to Enter into a Service Provider Agreement between the Los Angeles Division of Time Warner Cable and Coast Community College District to provide Customer with Two Dedicated Point-to-Point Circuit Connections.**

**1. Background:** Subject to the terms and conditions of this Agreement, Time Warner shall provide customer with two dedicated point-to-point circuit connections between customer's data network located at 11460 Warner Avenue, Fountain Valley, CA 92708; and 10200 Slater Avenue, Fountain Valley, CA 92708; and 12901 Euclid Street, Garden Grove, CA 92840; and the Time Warner facilities located at 16945 Bushard Avenue, Fountain Valley, CA 92708.

**2. Goal/Purpose:** To provide a dedicated point-to-point circuit connection for data network.

**3. Comments (if any):** These network lines provided by Time Warner Cable are critical for the operation of the Garden Grove Center and the Coast Learning Systems Department. The network lines provide connectivity to College Center for email, network resources, and access to the Internet and Banner for the Garden Grove Center and Coast Learning Systems.

**4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Service Provider Agreement between the Los Angeles Division of Time Warner Cable with offices located at 17777 Center Court Drive, Cerritos, CA 90703 and the Coast Community College District. The term of this Agreement is from October 7, 2010 through October 6, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 10)

**5. Fiscal Review and Impact:** Amount \$3,810 paid monthly for 24 months.

File Attachments

[Time Warner Cable.pdf \(1,592 KB\)](#)

### Agenda Item Details

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Meeting	Oct 06, 2010 - Regular Meeting
Category	23. Approval of Agreements
Subject	23.05 CCC - Approve Agreement between Hyatt Regency Irvine and the Coast Community College District.
Access	Public
Type	Action

### **Approve Agreement between Hyatt Regency Irvine and the Coast Community College District.**

**1. Background:** The Pathway to Success Leadership Conference inspires women by sharing the incredible stories of success from female leaders within the Iranian-American community. We celebrate, recognize, and learn more about the strong leadership exhibited by Iranian-American women in the United States.

**2. Goal/Purpose:** Conference to inspire women in the Iranian-American community.

**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 the Agreement between the Hyatt Regency Irvine and the Coast Community College District. (See Attachment # 19)

**5. Fiscal Review and Impact:** Gross Income of \$15,000

[Hyatt Regency Irvine.pdf \(82 KB\)](#)

**Subject**            **23.06 OCC - Approve Agreement between the ProEducation Solutions, LLC and the Coast Community College District for the purpose of providing student aid verification services**

**Meeting**            Oct 6, 2010 - Regular Meeting

**Category**           23. Approval of Agreements

**Access**             Public

**Type**                Action

**Approve Agreement between the ProEducation Solutions, LLC and the Coast Community College District for the purpose of providing student aid verification services.**

**Background:** Renewal of ProEducation Solutions, LLC contract.

**Goal/Purpose:** Agreement between the ProEducation Solution, LLC and the Coast Community College District for the purpose providing federal student aid verificationservices to the Financial Aid Office.

**Comment:** Reviewed by Risk Services

**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 ProEducation Solutions, LLC and the Coast Community College District for the purpose of providing federal student aid verification services to the Financial Aid Office. This agreement is approved as it has been a valuable benefit to the students to receive financial aid funds on time. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 12)

**Fiscal Impact:** Not to exceed \$45,000 to be paid from Categorical funding.

File Attachments

[ProEducation Services Contract.pdf \(65 KB\)](#)

**Subject**            **23.07 OCC - Approve Agreement between United Student Aid Funds Services, Orange Coast College, Golden West College, and Coastline College for the purpose of accessing the United Student Aid Funds Debt Manager system which permits the Financial Aid Office staff to enhance student loan default prevention efforts**

**Meeting**            Oct 6, 2010 - Regular Meeting

**Category**            23. Approval of Agreements

**Access**             Public

**Type**                Action

**Approve Agreement between United Student Aid Funds Services, Orange Coast College, Golden West College, and Coastline College for the purpose of accessing the United Student Aid Funds Debt Manager system which permits the Financial Aid Office staff to enhance student loan default prevention efforts.**

**Background:**United Student Aid Funds Debt Manager is a Web- based system which permits the Financial Aid Office staff to access data from loan guarantee and servicing systems to enhance the student loan default prevention efforts

**Goal/Purpose:**The system permits the Financial Aid staff to enhance student loan default prevention efforts.

**Comment:**Reviewed by Risk Services

**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 United Student Aid Fund Services, Orange Coast College, Golden West College, and Coastline College for the access of the United Student Aid Funds Debt Manager system. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 6)

**Fiscal Impact:**There is no cost for this service.

**File Attachments**

[United Student Aid Funds Contract.pdf \(57 KB\)](#)

**Subject**           **23.08 OCC - Approve Agreement between Stratos Communications Inc. and the Coast Community College District (OCC Sailing Center) for providing mobile satellite services aboard OCC's vessel Alaska Eagle**

**Meeting**           Oct 6, 2010 - Regular Meeting

**Category**        23. Approval of Agreements

**Access**           Public

**Type**             Action

**Approve Agreement between Stratos Communications Inc. and the Coast Community College District (OCC Sailing Center) for providing mobile satellite services aboard OCC's vessel Alaska Eagle.**

**Background:** Stratos Communications Inc. provides world wide mobile satellite services for offshore vessels and OCC has been using the services provided by Stratos for more than five years for Inmarsat and Iridium phone services aboard Alaska Eagle.

**Goal/Purpose:** Provide mobile satellite communication for Alaska Eagle on her 2010-2011 voyage with students.

**Comments:** These services are necessary to allow communication with students aboard the Alaska Eagle.

**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 Stratos Communications Inc. and the Coast Community College District (OCC Sailing Center) to provide mobile satellite services aboard OCC's vessel Alaska Eagle. The Agreement outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 5)

**Fiscal Review and Impact:** Minimum monthly fee of \$24.95 plus airtime used.

File Attachments

[Stratos Contract.pdf \(571 KB\)](#)

## **24. Buildings and Grounds Approvals**

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<b>Subject</b>	<b>24.01 DIS - Authorization to File Notice of Completion</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	24. Buildings and Grounds Approvals
Access	Public
Type	Action

### **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.

OCC Softball Field Netting Project: Bid No. 1979

Contractor: Judge Netting, Inc.

**Subject**            **24.02 DIS - Approve Standard Professional Services Agreement with Willdan Geotechnical; Coastline Community College Newport Beach Learning Center**

Meeting            Oct 6, 2010 - Regular Meeting

Category           24. Buildings and Grounds Approvals

Access             Public

Type                Action

**Approve Standard Professional Services Agreement with Willdan Geotechnical; Coastline Community College Newport Beach Learning Center**

**1. Background**

In accordance with Title 24 §4336, school construction projects require the observation, testing, and reporting of Special Inspection Verified Reports to the Division of State Architects. These specific requirements are inclusive of multiple laboratory-based and field-based tests in order to ensure the structural integrity of construction.

The Coastline Community College project team received four proposals to perform the required testing services. Willdan Geotechnical provided the lowest cost proposal and a subsequent review indicates that Willdan is qualified to perform the required services.

**2. Goal/Purpose**

Compliance with Title 24 school facility construction requirements, verification of the structural safety, and assurance of long-term structural viability of the Coastline Newport Beach Learning Center.

**3. Comments**

This proposal is based on a best estimate of the required scope and will be billed on a time-and-materials basis as required.

**4. Recommendation Statement**

After review by the Coastline Community 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 employ Willdan Geotechnical for geotechnical, special inspection and materials testing services for the Coastline Community College Newport Beach Learning Center pursuant to the Districts' Standard Professional Services 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 service is to include the following tasks:

- |  |           |
|--|-----------|
| 1. Increment 1, Geotechnical Observation and Testing     | \$ 20,480 |
| 2. Increment 2, Geotechnical Observation and Testing     | \$ 21,650 |
| 3. Increment 2, Materials Testing and Special Inspection | \$151,551 |

**Fiscal Impact:** \$193,681 (General Obligation Bond Funds/Measure C)  
Master Plan Approved Project



**Subject**            **24.03 DIS - Authorization to Purchase Instructional Equipment from Fisher Scientific for New Construction ABC Biology Building at Orange Coast College**

**Meeting**            Oct 6, 2010 - Regular Meeting

**Category**           24. Buildings and Grounds Approvals

**Access**             Public

**Type**                Action

**Authorization to Purchase Instructional Equipment from Fisher Scientific for New Construction ABC Biology Building at Orange Coast College.**

1.    **Background:** Public Contract Code Section 20652 provides authority for the governing boards of any community college district without advertising for bids, the use of other public agencies contracts for the lease or purchase of equipment when the board has determined it to be in the best interest of the district. Fisher Scientific was awarded a U.S. Communities Contract for Science Instructional Equipment.
2.    **Goal/Purpose:** To provide the new ABC Biology Building with instructional equipment.
3.    **Comments:** ABC Biology Building Instructional Equipment
4.    **Recommendation Statement:** After review by the Vice President, OCC Administrative Services, Director of Purchasing and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the purchase for instructional equipment from Fisher Scientific, Inc utilizing the U.S. Communities Contract for the new Consumer Health & Science Lab Biology Building (ABC Building).

**Fiscal Impact:** NTE \$275,000    (Measure C – General Obligation Bond  
   Fund & 08/09 State Capital Outlay)  
   Master Plan Approved Project  
   OCC Science Facilities  
   OCC New Consumer Health & Science Building – New Construction (ABC Building)

**Subject**            **24.04 DIS - Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Vision 2020 - Determination of Academic and Support Services Space Needs**

Meeting            Oct 6, 2010 - Regular Meeting  
Category           24. Buildings and Grounds Approvals  
Access             Public  
Type                Action

**Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Vision 2020 – Determination of Academic and Support Services Space Needs**

**1. Background:**

The Educational Master Planning efforts of the Coast Community College District require that the District quantify the capacities for growth for each college separately relative to headcount and weekly student contact hours. This allows for conceptual instructional program parameters to be translated into forecasted growth potential, and it will subsequently be utilized to identify academic and support services facility needs through the year 2020 for each college separately. This is a key component in the integration of the Educational and Facilities Master Plan.

**2. Goal/Purpose:**

Integration of Educational Master Plan and Facilities Master Plan as set forth in *Vision 2020*.

**3. Comments:**

None

**4. Recommendation Statement:**

After review by the Vice Presidents of Administrative Services for Orange Coast College, Golden West College and Coastline College and Assistant Director of Facilities, Planning and Construction, it is recommended by the Chancellor that authorization be given to employ Cambridge West Partnership, LLC for determination of academic and support services space needs as part of the District's overall vision plan – *Vision 2020*.

The scope of service is to include the following tasks:

Determination of Academic and Support Services Space Needs

Fees:                \$19,700

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

**Fiscal Impact:** Not to Exceed \$19,700            (Capital Outlay Funds)

<b>Subject</b>	<b>24.05 DIS - Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Vision 2020 - Facilities Master Plan</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	24. Buildings and Grounds Approvals
Access	Public
Type	Action

## **Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Vision 2020 – Facilities Master Plan**

### **1. Background:**

Cambridge West Partnership, LLC will update the Facilities Master Plan as part of the District's overall vision plan - Vision 2020. The comprehensive plan is inclusive of two components as summarized below. An assessment, analysis, and projections will be completed for each site (Coastline, Golden West, Orange Coast, and District operations) and assembled into an overall District-wide Facilities Master Plan.

#### Component A: Development of the Facilities Master Plan

This component will translate the campus-specific vision and program projections set forth in the Educational Master Plan into the need for educational "space". In addition to the needs assessment through 2020, CWP will provide recommendations for sequencing and phasing of projects, estimation of project costs, and financing strategies.

#### Component B: Architectural Support for the Facilities Master Plan

The Facilities Master Plan will be supported by conceptual renderings that depict the locations of planned new construction, renovation, demolition, and site improvements. Where appropriate (substantial changes), architectural support will be graphically addressed. In other cases, conditions will be addressed via narratives.

### **2. Goal/Purpose:**

To develop a Facilities Master Plan in support of the Educational Master Plan. This is part of the District's *Vision 2020* planning effort.

### **3. Comments:**

None

### **4. Recommendation Statement:**

After review by the Vice Presidents of Administrative Services for Orange Coast College, Golden West College and Coastline College and Assistant Director of Facilities, Planning and Construction, it is recommended by the Chancellor that authorization be given to employ Cambridge West Partnership, LLC for an update of the Facilities Master Plan as part of the District's overall vision plan – Vision 2020.

The scope of service is to include the following tasks:

Component A: Development of the Facilities Master Plan

Fees for Component A: \$78,200

Component B: Architectural Support for the Facilities Master Plan

Fees for Component B: \$67,500

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

**Fiscal Impact:** Not to Exceed \$145,700 (Capital Outlay Funds)

<b>Subject</b>	<b>24.06 DIS - Approval of Takeover Agreement between Coast Community College District and International Fidelity Insurance Company for Completion of Orange Coast College Softball Field, Bid No. 1964</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	24. Buildings and Grounds Approvals
Access	Public
Type	Action

**Approval of Takeover Agreement between Coast Community College District and International Fidelity Insurance Company, for Completion of Orange Coast College Softball Field, Bid No. 1964**

**1. Background:**

On January 21, 2010, MJ Contractors, Inc. (MJC) was formally terminated by Coast Community College District for failure to complete the Orange Coast College Softball Project. Prior to termination, substantial completion had been achieved on this project and a formal Notice of Completion filed with the County of Orange. However, after filing the Notice of Completion, the District received numerous stop notices by MJC subcontractors. In addition, the Inspector of Record identified that the concrete site-work and sheet metal roofing did not comply with the Division of State Architect (DSA) approved plans. These findings lead MJC to seek relief from their performance and payment bond holder, International Fidelity Insurance Company. The resolution of these outstanding issues have not impacted the use of the field, however they are required in order to certify this project with DSA.

**2. Goal/Purpose:**

Close and certify construction of the Orange Coast College Softball Field with the Division of State Architects.

**3. Comments:**

Use of the field must be temporarily suspended to complete the required repairs, and the next two months will provide the least impact to the athletic program.

**4. Recommendation Statement:**

After review by the Assistant Director, District Facilities, Risk Services Manager, and District General Counsel, it is recommended by the Chancellor that the board approve the Takeover Agreement between Coast Community College District and International Fidelity Insurance Company, effective October 7, 2010, to complete the Orange Coast College Softball Field (Bid No. 1964). International Fidelity Insurance Company agrees to complete the duties and obligations arising under the terminated Contractor's Agreement, with MJ Contractors, in exchange for the outstanding contract payments as outlined in the attached agreement. Under this agreement, the project will be completed on or before December 31, 2010. (See Attachment # 3)

**Fiscal Impact:** None

## **25. General Items of Business**

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<b>Subject</b>	<b>25.01 OCC - Approval of 2010-2011 Articulation and Transfer Center Plan</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	25. General Items of Business
Access	Public
Type	Action

It is recommended that the 2010-2011 Articulation and Transfer Center Plan be approved which includes the Articulation and Transfer Center Activities and Services provided as required by the California Code of Regulations to meet Title 5 Section 51027 standards. (See Attachment # 15)

### **File Attachments**

[Transfer Center Articulation Goals 2010-2011.doc \(57 KB\)](#)

**Subject**            **25.02 CCC - 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**

**Meeting**            Oct 6, 2010 - Regular Meeting

**Category**            25. General Items of Business

**Access**             Public

**Type**                Action

**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 has developed 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 # 9)

**5. Fiscal Review and Impact:** Gross Income of \$13,200 per year.

**Subject**            **25.03 DIS - Bid Tabulations and Award of Contract: Golden West College New Media Production Facility; Bid No. 1984**

Meeting            Oct 6, 2010 - Regular Meeting

Category           25. General Items of Business

Access             Public

Type                Action

**Bid Tabulations and Award of Contract: Golden West College New Media Production Facility; Bid No.1984**

**1. Background.** Bid #1984 was advertised on August 16, 2010 and August 23, 2010. Six (6) bid packages were mailed to prospective bidders and three (3) bidders responded. Prospective bidders were required to bid for three (3) different lots; cameras, control room/edit bays and studio lighting to include audio visual support electronics. Bids were publically opened on August 31, 2010.

**2. Goal/Purpose.** The goal was to solicit comprehensive responses from prospective bidders on the original specifications with a realistic design that keeps the cost of the project within budget, yet permits the new studio to begin operation as a fully functional facility.

**3. Comments:** The award criteria, as specified in the Special conditions, stated that this bid would be awarded by lot and that each lot would be awarded independently of each other. After an extensive analysis of the bids by the evaluation committee, it was determined that VMI met or exceeded our specifications. The other two bidders (Snader and TV Pro Gear) offered components that could not function within the scope of this project and would result in incompatible components as well as a higher cost. (i.e., cameras would not be able to connect to monitors, incorrect fiber optic cable media which added cost to the project.) Bid results shown below:

VMI Incorporated	Lot #1 \$214,968.00
11258 Monarch Ave, Ste A	Lot #2 \$153,699.00
Garden Grove, CA 92841	<u>Lot #3 \$ 24,782.50</u>
<b>Total:</b>	<b>\$393,449.50</b>

Snader and Associates	Lot#1 \$219,345.00
1434 East 33 <sup>rd</sup> Street	Lot#2 \$211,600.00
Signal Hill, CA 90755	<u>Lot#3 \$ 45,473.00</u>
<b>Total:</b>	<b>\$476,418.00</b>

TV Pro Gear	Lot#1 \$255,496.00
1630 Flower Street	Lot#2 \$231,005.00
Glendale, CA 91201	<u>Lot#3 \$ 30,950.00</u>
<b>Total:</b>	<b>\$517,451.00</b>

**4. Recommendation Statement:** After analysis and review by the Senior Information Systems Technician and the Dean of the New Media Center at Golden West College, Director of Purchasing and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board award all three lots to VMI Incorporated.

**5. Fiscal Review and Impact:** NTE \$393,450.00 ( Measure C – General Obligation Bond Fund & 08/09 State Capital Outlay)

Master Plan Approved Project  
GWC Learning Resource Center

## 26. Resolutions

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**Subject**            **26.01 Resolution # 10-20, Adopting the Board of Trustees' Meeting Schedule for Calendar Year 2011**

**Meeting**           **Oct 6, 2010 - Regular Meeting**

**Category**          **26. Resolutions**

**Access**            **Public**

**Type**               **Action**

**Resolution # 10-20, Adopting the Board of Trustees' Meeting Schedule for Calendar Year 2011**  
(See Attachment # 1)

**File Attachments**

[Approved Resolution 10-20 Board Meeting Dates 2011.pdf \(208 KB\)](#)

**Subject**            **26.02 Resolution # 10-21, Correcting Appropriation Limit, Gann Initiative for 2010-2011**

**Meeting**            Oct 6, 2010 - Regular Meeting

**Category**           26. Resolutions

**Access**             Public

**Type**                Informative Reports

**Resolution # 10-21, Adopting the Corrected Appropriation Limit, Gann Initiative for 2010-2011**

In accordance with Senate Bill 1352, Chapter 1205 of 1980, the Board is required to establish by Resolution an appropriation limit for the fiscal year 2010-2011. Additional legislation (AB198, SB98 and AB751) changed the method for calculating the Gann Limit for Community Colleges. Districts are now required to report the new appropriations limit in a manner prescribed by the Chancellor's Office for 1997-1998.

Due to a calculation error, the following resolution corrects the Gann Limit for 2010-2011 to \$242,932,048.

Documentation for the establishment of these limits had been posted for 18 working days prior to this Board meeting.

After review by the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the following Resolution establishing the appropriation limit be adopted as required by law. (See Attachment # 2)

File Attachments

[Approved Resolution 10-21 Gann Initiative Correction.docx \(12 KB\)](#)

**Subject**            **26.03 Resolution # 10-22, Supporting Proposition 24, The Tax Fairness Act**  
**Meeting**           **Oct 6, 2010 - Regular Meeting**  
**Category**          **26. Resolutions**  
**Access**            **Public**  
**Type**               **Action**

**Resolution # 10-22, Supporting Proposition 24, The Tax Fairness Act**  
(See Attachment # 8)

File Attachments

[Approved Resolution Proposition 24.pdf \(186 KB\)](#)

**Subject**            **26.04 Resolution # 10-23, Supporting Proposition 25, The Majority Vote for the Legislature to Pass the Budget Act**

**Meeting**            Oct 6, 2010 - Regular Meeting

**Category**           26. Resolutions

**Access**             Public

**Type**                Action

**Resolution # 10-23 Supporting Proposition 25, The Majority Vote for the Legislature to Pass the Budget Act**  
(See Attachment # 7)

File Attachments

[Approved Resolution Proposition 25.pdf \(190 KB\)](#)

## 27. Approval of Minutes

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**Subject**            **27.01 Approval of Minutes**  
**Meeting**            Oct 6, 2010 - Regular Meeting  
**Category**           27. Approval of Minutes  
**Access**             Public  
**Type**                Action

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

Special Meeting of August 26, 2010  
Special Meeting of August 27, 2010  
Special Meeting of September 8, 2010  
Regular Meeting of September 15, 2010

### File Attachments

[Min 8-26-10 Special Meeting.pdf \(26 KB\)](#)

[Min 8-27-10 Special Meeting.pdf \(31 KB\)](#)

[Min 9-8-10 Special Meeting.pdf \(16 KB\)](#)

[Min 09-15-10 Regular Meeting.pdf \(749 KB\)](#)

## **28. Close of Meeting**

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<b>Subject</b>	<b>28.01 - 28.02 Close of Meeting</b>
Meeting	Oct 6, 2010 - Regular Meeting
Category	28. Close of Meeting
Access	Public
Type	Action

### **28.01 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 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.*

### **28.02 Adjournment**



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**Special Meeting**  
**Board of Trustees**  
**Coast Community College District**  
**August 26, 2010 at 8:30 a.m.**  
**Board of Trustees Office Conference Room**  
**MINUTES**

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1. **Call to Order** – Board President Patterson called the meeting to order at 8:30 a.m.

2. **Roll Call**

Trustees Present: Jerry Patterson, Mary Hornbuckle, Walter Howald, Jim Moreno  
and Lorraine Prinsky

Trustees Absent: None

3. **Opportunity for Public Comment**

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

4. **Convene to Closed Session**

The meeting convened to Closed Session at 8:37 a.m.

5. **Reconvene to Open Session**

The meeting reconvened to Open Session at 4:45 p.m.

6. **Report of Action from Closed Session**

There was no report of action from Closed Session.

7. **Adjournment**

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

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno and Dr. Prinsky

No: None

Absent: Ms. Hornbuckle, Mr. Howald

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Secretary of the Board of Trustees

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**Special Meeting**  
**Board of Trustees**  
**Coast Community College District**  
**August 27, 2010 at 8:30 a.m.**  
**Board of Trustees Office Conference Room**  
**MINUTES**

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1. **Call to Order** – The meeting was called to order by Board President Patterson at 8:31 a.m.

2. **Roll Call**

Trustees Present: Jerry Patterson, Mary Hornbuckle, Walter Howald, Jim Moreno and Lorraine Prinsky

Trustees Absent: None

3. **Opportunity for Public Comment**

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

4. **Extension of Effective Date of Implementation of Amendment to Board Policy 010-2-7, adopted on August 4, 2010**

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted to extend the effective date of the Amendment to Board Policy 010-2-7 from August 31, 2010 to December 3, 2010.

Motion carried with the following vote:

Aye: Mr. Patterson, Ms. Hornbuckle, Mr. Moreno and Dr. Prinsky

No: None

Abstain: Mr. Howald

Absent: None

5. **Recess to Closed Session**

The meeting convened to Closed Session at 8:34 a.m.

6. **Reconvene to Open Session**

The meeting reconvened to Open Session at 4:30 p.m.

7. **Report of Action from Closed Session**

There was no report of action from Closed Session.

8. **Adjourn**

There being no further business, it was moved by Mr. Howald and seconded by Mr. Moreno to adjourn the meeting.

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Motion carried with the following vote:

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

The meeting adjourned at 4:35 p.m.

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Secretary of the Board of Trustees

## **Special Meeting**

Board of Trustees

Coast Community College District

District Board Room

Wednesday, September 8, 2010, 3:30 p.m.

## **Minutes**

A Special Meeting of the Board of Trustees of the Coast Community College District was held on September 8, 2010 in the Board Office at the District Office.

### **1. Call to Order**

Board President Jerry Patterson called the meeting to order at 3:30 p.m..

### **2. Roll Call**

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

Trustees Absent: None

### **3. Opportunity for Public Comment**

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

### **4. Convene to Closed Session**

The meeting convened to Closed Session at 3:31 p.m. to discuss the following items:

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

Positions: Vice Chancellor of Finance and Administrative Services  
Vice Chancellor of Educational Services and Technology

- b. Conference with Labor Negotiations (Pursuant to Government Code Section 54957.6)

Agency Negotiators: Jerry Patterson, Board President, and Dr. Ding-Jo Currie,  
Chancellor

**5. Reconvene to Open Session**

The meeting reconvened to Open Session at 4:20 p.m.

**6. Report of Action from Closed Session**

Board President Patterson reported that the Board voted 5-0 to unanimously appoint Mr. Nabil Abu-Ghazaleh as Vice Chancellor of Educational Services and Technology.

Motion carried with the following vote:

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

Mr. Patterson also reported that the Board voted 3-0 to unanimously appoint Mr. Andrew Dunn as Vice Chancellor of Finance and Administrative Services.

Motion carried with the following vote:

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

**7. Approval of Employment Agreement for Vice Chancellor of Finance and Administrative Services**

It was moved by Dr. Prinsky and seconded by Mr. Moreno to approve the Employment Agreement with Mr. Andrew Dunn for the position of Vice Chancellor of Finance and Administrative Services.

Motion carried with the following vote:

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

**8. Approval of Employment Agreement for Vice Chancellor of Educational Services and Technology**

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Employment Agreement with Mr. Nabil Abu-Ghazaleh for the position of Vice Chancellor of Educational Services and Technology.

Motion carried with the following vote:

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

**9. Welcome Reception for new Vice Chancellors**

Board President Patterson introduced Mr. Nabil Abu-Ghazaleh and Mr. Andrew Dunn and announced there would be a reception to welcome them both to the Coast Community College District.

**10. Adjournment**

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

Motion carried with the following vote:

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

The meeting was adjourned at 4:35 p.m.

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Secretary of the Board of Trustees



**Regular Meeting**  
**Board of Trustees**  
**Coast Community College District**

District Board Room

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

September 15, 2010

**MINUTES**

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on September 15, 2010 in the Board Room at the District Office.

**1.00 Preliminary Matters**

**1.01 Call to Order**

Board President Jerry Patterson called the meeting to order at 5:02 p.m.

**1.02 Roll Call**

Trustees Present: Jerry Patterson, Jim Moreno, Walt Howald, Lorraine Prinsky,  
Mary Hornbuckle and Student Trustee Lee Fuller

Trustees Absent: None

**1.03 Public Comment (Closed Session – Items on Agenda)**

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

**1.04 Recess to Closed Session**

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

The Board recessed to Closed Session at 5:03 p.m. to discuss the following items:

**1.0 4.01 Public Employment** (Pursuant to Government Code 54957 (b) (1))

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
6. Classified Management
7. Classified Staff
8. Reclassification and Reorganization/Reassignment
  - a. Staff Aide
9. Classified Temporary Assignments
  - a. Information Systems Tech II
  - b. Web/Multimedia Programmer
  - c. Maintenance, Skilled
  - d. Executive Assistant to the President
  - e. Student Financial Aid Coordinator
  - f. Information Systems Tech. Sr.
  - g. Child Care Eligibility Specialist
  - h. Staff Specialist
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

**1.04.02 Conference with Legal Counsel: Existing Litigation**

(Pursuant to sub-section "a" of Government Code Section 54956.9)

Jacobson v. Coast Community College District (Arbitration)  
Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)  
Coast Community College Association vs. Coast Community College District, PERB Case#LA-CE-54-36-E  
Coast Community College District vs. MEP, Inc. et al., Orange County Superior Court Case No. 30-2010-00380564

**1.04.03 Public Employee Discipline/Dismissal/Release**

(Pursuant to Government Code Section 54957)

**1.04.04 Conference with Labor Negotiator**

(Pursuant to Code Section 54957.6)

Agency Negotiator: Deborah Hirsh, 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**

The meeting was reconvened to Open Session at 6:35 p.m.

**1.06 Pledge of Allegiance – Trustee Jerry Patterson**

Trustee Jerry Patterson led the Pledge of Allegiance to the United States.

**1.07 Report of Action from Closed Session**

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Dr. Prinsky and seconded by Mr. Howald, the Board voted unanimously to approve Agenda Item 1.04.01 Public Employment (See Appendix pages 14-19)

Motion carried with the following vote:

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

**1.08 Public Comment (Open Session – Items on Agenda)**

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

**1.09 Presentations, Ceremonial Resolutions and Public Hearings**

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

Classified Management

Cheryl Blocker, DIST, District Accounting Manager, retirement effective 11/13/2010

**2.0 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)*

**22.02 Official Public Hearing and Adoption of the 2010-2011 Budget for the Coast Community College District**

At 6:45 p.m., Board President Patterson with unanimous consent by the Board, moved Agenda Item 22.02 Official Public Hearing and Adoption of the 2010-2011 Budget for the

Coast Community College District forward and opened the Public Hearing. (A copy of the 2010-2011 Budget is on file in the Board of Trustees' Office.)

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

The Board of Trustees received a report on the District Budget from Dr. Currie and Mr. Brahmbhatt.

On a motion by Mr. Moreno and seconded by Mr. Fuller, the Board voted to adopt and file the 2010-2011 Budget of the Coast Community College District with the State Chancellor's Office and the Orange County Department of Education.

Motion carried with the following vote:

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

Board President Patterson closed the Public Hearing at 7:20 p.m.

#### **2.01 Report from the Chancellor**

Dr. Ding-Jo H. Currie, Chancellor, provided a report to the Board

#### **2.02 Reports from the Presidents**

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

Dr. Loretta Adrian, Coastline Community College  
Dr. Dennis Harkins, Orange Coast College  
Wes Bryan, Golden West College

#### **2.03 Reports from the Officers of Student Government Organizations**

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

David Salai, ASG President, Golden West College  
Lisa Okamoto, ASG President, Coastline Community College  
Catherine Tran, ASOCC President, Orange Coast College

#### **2.04 Reports from the Academic Senate Presidents**

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

Vesna Marcina, Orange Coast College (OCC) Academic Senate President  
Theresa Lavarini, Golden West College (GWC) Academic Senate President  
Nancy Jones, Coastline Community College (CCC) Academic Senate President

#### **2.05 Reports from Employee Representative Groups**

Reports were provided by the following Employee Representative Groups:

Barbara Price, President, Coast Community College Association/California Teachers Association – National Education Association (CCCA/CTA-NEA)

Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE)

**2.06 Reports from the Board of Trustees**

Board members provided individual reports.

**2.07 Reports from the Board Committees & Review of Board Committee Meeting Dates**

The Board reviewed the dates of the upcoming Board Committee meetings.

**2.08 Quarterly Financial Status Report**

On a motion by Mr. Fuller and seconded by Dr. Prinsky, the Board voted to receive and file the Quarterly Financial Status Report with the State Chancellor's office.

Motion carried with the following vote:

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

**3.0 Matters for Review, Discussion and/or Action**

**3.01 Review of Board Meeting Dates**

The Board reviewed the scheduled Board Meeting dates for FY 2010/2011 as presented in the September 15, 2010 Agenda.

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

The Board reviewed the scheduled Board Meeting dates and conferences for the AACC, ACCT, and the CCLC.

**3.03 Opportunity for the Board to Review the Board Directives Log**

The Board reviewed and discussed the items on the Board Log.

On a motion by Dr. Prinsky and seconded by Mr. Howald, the Board requested Dr. Currie provide an update from the November 2009 report on OCC Student Funding matters.

Motion carried with the following vote:

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

**3.04 Review of Buildings and Grounds Reports**

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the September 15, 2010 Agenda.

#### **4.00 Consent Calendar**

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the Consent Calendar as presented in the September 15, 2010 Agenda.

Motion carried with the following vote:

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

#### **20.0 Action Items – Approval of Agreements**

##### **20.01 CCC - Approve Agreement between Advanced American Academy and the Coast Community College District to Enter into a Revenue Sharing Relationship from the Delivery of the International Nurses Transitional Program and English as a Second Language Training Programs**

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the Agreement between Advanced American Academy and the Coast Community College District to enter into a Revenue Sharing Relationship from the Delivery of the International Nurses Transitional Program and English as a Second Language Training Programs. The purpose of this Agreement is to establish a net revenue arrangement whereby Coastline and AAA agree to equally share in the net revenue earned by Coastline arising from fee-based student enrollment or contract income in the INTP and related English as a Second Language (ESL) training programs for nurses and health care workers. The Agreement defines net revenue and outlines the responsibilities of each Party. The term of the Agreement shall be from September 16, 2010 through September 15, 2015. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: No cost to District; no anticipated revenue in year one.

Motion carried with the following vote:

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

##### **20.02 CCC - Approve Agreement between Santa Clarita Community College District and the Coast Community College District to Apply for Grant Funding for Closed-Captioning of Psychology Videos**

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Agreement between Santa Clarita Community College District and the Coast Community College District to apply for grant funding for the closed-captioning of one psychology course. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Cost to Coastline is a one-time payment of \$396.75, subject to 100% reimbursement from the State of California pursuant to the Distance Education Captioning and Transcription Grant.

Motion carried with the following vote:

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

**20.03 CCC - Approve Agreement between County of Orange and the Coast Community College District in Providing Specialized Services to Recently Separated Veterans**

It was moved by Mr. Howald and seconded by Dr. Prinsky to approve the Agreement between the County of Orange and the Coast Community College District to provide specialized services to recently separated Veterans. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Gross Income of \$222,000

Motion carried with the following vote:

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

**20.04 CCC- Approve Agreement between the ECCO Restaurant and Coast Community College District**

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle to approve the Agreement between the ECCO Restaurant in Costa Mesa and the Coast Community College District to hold a Coastline Community College Alumni Reception. The Board President, or designee, is authorized to accept the Terms and Conditions and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Expenses NTE \$2,050 to be paid from College Master Plan Initiative #15 funds.

Motion carried with the following vote:

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

**20.05 CCC - Approve Memorandum of Understanding between Fairview Developmental Center and the Coast Community College District**

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Memorandum of Understanding between Fairview Developmental Center and the Coast Community College District. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None

Motion carried with the following vote:

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

**20.06 CCC - Approve Agreement between Mile Square Golf Course and the Coast Community College District in Hosting an EOPS Awards Breakfast**

It was moved by Mr. Fuller and Ms. Hornbuckle to approve the Agreement between The Board President, or designee, is authorized to sign the agreement Mile Square Golf Course and the Coast Community College District for catering and banquet facilities. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: NTE \$1,650 to be paid by EOPS funds

Motion carried with the following vote:

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

Fiscal Review: None

**21.00 Action Items – Buildings and Grounds Approvals**

**21.01 DIS - Authorization to Purchase Audio Visual Equipment and Material for Audio/Visual Media Smart Classroom Carts from Digital Networks Group, Inc for New Construction ABC Building at Orange Coast College**

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the purchase for audio/visual media smart classroom carts, equipment and material and installation from Digital Networks, Inc for the new Consumer Health & Science Lab Building (ABC Building).

Fiscal Impact: NTE \$400,000 (Measure C – General Obligation Bond Fund & 8/9 State Capital Outlay)

Master Plan Approved Project  
OCC Science Facilities  
OCC New Consumer Health & Science Building –  
New Construction (ABC Building)

Motion carried with the following vote:

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

**21.02 DIS - Authorization to File Notice of Completion**

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle 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.

OCC Student Center Swing Space: Bid No. 1974

Contractor: Bergelectric Corporation (Category A – Electrical)

Contractor: HPS Mechanical Inc. (Category B – Plumbing)

Contractor: GCI Construction (Category C – Grading/Site Utilities/Asphalt)

Motion carried with the following vote:

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

**21.03 DIS - Approve Change Order No. 1; Orange Coast College Student Center Renovation; Bid No. 1975**

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller that authorization be given for Change Order No. 1 to Orange Coast College Student Center Renovation; Bid No. 1975. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents.

Continental Plumbing, Inc. – Category O – Plumbing/Site Utilities

Cost to relocate the gas main outside of the building expansion footing for code compliance.

Pursuant to RFI #36 \$21,047

Contract Amount: \$227,461 (C.O. 1: 9.3% Increase)

Total Change Orders: \$21,047 (9.3% Increase)

Fiscal Impact: \$21,047 (Measure C – General Obligation Bond Fund & ASOCC Funds)  
Master Plan Approved Project  
OCC Upgrade Student Services  
OCC Student Center

Motion carried with the following vote:

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

**21.04 DIS - Approve Change Order No. 3; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965**

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle that authorization be given for Change Order No. 3 to Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965 as described in the Change Order document. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents

(1) Cosco Fire Protection – Category Q – Fire Protection

Per Construction Change Directive #50R1      \$34,426

Contract Amount: \$372,477 (C.O. 3: 9.2% Increase)

Total Change Orders: \$34,426 (9.2% Increase)

(2) Bergelectric Corporation – Category T – Electrical/Fire Alarm/Low Voltage Systems

Repairs pursuant to “Berg Work Order #11969”      \$59,525

Contract Amount: \$3,310,000 (C.O. 3: 1.8% Increase)

Total Change Orders: \$59,525 (1.8% Increase)

Fiscal Impact: \$93,951      (Measure C – General Obligation Bond Fund)  
    Master Plan Approved Project  
    OCC Science Facilities  
    OCC New Consumer Health & Lab Science Building –  
    New Construction (OCC ABC Building)

Motion carried with the following vote:

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

**21.05 DIS - Bid Tabulations and Award of Contract: Coastline Community College  
 Newport Beach Learning Center, Increment I – Rebid Earthwork/Grading; Bid No.  
 1986**

It was moved by Mr. Moreno and seconded by Mr. Howald that a contract be awarded to Crew, Inc. as the lowest qualified base bid of \$137,400 as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

Base Bid

Category C – Earthwork/Grading

- |    |   |                  |
|----|---|------------------|
| 1. | <b>Crew, Inc.</b><br><b>19618 S. Susana Rd., Rancho Dominguez, CA 90221</b> | <b>\$137,400</b> |
| 2. | Doja, Inc., Ontario, CA 91762   | \$150,190        |
| 3. | Earth Construction & Mining, Garden Grove, CA 92841                         | \$239,000        |

Fiscal Impact: \$137,400      (Measure C – General Obligation Bond Funds)  
    Master Plan Approved Project  
    CCC Newport Beach Learning Center

Motion carried with the following vote:

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

## 22.0 General Items of Business

### 22.01 DIS - Authorization to Fund, as Recommended, the Retiree Health Benefits Liabilities for the District in Order to Meet the Requirements of Government Accounting Standards Board (GASB) 45

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to authorize implementation of the recommendations as amended to mitigate Retiree Health Benefits Liabilities for the District.

Recommendation #1: Past Service Liabilities as of May 1, 2010 (\$90,466,126)

- Continue contribution of \$1.2 million savings from KOCE.
- Continue \$480,000 contribution from land development.
- Continue accumulate earnings in the account.
- Redirect KOCE note repayment of \$500,000 beginning 2011-12 or anytime the financial position stabilizes for the District.

Recommendation #2: Active Employees' Liabilities (normal cost, \$3,680,915 on yearly basis)

- Continue 2% of ~~contract~~ salaries of all district employees who are eligible for benefits towards normal cost.
- Continue contribution up to \$1 million from ending balance over and above designated reserve for contingency. (6.3%)

Recommendation #3: Deposit \$12,505,023 currently available at County Treasury, after approval of the 2010-11 State budget, into irrevocable trust to minimize the annual-required contribution and to maximize interest earnings in the account.

Recommendation #4: Contributions during the year at County Treasury be withheld and deposited into irrevocable trust after approval of the State budget for the following year. For example, all contributions collected for 2010-11 are deposited in irrevocable trust after approval of the State budget for 2011-12.

A statement from Dean Mancina, President, Coast Federation of Educators (CFE) is attached to the record (Appendix pages 21-22)

Fiscal Impact: 2.0% of all contract employee salaries and up to an additional \$1.0 million from ending balance.

Motion carried with the following vote:

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

### 22.03 Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services

It was moved by Dr. Prinsky and seconded by Mr. Fuller to approve following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2010-2011. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of

services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price. The Board President, or designee be authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

Southwest Mobile Storage Inc.  
9551 Lucas Ranch Road  
Rancho Cucamonga CA 91730

Costco Wholesale Corp.  
999 Lake Drive  
Issaquah WA 98027

Motion carried with the following vote:

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

#### **23.00 Approval of Minutes**

##### **23.01 Approval of Minutes for the September 1, 2010 Board Meeting**

It was moved by Mr. Fuller and seconded by Dr. Prinsky to approve the minutes of the September 1, 2010 Board Meeting.

Motion carried with the following vote:

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

#### **24.00 Close of Meeting**

##### **24.01 Public Comment (Items Not on the Agenda)**

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

##### **24.02 Adjournment**

There being no further business, it was moved by Mr. Fuller and seconded by Mr. Patterson that the meeting be adjourned in the memory of Vida Greer-Martin.

Motion carried with the following vote:

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

The meeting was adjourned at 9:01 p.m.

**Appendices**

	Page
<b>A.</b> Public Employment Report.....	14-19
<b>B.</b> Statement by Dean Mancina, President, CFE.....	20-21

## 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.

### GOLDEN WEST COLLEGE

#### NEW CLINICAL SITE ORIENTATIN-NURSING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Rojas, Cheryl	08/17/10	08/18/10	PDM	\$44.36

Justification: Late request

### ORANGE COAST COLLEGE

#### PHOTO GALLERY EXHIBITIONS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kraft, Richard	10/01/10	11/30/10	PDM	\$43.55

#### INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Goldson, Daniel	08/30/10	12/19/10	IUM	\$1514.00	Theatre Arts

Justification: Late paperwork from Department

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/30/10 to 12/19/10** 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

<u>Name</u>	<u>LHE</u>
Lawler, William	1.00
Shaughnessy, Michael	1.83

Justification: Additional class added

OCC

<u>Name</u>	<u>LHE</u>
Bagatourian, Linda	1.75
Wickremesinghe, Manoj	2.00

Justification: Late paperwork from Department

**2. Substitute Faculty**

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2010-11 academic year.

Coastline College

Crowley, Erin  
Menchaca, Jessica  
Shepard, Sue

Golden West College

Gonzalez, Arnulfo

**3. Full time Faculty**

None.

**4. Part time Faculty**FALL

Assignments during the period **08/30/10-12/19/10** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

Coastline College

<u>Name</u>	<u>LHE</u>
Andeson, Rachel	3.000
Cross, Kristy	2.250

Justification: Emergency hire

Chen, Eric	3.750
Matar, Fadi	3.000

Justification: Due to increase enrollments

Golden West College

<u>Name</u>	<u>LHE</u>
Whitchurch, Chuck	6.000
Zugates, Michael	6.000

Justification: Submitted paperwork after deadline

Adams, Brittany	4.500
Black, James	6.350
Bravek, Lester	6.250

Burger, Alice	3.670
Castro, William	6.350
Chhun, Surya	9.000
Crescimanno, Annamaria	9.000
Filippelli, Louis	5.380
Hodjera, Eva	6.000
Jaramillo, Eli	7.750
Lee, Doye	6.200
Leggitt, Angeli	5.330
Mucciario, Paula	4.880
Ready, John	10.000
Vasilik, Richard	6.350

Justification: Late paperwork from Division

#### Orange Coast College

<u>Name</u>	<u>LHE</u>
Bandaruk, Theodore	9.000
Ford, James	6.000
Kimball, Donald	5.250
Law, Jerry	9.000
Rosen, Lugene	8.000
Williams, Sherry	6.000

Justification: Late paperwork from Department

McClure, Kristen	8.000
OGrady, Jennifer	4.000
Prioleau, Paul	4.063
Pullman, Lori	8.500
Taylor, Hiba	4.000

Justification: New hires processed papers late

#### **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 Lateral Reassignments

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Duarte, Teresa	GWC	Instr Assoc-Bus Educ E-48	Staff Aide E-48	09/16/10

## 9. Classified Temporary Assignments

It is recommended that authorization be given for the following changes for Classified Staff working temporarily Out of Class (minimum of 7.5% differential):

### Extend End Dates for Out of Class Assignments

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Plcmt</u>
Cobian, Gabriel	GWC	Information Systems Tech I	Information Systems Tech II	Extend from 09/30/10 to 12/31/10	E-59-01
Johnson, Daniel	GWC	Sports Info/Mkt Assistant	Web/Multimedia Programmer	Extend from 09/30/10 to 12/31/10	E-59-03
Macario, Innocente	OCC	Maintenance, General	Maintenance, Skilled	Extend from 09/30/10 to 12/31/10	E-51-03
Montooth, Carisa	OCC	Staff Aide	Executive Assist to the President	Extend from 09/30/10 to 12/31/10	J-58-01
Ngo, Vincent	OCC	Financial Aid Specialist, Sr	Student Fin Aid Coordinator	Extend from 09/30/10 to 12/31/10	E-54-05
Spiratos, Jerry	GWC	Information Systems Tech II	Information Systems Tech, Sr.	Extend from 09/30/10 to 12/31/10	E-64-04
Whistler, Jillian	OCC	Child Care Eligibility Asst	Child Care Eligibility Specialist	Extend from 09/30/10 to 12/31/10	E-48-03
Vo, Tuan	GWC	Testing Tech	Staff Specialist	Extend from 09/30/10 to 12/31/10	E-50-04

## 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 110+ are General Fund; 12+ are Categorical or Grant Funds and 8+ indicates Ancillary Funds.) EXTEND is noted when an already approved assignment has an extended end date.

Hourly/Temporary/Instructional/Research Assistant, to provide instructional support services to faculty and instructional divisions by assisting with pre-class preparations, maintaining various school records, scoring tests, tutoring, and coordinating instructional materials or equipment in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Booth, Melissa	CCC	09/16/10	06/30/11	110001-801301	M,T,W,TH,F
Bui, Thy-Khue	CCC	09/16/10	06/30/11	110001-804513	M,T,W,TH,F
Dickinson, Taryn	CCC	09/16/10	06/30/11	110001-804513	M,T,W,TH,F
Do, William	GWC	09/16/10	06/30/11	110001-347101	M,T,W,TH,F
Ilagan, Luningning	GWC	09/16/10	12/19/10	120070-314123	M,T,W,TH,F
Kimball, Jameson	OCC	09/16/10	06/01/11	110001-210501	M,T,W,TH,F
Luu, Trang	GWC	09/16/10	06/30/11	124006-361515	M,T,W,TH,F
Sunbury, Gerlinde	CCC	09/16/10	06/30/11	110001-804513	M,T,W,TH,F
Tran, Chau Duc	CCC	09/16/10	06/30/11	110001-804513	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Huynh, Anthony	OCC	09/16/10	06/30/11	127005-258900	M,T,W
Oberlin, Chris	OCC	09/16/10	06/30/11	812020-205401	M,T,W,TH,F
Ponce, Kendall	OCC	08/30/10	06/30/11	330001-259101	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

Kraemer, Emily

### **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

Blaylock, Matthew  
Le, Thu  
Nguyen, Lisa  
Petullo, Megan  
Phu, Ha  
Rosales, Roberto  
Yamamoto, Sanae

##### Orange Coast College

Branson, Laura  
Cao, Tho  
Chu, Yvonne  
Cubillo, Marol  
Edge, Jaime  
Levasseur, Enzo  
Lockridge, Colin  
Moe, Kristie  
Nguyen, Huy  
Nguyen, Phuong  
Nguyen, Thac Thi  
Nguyen, Vinh T.  
Phi, Ha  
Steward, Nicholas  
Sullivan, Casey  
Tolliver, Michelle



**Coast Federation of Educators, AFT Local 1911**

Testimony to the  
CCCD Board of Trustees  
Meeting of September 15, 2010

**Agenda Item #22.01 DIS**

**Authorization to Fund, as Recommended, the Retiree Health Benefits  
Liabilities for the District (Government Accounting Standards Board 45)**

----

**by Dean Mancina, President, Coast Federation of Educators (CFE)**

**Retiree health benefits are very important to CFE members. That's why we negotiated them into our contract agreement with the District.**

As the CFE elected spokesperson for 650 full and part time faculty members, I reviewed this agenda item two weeks ago and expressed CFE's concerns about it. Fourteen days later it's back on your agenda and appears to be relatively unchanged.

Several of us met with the District Executive Management Team earlier this week and discussed our concerns, which are:

1. Why is the fiscal impact amount of pre-funding GASB 45 not listed in this public meeting Board Agenda Item?
2. Why is the recommendation to the Board to approve the pre-funding of GASB 45 coming to the Board at this time, when the state budget hasn't been finalized and the Vice Chancellor of Administrative Services is predicting a budget deficit next year of at least three million dollars? As far as we know, Coast hasn't developed a plan to deal with that deficit.
3. We will have GASB 45 fully pre-funded by 2022, five years faster than we are required to. Why are we pre-funding GASB 45 so aggressively during these fiscally challenging years?
4. We have many potentially "top" priorities in this district at this time, including student and staff technology/equipment,

instructional materials and supplies, management hiring, classified hiring, and full time faculty hiring, for example. These have not been prioritized alongside the pre-funding of GASB 45. Shouldn't we first discuss, debate, and rank all of our top priorities before making a commitment of our scarce dollars..... as it turns out, 2-3 million dollars... that it will cost each year to pre-fund GASB 45 at the accelerated level management proposes?

5. Why would we not wait until the new Vice Chancellor of Administrative Services arrives before tying his hands fiscally by allocating millions of dollars on an ongoing basis to pre-fund GASB 45 at this rate? In other words, what's the rush?

Management's answers to our questions were helpful but, after thoughtful review, did not persuade us to change our position. CFE's opinion is that the consideration by the Board of this agenda item is premature. We therefore do not support it and recommend you continue this item until we reach consensus on the annual level of GASB 45 pre-funding.





**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	9/15/10	Mary Hornbuckle Walt Howald	Vice Chancellor of Human Resources	Request for a brief report on Ratio of Managers to Faculty compared to other districts.	Pending	P
2	9/15/10	Lorraine Prinsky Walt Howald	Chancellor	Request for a future update from November 2009 report on OCC Student Funding matters.	Pending	P
3	5/19/10	Jim Moreno; 2 <sup>nd</sup> Walt Howald	Chancellor / Vice Chancellor of Administrative Services	Provide the Board with a comprehensive report to include a two-year and five-year plan of what the Districts anticipated Information Technology needs are or are projected to be.	Pending	P
4	12/9/09	Lorraine Prinsky; 2 <sup>nd</sup> 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
5	11/18/09	Jerry Patterson; 2 <sup>nd</sup> Mary Hornbuckle	Vice Chancellor of Educational Services and Technology	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
6	8/19/09	Mary Hornbuckle; 2 <sup>nd</sup> 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	P
7	3/5/08	Jerry Patterson; 2 <sup>nd</sup> Walt Howald	Chancellor	Revisit Participatory Governance Policies and Procedures	October 6, 2010	P
8	7/16/08	Walt Howald; 2 <sup>nd</sup> 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 <sup>nd</sup> 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	Pending	P
10	9/17/08	Jim Moreno; 2 <sup>nd</sup> 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.	Pending	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	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

## **RESOLUTION # 10-20**

### **A Resolution of the Board of Trustees of the Coast Community College District Adopting the Board of Trustees' Meeting Schedule for Calendar Year 2011**

**WHEREAS**, Regular Meetings of the Board of Trustees of the Coast Community College District will be set annually by Resolution and be held on the first and third Wednesday of each month, except for January, June, July, and December, which will be monthly; and

**WHEREAS**, Regular Meetings shall commence at 6:30 p.m. when a Closed Session is not scheduled. Regular meetings with a Closed Session will commence at 5:00 p.m. for the Closed Session, with the open portion of the Meeting reconvening at 6:30 p.m.; and

**WHEREAS**, the Board conducts Study Session Regular Meetings in March, August, and October. The March Study Session is devoted primarily to budget matters, and the August and October Study Sessions are open for topics which will be established by the Board; and

**WHEREAS**, Special Meetings may be called by the President of the Board or by a written request by a majority of members, stating the business to be transacted. Special Meetings also may be convened at any time with majority consent of the Board, with at least twenty-four hours notice in compliance with the provisions of the Ralph M. Brown Act; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees does hereby adopt the following schedule of meetings for Calendar Year 2011:

January 19, 2011	Regular Meeting	July 20, 2011	Regular Meeting
February 2, 2011	Regular Meeting	August 3, 2011	Regular/Study Session
February 16, 2011	Regular Meeting	August 17, 2011	Regular Meeting
March 2, 2011	Regular Meeting	September 7, 2011	Regular Meeting
March 16, 2011	Regular/Study Session	September 21, 2011	Regular Meeting
April 6, 2011	Regular Meeting	October 5, 2011	Regular Meeting
April 20, 2011	Service Awards	October 19, 2011	Regular/Study Session
May 4, 2011	Regular Meeting	November 2, 2011	Regular Meeting
May 18, 2011	Regular Meeting	November 16, 2011	Regular Meeting
June 15, 2011	Regular Meeting	December 14, 2011	Regular Meeting

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on October 6, 2010 this Resolution was adopted by the Board by a vote of \_\_\_\_\_.

Aye:

No:

Abstain:

---

**Christian Teeter, PhD., Board Secretary, Board of Trustees**

## **RESOLUTION # 10-21**

### **A Resolution of the Board of Trustees of the Coast Community College District Adopting the Corrected Appropriation Limit, Gann Initiative for 2010-2011**

WHEREAS, Sections 7900 et seq. of the California Government Code requires the governing board of each local jurisdiction, by Resolution to establish maximum appropriation limitations, commonly called "Gann Limits" for the following year, and

WHEREAS, the District must establish a Gann Limit for the 2010-2011 fiscal year in accordance with the provisions of the Gann Amendment and applicable statutory law;

NOW, THEREFORE, the Board of Trustees of the Coast Community College District hereby resolves and declares as follows:

The appropriations limit for 2010-2011 shall be \$242,932,048. The appropriations in the 2010-2011 Budget do not exceed the limitations imposed by the Gann Amendment.

BE IT FURTHER RESOLVED, that the documentations used in determining the appropriations limit shall be available to the public at the Coast Community College District Business Office, 1370 Adams Avenue, Costa Mesa, CA 92626.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on October 6, 2010 this Resolution was adopted by the Board by a vote of \_\_\_\_\_.

Aye:

No:

Abstain:

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**Christian Teeter, PhD., Board Secretary, Board of Trustees**



**COAST COMMUNITY COLLEGE DISTRICT  
ORANGE COAST COLLEGE SOFTBALL FIELD BID 1964  
CATEGORY (C) CONCRETE / MASONRY  
CATEGORY (E) CARPENTRY / STEEL**

**TAKEOVER AGREEMENT**

This Takeover Agreement (the "Agreement") is made and entered into by and between International Fidelity Insurance Company (the "Surety") and the Coast Community College District (the "Owner"). Surety and Owner may be referred to herein individually as "Party", and collectively as "Parties."

**RECITALS:**

WHEREAS, MJ CONTRACTORS, INC. (the "Former Contractor") and the Owner entered into two Contractor Agreements, dated March 4<sup>th</sup>, 2009 (the "Original Contracts"), for the Former Contractor to furnish all labor and material and perform all work for the Orange Coast College Softball Field Bid 1964 Category (C) Concrete / Masonry and the Category (E) Carpentry (collectively referred to as the "Project") in accordance with the terms and provisions of the Original Contracts, including all contract documents forming a part of the Original Contracts;

WHEREAS, as required by law and under the terms of the Original Contracts, Former Contractor and the Surety made, executed and delivered to the Owner a Faithful Performance Bond, Bond No. 0495229 and a Labor and Material Bond, Bond No. 0495229, both in the penal sum of \$290,000 relating to the Category (C) Concrete / Masonry work and a Faithful Performance Bond, Bond No. 0495230 and a Labor and Material Bond, Bond No. 0495230, both in the penal sum of \$190,000 relating to the Category (E) Carpentry / Steel work (collectively referred to as the "Bonds").

WHEREAS, by letter dated January 21, 2010 the Owner terminated the Former Contractor and called upon the Surety to fulfill its obligations as surety under the terms of the Faithful Performance Bonds; and

WHEREAS, the Surety is willing to undertake the completion of the Original Contracts in accordance with the terms of the Faithful Performance Bonds and this Agreement provided that in doing so it will receive the entire Contract Balances hereinafter defined as set forth below and the terms of this Agreement, excepting for a 10% retention amount for each Original Contract, which will be released to Surety upon Project completion and subject to Surety satisfying all outstanding claims, liens, suits, or demands which may presently exist relating to Former Contractor's Original Contracts on the Project. Surety agrees to promptly satisfy any such claims, liens, suits, or demands as a condition precedent to receiving Original Contract Retention Contract Balances it may be entitled to under the Original Contracts.

NOW, THEREFORE, in consideration of the agreements and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy therefore being hereby acknowledged, the Owner and the Surety agree as follows:

## AGREEMENTS:

1. The Surety hereby undertakes to cause the performance of each and every one of the terms, covenants and conditions of the Original Contracts, including all modifications thereto, and agrees to be bound by the Original Contracts. The Owner acknowledges that the Surety, by its execution of this Agreement, is acting in its capacity as the surety for the Former Contractor in making arrangements for the performance and completion of the Original Contracts, and is not acting as a Completion Contractor. The Surety is not assuming any obligations or liabilities beyond those set forth in the Bonds and the Original Contracts and any modifications thereto. As to the completion of the Original Contracts, except as otherwise provided in this Agreement, the Surety is entitled to all rights, title, interest, and obligations of the Former Contractor in and to the Original Contracts in all respects as if the Surety were the original party to the Original Contracts. The term "Contractor" as used in the Original Contracts shall be deemed, after the effective date of this Agreement, to refer to the Surety rather than to the Former Contractor.

2. The Owner expressly acknowledges that the Surety will subcontract the performance of the work under the Original Contracts to a completion contractor (the "Completion Contractor"). The Surety shall satisfy the required insurance obligations under the Original Contracts by providing evidence of the required insurance coverages, including required endorsements carried by the Completion Contractor, with the Surety and Coast Community College District as being named as additional insured under the policy or policies.

3. The Owner and the Surety agree that as of the date of this Agreement:

- (a) The original contract amount for the Category (C) Concrete / Masonry work, including all approved change orders, is the sum of \$290,000;
- (b) The Former Contractor has been paid the sum of \$180,252;
- (c) The contract balance for the Category (C) Concrete / Masonry is \$109,748;
- (d) The original contract amount for the Category (E) Carpentry / Steel work, including all approved change orders, is the sum of \$190,000;
- (e) The Former Contractor has been paid the sum of \$120,550;
- (f) The contract balance for the Category (E) Carpentry / Steel work, including all approved change orders, is the sum of \$69,450.
- (g) The Contract Balance is defined as the total of the contract balances of the two contracts. Contract Balance is \$179,198.

(h) As of the date of the execution of this Agreement, the Owner represents and warrants that, according to the records available to it, the Contract Balance as defined herein is accurate. The Surety reserves the right to verify the accuracy of the Contract Balance. The Surety's sole remedy against the Owner for breach of this representation and warranty is reformation of the Contract Balance to the proper amount.

4. The Owner agrees that the Contract Balance, as adjusted in 3(g), is dedicated to and will be applied to the completion of the Original Contracts pursuant to this Agreement, excepting for the 10% retention of each Original Contract held by Owner pursuant to California law. The Owner shall pay directly to the Surety the Contract Balance, plus or minus any additional amounts of money on account of any modifications requested and authorized by the Owner, as the work progresses. The payment of the Contract Balance to the Surety shall be made in accordance with the terms of the Original Contracts as to the time, amount and method of payment, and no payment shall be delayed by reason of any slow down or cessation of work in connection with the takeover of the Original Contracts by the Surety. The Surety agrees to spend its own funds as may be necessary from time to time to pay for the performance of the Original Contracts by the Completion Contractor in the event that the Contract Balance is insufficient, with any such payments being credited against the penal sum of the Faithful Performance Bond.

5. The Project shall reach **Final** Completion on or before December 31, 2010. Owner hereby grants to the Surety a non-compensable extension of time from the original completion date in the Original Contracts to a now revised Completion Date of December 31, 2010. As consideration for the non-compensable time extension, the Surety, for itself and on behalf of the Former Contractor, hereby waives any right to any claim for any additional time extensions, payments, and/or damages as a result of any delays which may have been caused, in whole or part by the Owner, up to and including the Final Completion date.

6. Insofar as the Owner has **any** right, title or interest therein, the Owner agrees that the Surety and its Completion Contractor shall have the right to use, without charge, any of the equipment, materials and appurtenances furnished or supplied by the Former Contractor which may be stored on or about the premises of the Project site, or materials which may have been fabricated for use in connection with the Original Contracts, whether or not presently upon the Project site.

7. The Surety shall be represented at the Project by the Completion Contractor. Prior to the issuance of the Notice to Proceed, the Surety shall specifically authorize in writing an individual with the Completion Contractor to be its representative (the "Authorized Individual") solely for the purposes set forth in this paragraph. The Authorized Individual will represent the Surety in dealing with the Owner on day to day construction issues with respect to the Project. The Surety hereby designates the Authorized Individual to prepare and process pay requisitions on the Original Contracts. However, the Surety will sign all pay requisitions submitted to the Owner. Payments from the Owner shall be made payable to the Surety and transmitted to the Surety at the following address, unless and until the Owner is notified in writing of any different addresses:

International Fidelity Insurance Company  
1055 NW Maple Street, Suite 102  
Issaquah, WA 98027  
Attn: Tiffany Schaak

8. The Authorized Individual shall have, on behalf of the Surety, the authority to negotiate and sign change orders for extra work (work that is different from, in excess of, or beyond the scope of the work required by the Original Contracts) requested or required by the Owner (hereinafter

"Change Order") without the Surety's prior written approval, provided the Change Order does not exceed \$5,000 and the Completion Contractor is given additional time to perform the Change Order. If the Change Order does exceed \$5,000, or no additional time is given to the Completion Contractor to perform the Change Order, then the Surety's prior written approval is required to negotiate the Change Order and the final Change Order must be signed by the Surety and not the Authorized Individual. If the total of all of the approved Change Orders exceeds the sum of \$10,000, then the Surety, not the Authorized Individual, must approve in writing all additional or subsequent Change Orders regardless of the amount of each such Change Order. The Authorized Individual has no authority to negotiate deductive Change Orders, credits, back-charges or net deductions from the Original Contracts or the Contract Balance of any nature whatsoever without the Surety's prior written approval. Any agreements with respect to the warranty work of the Former Contractor or corrective work as a result of latent defects in the work performed by the Former Contractor shall require the written approval of the Surety.

9. The total liability of the Surety under this Agreement and the Performance Bond for the performance of the work, after the expenditure of the Contract Balance, is limited to and shall not exceed the penal sum of each of the Faithful Performance Bond provided for the defined scope of work. For all work associated with the Category (C) Concrete / Masonry work scope, the Surety's liability will not exceed \$290,000 the penal limit of the Faithful Performance Bond no. 0495229. For all work associated with the Category (E) Carpentry work scope, the Surety's liability will not exceed \$190,000, the penal limit of the Faithful Performance Bond no. 0495230.

10. All payments made by the Surety for the performance of the Original Contracts shall be credited against the penal sum of the Faithful Performance Bond provided for the specific scope of work. Nothing in this Agreement constitutes a waiver of such penal sum or an increase in the liability of the Surety under the Faithful Performance Bond.

11. In no event shall the Owner withhold any of the Contract Balance from the Surety because of or on account of any claims, liens, suits or demands by any persons or entities furnishing or alleging to have furnished labor and/or materials to the Project. Owner will hold a 10% retention for each Original Contract until Project completion, and will release this retention to Surety -subject to Surety's satisfaction of all claims, liens, suits, or demands related to the Project arising from Original Contractor's Original Contract or modifications thereto. Surety agrees to satisfy all claims, liens, suits or demands by any persons or entities furnishing or alleging to have furnished labor and/or materials to the Project to Original Contractor under the Original Contracts. The Labor and Material Bonds shall remain in full force and effect in accordance with their separate terms and provisions. The total liability of the Surety is limited to the penal limit of the Labor and Material Bond provided for each work scope. All Labor and Material Bond payments made by the Surety shall be credited against the penal sum of the appropriate Labor and Material Bond. Nothing in this Agreement constitutes a waiver of such penal sum or an increase in the liability of the Surety under either of the Labor and Material Bonds.

12. This Agreement is solely for the benefit of the Owner and the Surety. The Owner and the Surety do not intend by any provision of this Agreement to create any rights in or increase the rights of any third party beneficiaries, nor to confer any benefit upon or enforceable rights under this

Agreement or otherwise upon anyone other than the Owner and the Surety. Specifically, the Owner and the Surety acknowledge that nothing in this Agreement shall extend or increase the rights of any third party claimants or the liabilities or obligations of the Surety under the Bonds.

13. This Agreement constitutes the whole of the understanding, discussions, and agreements by and between the Owner and the Surety. The terms and provisions of this Agreement are contractual and not mere recitals. The Owner and the Surety acknowledge that there have been no oral, written or other agreements of any kind as a condition precedent to or to induce the execution and delivery of this Agreement. Any written or oral discussions conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement.

14. This Agreement shall not be changed, amended or altered in any way except in writing and executed by both the Owner and Surety.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

16. This Agreement shall be governed by and controlled by the laws of the State of California.

17. Any notices which are required to be given by the terms of this Agreement or the Bonds shall be made as follows:

As to the Owner:

Via certified mail, return receipt requested, postage prepaid to:  
Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626  
Attn: Director, Facilities & Planning

As to the Surety:

Via certified mail, return receipt requested, postage prepaid to:  
International Fidelity Insurance Company  
1055 NW Maple Street, Suite 102  
Issaquah, WA 98027  
Attn: Tiffany Schaak

18. This Agreement shall be binding upon the parties and their respective successors and assigns.

19. In the event that one or more provisions of this Agreement shall be declared to be invalid, illegal or unenforceable in any respect, unless such invalidity, illegality or unenforceability shall be tantamount to a failure of consideration, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

20. It is understood and agreed by the Owner and the Surety that this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above, and each of the undersigned personally represent and warrant that they have the full right, power and authority to execute this Agreement on behalf of the respective parties.

COAST COMMUNITY COLLEGE DISTRICT

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By: Jerry Patterson  
Title: President, Board of Trustees  
Date: October 6, 2010

INTERNATIONAL FIDELITY INSURANCE  
COMPANY

---

By: Frank J. Tanzola  
Title: Senior Vice President and  
Chief Claims Officer  
Date: \_\_\_\_\_

**LICENSE FOR NONFEDERAL USE OF REAL PROPERTY**  
NAVFAC 11011/28 (6-76) (Supersedes NavDocks 2260)

THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL PROVISIONS.

**LICENSE NUMBER**

N69450-10-RP-00162  
FS#10593

<b>1. NAVAL ACTIVITY (Property location)</b> Naval Air Station Pensacola, Florida	<b>2. DATES COVERED (Inclusive)</b> FROM 01 JAN 2010 TO 31 JAN 2015
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**3. DESCRIPTION OF PROPERTY (Include room and building numbers where appropriate)**

Use of approx. 1,388 square feet of shared space in building 634. See attached Enclosure "2". The Government reserves the right to relocate tenant at the Government's convenience.

**4. PURPOSE OF LICENSE**

To be used as classroom and administrative space by the Coastline Community College for Educational/Testing services provided to DoD personnel stationed aboard NAS Pensacola, Florida.

<b>5. LICENSOR</b>  <b>UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY</b>	<b>5a. LOCAL REPRESENTATIVE, DEPT. OF NAVY OFFICIAL (Title and address)</b> NAVFAC SE, PWD Pensacola, Facilities Management Department 310 John Tower Road NAS Pensacola, FL 32508
<b>6. LICENSEE (Name and address)</b> Coast Community College District (Coastline Community College) 11460 Warner Avenue Fountain Valley, CA 92708-2597	<b>6a. LOCAL REPRESENTATIVE (Name and address)</b> Mr. Joel Menges 250 Chambers Avenue, B634 NAS Pensacola, FL 32508

**7. CASH PAYMENT BY LICENSEE (Payable in advance)**

(If no cash payment is required, enter "None" under item 7a "Amount")

<b>a. AMOUNT (Each payment)</b> NONE	<b>b. FREQUENCY PAYMENTS DUE</b> N/A	<b>c. FIRST DUE DATE</b> N/A	<b>d. TO (Title and address of local representative of the Government)</b> N/A
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**8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance)**

(If no cash payment is required, enter "None" under item 8a "Amount")

<b>a. AMOUNT (Each deposit)</b> NONE	<b>b. FREQUENCY PAYMENTS DUE</b> N/A	<b>c. FIRST DUE DATE</b> N/A	<b>d. TO (Mailing address)</b> N/A
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**9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE**

(If any or all insurance requirements have been waived, enter "None" in a,b,c, or d as appropriate)

TYPE	MINIMUM AMOUNT	TYPE	MINIMUM AMOUNT
<b>a. FIRE AND EXTENDED COVERAGE</b>	\$ N/A	<b>c. THIRD PARTY PERSONAL INJURY PER PERSON</b>	\$ 150,000.00
<b>b. THIRD PARTY PROPERTY DAMAGE</b>	\$ NONE	<b>d. THIRD PARTY PERSONAL INJURY PER ACCIDENT</b>	\$ 300,000.00

**10. GENERAL PROVISIONS (See Reverse Side)**

General Provision h, [loss payable clause] is removed and Certificate of Insurance may show NAVFAC Southeast as additional insured. Consideration is waived due to substantial benefit to Naval personnel by having presence on base.

**II. EXECUTION OF LICENSE**

FOR	BY		DATE
	NAME AND TITLE (Typed)	SIGNATURE	
<b>DEPARTMENT OF THE NAVY</b>	ROBERT W. MCDOWELL III Real Estate Contracting Officer		
<b>LICENSEE</b>	Coast Community College District (Coastline Community College) President, Board of Trustees		

If Licensee is a Corporation, Certification of signature is attached ☐

10. GENERAL PROVISIONS  
N69450-10-RP-00162

a. The Licensor hereby grants to the Licensee the right to use the premises or facilities described in Item 3, together with the necessary rights of ingress and egress.

b. This License shall be effective for the period stated in Item 2 and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative.

c. The use shall be limited to the purposes specified herein.

d. This License shall be neither assignable nor transferable by the Licensee.

e. If utilities and services are furnished the Licensee for its use of the premises, the Licensee shall reimburse the Licensor for the cost thereof as determined by the Licensor in accordance with applicable statutes and regulations.

f. The Licensee, at its own cost and expense, shall protect, maintain, and keep in good order, the premises or facilities licensed hereby. At the discretion of the Licensor this obligation shall include, but not be limited to, contribution toward the expense of long-term maintenance of the premises or facilities, the necessity for which accrued during the period of Licensee's use. The amount of expense to be borne by the Licensee shall be determined by prorating the total expense of the item of long-term maintenance on the basis of fractional use by the Licensee. This fractional part of the total expense shall be prorated further if the item of long-term maintenance did not accrue in its entirety during the Licensee's use. Upon a determination by the Licensor that the necessity exists for an expenditure of funds for maintenance, protection, preservation or repair, the Licensee shall pay to the Licensor its proportionate share, on demand.

g. No additions to, or alternations of, the premises or facilities shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the premises or facilities to the same, or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.

h. The Licensee shall be liable for any loss of, or damage to, the premises or facilities incurred as a result of its use and shall make such restoration or repair, or monetary compensation as may be directed by the Licensor. The Licensee's liability for loss or damage to the premises resulting from risks expressly required to be insured hereunder shall not exceed the amount of insurance so required. The Licensee shall not be liable for loss of, or damage to, the premises arising from causes beyond the control of the Licensee and occasioned by a risk not in fact covered by insurance and not customarily covered by insurance in the locality in which the premises are situated. Nothing contained herein, however, shall relieve the Licensee of liability with respect to any loss or damage to the premises, not fully compensated for by insurance, which results from willful misconduct, lack of good faith, or failure to exercise due diligence, on the part of the Licensee. All insurance required of the Licensee on the premises shall be for the protection of the Licensor and the Licensee against their respective risks and liabilities in connection with the premises. Each policy of insurance against loss or damage to Government property shall name the Licensee and the United States of America, Department of the Navy, as the insured and shall contain a loss payable clause reading substantially as follows:

"Loss, if any, under this policy shall be adjusted with (Name of Licensee) and the proceeds, at the direction of the Government, shall be payable to (Name of Licensee), and proceeds not paid to (Name of Licensee) shall be payable to the Treasurer of the United States of America."

In the event that any item or part of the premises or facilities shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this paragraph h, the Licensee shall promptly give notice thereof to the Licensor and, to the extent of its liability as provided in this paragraph, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Licensor may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Licensee for such loss or damage, the Licensee shall effect such repair, rebuilding or replacement if required so to do by the Licensor, and such excess of cost shall be reimbursed to the Licensee by the Licensor. In the event the Licensee shall have effected any repair, rebuilding or replacement which the Licensee is required to effect pursuant to this paragraph, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Licensee to effect such repair, rebuilding or replacement. In the event the Licensee shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of such proceeds.

i. Except for loss or damage caused by the negligence or wrong doing of the Government, the Licensee shall indemnify and save harmless the Government, its officers, agents, servants and employees from all liability under the Federal Tort Claims Act (62 Stat. 869, 982; 28 U.S.C. Sec 2671, 2680) or otherwise, for death or injury to all persons, or loss or damage to property of all persons resulting from the use of the premises by the Licensee, and furnish the insurance specified in Item 9. Each policy of insurance required in Item 9 covering bodily injuries and third party property damage shall contain an endorsement reading substantially as follows:

"The insurer waives any right to subrogation against the United States of America which might arise by reason of any payment made under this policy."

j. All insurance required by this License shall be in such form, for such periods of time, and with such insurers as the Licensor may require or approve. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be deposited with the Licensor's local representative prior to use of the premises and facilities. The Licensee agrees that not less than thirty (30) days prior to the expiration of any insurance required by this License, it will deliver to the Licensor's local representative a certificate of insurance or a certified copy of each renewal policy to cover the same risks.

k. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

l. The Licensee warrants that it has not employed any person to solicit or secure this License upon any agreement of a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul this License or in its discretion to recover from the Licensee the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

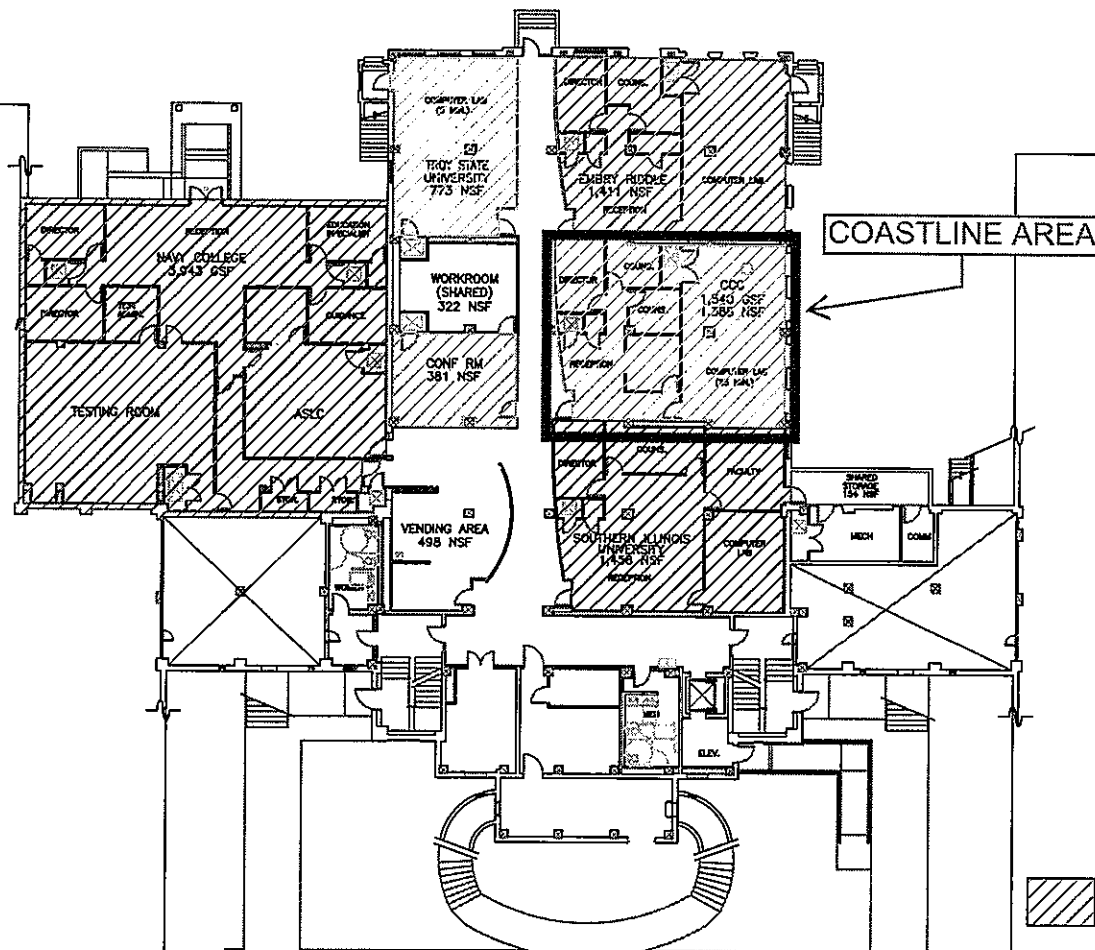
m. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post hereafter in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

n. All activities authorized hereunder shall be subject to such rules and regulations regards supervision or otherwise, as may, from time to time, be prescribed by the local representative of the Licensor as designated in Item 5a.

o. In the event of damage, including damage by contamination, to any Government property by the Licensee, his officers, agents, servants, employees, or invitees, the Licensee, at the election of the Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the Government. "Prior to the execution of an outlease, the Licensee shall provide evidence of compliance with all local, state, and federal environmental laws and regulations. In the event that the Licensee will process, dispose, generate or handle any contaminants, hazardous wastes or hazardous substances, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs. The amount shall be determined by the Commander/Commanding Officer."

p. The Licensee agrees that the Government, its officers, agents and employees shall be released from all liability on all suits, claims, actions, or demands in any way related to or arising under the Licensee's use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the Licensee's construction on or use of the property, or after such use has ended.

q. Licensee will preserve all distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterizes the space. Licensee will not change and/or remove distinctive materials, features, spaces, and spatial relationships in used space. Also, licensee will not use chemical and physical treatments that cause damage to historic materials in space. Any changes that the licensee request and undertakes must first be approved by the Government and comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties.



BASEMENT LEVEL AREA = 15,246 GSF

NETPDTC-NAVY COLLEGE ADMIN OFFICE  
AREA = 3,943 GSF

NAVY COLLEGE CONF ROOM - SHARED SPACE  
AREA = 381 NSF

TROY STATE UNIV-ADMIN OFFICE  
AREA = 773 NSF

EMERY RIDDLE COLLEGE  
AREA = 1,411 NSF

COASTLINE CC  
AREA = 1,388 NGSF

SOUTHERN ILLINOIS UNIVERSITY  
AREA = 1,458 NSF

COMMON AREA  
AREA = 6,273 GSF

**For Review  
Only**

**Irby Engineering & Construction, Inc.**

94 East Garden Street  
Pensacola, FL 32502

info@irbyengineering.com www.irbyengineering.com

**Bldg 634  
UPDATE FOR COLLEGE  
CENTER FACILITY  
WO#10271**

Sheet:  
1 of 1

Scale:  
Not to Scale

Enclosure (2)



# Subscriber Application and Services Agreement

Print Clearly and Complete All Sections that Apply.  
Return to Stratos when complete (Details On Page 3).



## A: Type of Applicant (Mandatory - Must be completed by all Applicants)

- ☐ Individual ☐ Dealer ☐ Distributor ☐ Government Agency  
☐ Corporation ☒ Charitable/Non-profit ☐ Inmarsat Service Provider Please provide ISP Code \_\_\_\_\_

## B: Services Requested (Mandatory - Must be completed by all Applicants)

### Mobile, On-Demand Satellite Services:

- ☐ Inmarsat-A ☐ Inmarsat-M ☐ Inmarsat-Fleet 77 ☐ Inmarsat Satellite Phone Services  
☐ Inmarsat-B ☐ Inmarsat mini-M ☐ Inmarsat-Fleet 55 ☐ Inmarsat Swift 64  
☐ Inmarsat BGAN ☐ Inmarsat GAN (M4) ☐ Inmarsat-Fleet 33 ☐ Inmarsat SwiftBroadband  
☒ Inmarsat-C ☐ Inmarsat RBGAN ☐ Inmarsat FleetBroadband  
  
☐ AmosConnect ☐ HughesNet™ ☒ Iridium® ☐ MSV (MarineSat®/LandSat®)  
☐ Globalstar® ☐ HF Radio ☐ StratosConnect ☐ Other \_\_\_\_\_

### Fixed, Full Period Satellite Services:

- ☐ StratosITek® ☐ VSAT ☐ Microwave Circuits (Gulf of Mexico Only)  
☐ Maintenance ☐ SkyWAN® ☐ HughesNet™  
☐ Spare Parts ☐ SCPC

### Telephone Services:

- ☐ Telephone Services

### Equipment Purchases/Rental:

- ☐ Mobile, On-Demand Satellite Services Equipment  
☐ Fixed, Full Period Satellite Services Equipment

### For Inmarsat Terminals Only - Select One

- ☐ The terminal will be used exclusively in the United States under Stratos' licenses.  
☐ The terminal will not be used in the United States

## C: Corporate Applicant Information (DO NOT complete if Individual Applicant)

### Company Information (Mandatory)

Full Legal Name: Coast Community College District (OCCSailing)  
Operating as (trade style): \_\_\_\_\_ Duns number (if known): \_\_\_\_\_  
Tax ID Number or Exemption Certificate (attach copy): 956002272  
Department (if applicable): \_\_\_\_\_  
Accounts Payable contact: ANCIKA LUK Ext.: 714-432-5599  
Invoices Mailed to: 1801 W. Coast Hwy  
City: Newport Beach State/Province: CA  
Country: \_\_\_\_\_ Zip/Postal Code: 92663  
Physical address (if different from mailing): \_\_\_\_\_  
City: \_\_\_\_\_ State/Province: \_\_\_\_\_  
Country: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country & City Codes & Tel.#: 949-645-9412 Fax #: 949-645-1859  
Company e-mail address: msegerbl@occ Website: www.occsailing.com  
cccc.edu

### Business Structure (Mandatory)

- ☐ Limited Liability ☐ Partnership ☐ Proprietorship ☐ Joint venture. Since: \_\_\_\_\_  
☒ Division/Subsidiary/Branch Provide parent company name and location: Coast Community College Dist.  
In business since: 1947

# Subscriber Application and Services Agreement

Print Clearly and Complete All Sections that Apply.  
Return to Stratos when complete (Details On Page 3).



## C: Corporate Applicant Information (cont'd)

### Senior Officers (Mandatory)

Name:

Braci Avera  
Helen Rathgeb

Title:

Dir. School of Sailing  
Dir. Fiscal Services

Telephone Number:

949-645-9412  
714-432-5599

### Bank Reference (Optional)

Name of Bank: Union Bank

Street address: 4415 S. Figueroa

Location: Los Angeles

Contact person: Tito Ibarolla

Telephone #: 800-798-6466

Fax #:

Branch #:

ABA/Transit #:

Account #:

### Industry Credit References (Optional)

Firm Name and Address

Boatswains Locker  
Crown Ace  
Part Supply

Contact

Tel. Number

Fax Number

949-642-6800 949-642-1463  
949-642-1133 949-642-2487  
800-825-7678 800-621-6885

## D: Individual Applicant Account Information (DO NOT complete if Corporate Applicant)

Applicant Name: \_\_\_\_\_ Date of birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ (DD/MM/YY)  
Social Security or Social Insurance # (optional): \_\_\_\_\_  
Mother's Maiden Name (for security purposes): \_\_\_\_\_  
Full mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_  
Country: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Home address (if different from mailing): \_\_\_\_\_  
City: \_\_\_\_\_ State/Prov.: \_\_\_\_\_  
Country: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Home Area Code & Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Mobile Telephone #: \_\_\_\_\_ E-mail address: \_\_\_\_\_  
Name & Address of Employer: \_\_\_\_\_  
Position: \_\_\_\_\_ Years/months there: \_\_\_\_\_  
Business Telephone #: \_\_\_\_\_ Ext.: \_\_\_\_\_

## E: Corporate or Individual Applicant Credit Card Information

Credit card information required for all personal/individual accounts.

☐ Company Credit Card

☐ Individual Credit Card

Type of Credit Card:

☐ Visa

☐ Mastercard

☐ AMEX

Card number: \_\_\_\_\_

Expiry Date \_\_\_\_/\_\_\_\_ (mm/yy)

Name on card: \_\_\_\_\_

☐ Credit Card for billing purposes only

☒ Credit Card for credit guarantee purposes only

I hereby authorize the use of my card for the above mentioned purposes:

Cardholder signature: \_\_\_\_\_

# Subscriber Application and Services Agreement

Print Clearly and Complete All Sections that Apply.  
Return to Stratos when complete (Details On Page 3).



## F: Credit Terms Applied For (Mandatory -- Must be completed by all Applicants)

	COD	30 Days	Prepaid
Equipment:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Airtime:		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Monthly Credit Desired (Required)\*: \$ 5,000

☐ Electronic (PDF) Billing. Email Address: alvick@occ.scc.edu ; mrttes@occsailing.com

*Note: Electronic (PDF) Billing is required for Iridium, Globalstar, MSat and StratosMail services.*

Include special invoicing instructions: \_\_\_\_\_

\* Notwithstanding approval of the desired credit line, Applicant will be liable for any and all actual costs incurred for use of services and/or equipment provided by Stratos.

## G: Marketing Information (Optional --For Stratos Internal Use Only)

<input type="checkbox"/> Charitable	<input type="checkbox"/> Aviation	<input type="checkbox"/> Fishing	<input type="checkbox"/> Government	<input type="checkbox"/> Marine
<input type="checkbox"/> Military	<input type="checkbox"/> Mining	<input type="checkbox"/> Oil and Gas	<input type="checkbox"/> Transport	<input type="checkbox"/> Media
<input type="checkbox"/> Other _____				

## H: Confirmation of Information Accuracy and Release of Authority to Verify

I hereby certify that I am, or I am duly authorized by, the Applicant (as defined above) and the information in this application and agreement is correct and agree that a facsimile copy hereof will be valid and binding for all purposes. In order to assist Stratos or its affiliates (collectively, "Stratos") in establishing a line of credit, I authorize (i) the references listed herein to release information requested by Stratos, and (ii) Stratos to obtain credit reports and other documentation from third parties. In addition, for billing and other Services and/or Equipment purposes, I also herein give Stratos consent to transfer my personal data to Stratos, as necessary. I understand that Stratos' acceptance of this application is contingent upon Stratos' satisfaction with the credit review, and that Stratos may terminate service without further notice within thirty (30) days of this application if Stratos is not satisfied with my credit. I further understand that, except as otherwise agreed by Stratos, the Services and/or Equipment requested in Section B, will be provided by Stratos pursuant to the applicable Stratos, Plenexis or Xantic terms and conditions posted on Stratos' website at [www.stratosglobal.com](http://www.stratosglobal.com) ("Terms") and at the prices provided to Applicant by Stratos ("Prices"). Applicant agrees to be bound by the Terms and Prices (each as amended by Stratos from time to time) applicable at the time of provision of Services and/or Equipment, unless Applicant enters into a separate written agreement with Stratos for the Services and/or Equipment. Accordingly, Applicant's use of the Services and/or Equipment will be subject to the terms and conditions, including price(s), of such agreement, when executed by both parties. Applicant has been provided ample opportunity to review the Terms. Applicant takes particular notice that the Terms include specific clauses including, but not limited to: (A) LIMITATION OF LIABILITY; (B) LIMITATION OF IMPLIED OR STATUTORY WARRANTIES; AND (C) INDEMNITY, HOLD HARMLESS, AND DEFENSE OF THE PARTIES, and certifies that such clauses have been brought to Applicant's attention.

Authorized Name (please print): \_\_\_\_\_ Agent Name (if applicable): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Agent Signature: \_\_\_\_\_

Date (dd/mm/yy): \_\_\_\_\_ Date (dd/mm/yy): \_\_\_\_\_

### Please return completed form to:

<input type="checkbox"/> St. John's, Newfoundland Phone: +1 709 754 5400 Fax: +1 709 748 4300	<input type="checkbox"/> London, England Phone: +44 20 7993 3340 Fax: +1 709 748 4395	<input type="checkbox"/> Bethesda, Maryland Phone: +1 301 214 8800 Fax: +1 301 214 8801	<input type="checkbox"/> Seattle, Washington Phone: +1 206 633 5888 Fax: +1 206 237 9100	<input type="checkbox"/> Weston, Florida Phone: +1 954 370 4530 Fax: +1 954 370 6144
<input type="checkbox"/> Ottawa, Ontario Phone: +1 613 230 4544 Fax: +1 613 230 4212	<input type="checkbox"/> Lafayette, Louisiana Phone: +1 337 761 2000 Fax: +1 337 761 1284	<input type="checkbox"/> Houston, Texas Phone: +1 832 463 2100 Fax: +1 832 461 4007	<input type="checkbox"/> Denver, Colorado Phone: +1 303 397 7500 Fax: +1 303 397 7595	<input type="checkbox"/> Hong Kong, Hong Kong Phone: +852 285 60380 Fax: +852 256 55792
<input type="checkbox"/> Bonn, Germany Phone: +49 515 493 71101 Fax: +49 515 493 71009	<input type="checkbox"/> The Hague, Netherlands Phone: +31 703 013200 Fax: +31 703 434796			

For Stratos Internal Use Only:

Account Manager: \_\_\_\_\_ Date (dd/mm/yy): \_\_\_\_\_ Account # Assigned: \_\_\_\_\_

Credit Approval: \_\_\_\_\_ Date (dd/mm/yy): \_\_\_\_\_ Approved Credit Line \$: \_\_\_\_\_





Revised: 14 JUNE 2010

# Mobile Satellite Services and Equipment Terms and Conditions

## United States, Mexico, Central and South America

The following terms and conditions ("Terms and Conditions") apply to end-users ("Customer(s)") using mobile satellite services, including but not limited to Inmarsat®, Iridium®, MarineSat/LandSat®, GlobalStar®, HughesNet™, AmosConnect™ services ("Services") and/or associated equipment ("Equipment") provided by Stratos Offshore Services Company, Stratos Mobile Networks, Inc., Stratos Communications, Inc., Stratos Government Services, Inc., or any other operating subsidiary of Stratos Global Corporation (collectively, "Stratos").

### 1. PROVISION OF SERVICES AND EQUIPMENT BY STRATOS

- (A) These Terms and Conditions, a Stratos approved Subscriber Application and Services Agreement ("Subscriber Application") and/or Customer's written acceptance of a Stratos quotation, when taken together, will govern the provision by Stratos of Services and/or Equipment to Customer. There are no other oral or implied agreements, warranties or understandings, and from time to time, Stratos may, at its sole discretion, add, delete or modify the portfolio of Services and/or Equipment made available to Customer under these Terms and Conditions.
- (B) In the absence of a quotation signed by Customer, Customer's verbal instruction or issuance to Stratos of a purchase order, work order, work ticket or other form of written order on Customer's standard form (collectively "Purchase Order(s)") will constitute Customer's acceptance of a Stratos quotation. All future orders for Services and/or Equipment will be governed by these Terms and Conditions, unless otherwise agreed. Future orders will be subject to Stratos' acceptance, which may be withheld for any reason or for no reason.
- (C) Customer is responsible for notifying Stratos, in writing, of any requirement to permanently deactivate or temporarily suspend Services. Such permanent deactivation or temporary suspension of Services will be effective only after Stratos' receipt of Customer's written request and Stratos' acknowledgement of receipt of Customer's written request. All such requests must be in writing and sent to: (Fax): +1-709-724-5309 or (Email): cancellations@stratosglobal.com. Notwithstanding the foregoing, permanent deactivation or temporary suspension of Inmarsat BGAN, FleetBroadband, SwiftBroadband, and Inmarsat Satellite Phone services must be completed by Customer through the Stratos Dashboard. There will be no pro-rata refunds for deactivation or suspension. Customer will remain liable for all charges including, but not limited to, airtime and monthly access fees up to and including the last day of the billing period in which Stratos acknowledges receipt of Customer's written request for permanent deactivation or temporary suspension of Services as well as any applicable early termination fees.

### 2. ORDERING SERVICES AND EQUIPMENT

Orders may be submitted to Stratos either through a Stratos authorized dealer or by calling Stratos directly at the following telephone number:

- For US and Canada calls: +1-888-766-1313.
- For International calls: +1-709-748-4233.

Customer is required to complete all applicable paperwork for the Services or Equipment to be provided by Stratos.



### 3. CUSTOMER PURCHASE ORDERS

If Customer issues a purchase order to Stratos for Services or Equipment, such purchase order will be treated as an administrative document only and will not add to, delete from, or change any of these Terms and Conditions. Customer agrees to waive any future challenge to the enforceability of any purchase order on the basis that such purchase order was made and or confirmed by electronic means.

### 4. BILLING & PAYMENT

- (A) **Services.** Stratos will bill and Customer will pay Stratos for the Services provided by Stratos and for all applicable federal, state, provincial, local, and other taxes, fees and duties or other charges and amounts, including but not limited to value added or withholding taxes which may be levied upon the Services.
- (B) **Equipment.** Invoices for Equipment will be sent on or after the date of shipment and will include all applicable federal, state, provincial, local, and other taxes, fees and duties or other charges and amounts, including but not limited to value added or withholding taxes that may be levied upon the Equipment.
- (C) In the event that any tax, duty, impost, levy or the like charge becomes payable in any territory, either by deduction or otherwise, on or in respect of any amount to be paid by Company to Stratos, or which Company may be required to withhold in respect of any amount due to Stratos, such tax, duty, impost levy or like charge shall be for the account of Company and Company shall pay to Stratos such an amount as to yield to Stratos a net equal to the amount that but for such tax, levy, impost or charge would have been received by Stratos. Stratos will provide reasonable assistance to Company to minimize the amount of such withholdings or deductions, including providing any relevant certification of its status as a non-resident or a jurisdiction or of its entitlement to benefits under a treaty.
- (D) **Payment terms.**
  - (i) Customer will pay all invoices within thirty (30) days of the date of invoice, and in accordance with the instructions as stated on the invoice.
  - (ii) Amounts not paid within thirty (30) days will be subject to an interest charge of the lesser of, (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law.
  - (iii) Customer will pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by Stratos in collecting any late payments or late payment fees.
  - (iv) All payments will be made in U.S. currency.
- (E) Stratos may require Customer to provide a third party guarantee, deposit, letter of credit, or other form of security deemed necessary by Stratos, in its sole discretion, to provide adequate assurance of payment. The provision of such third party guarantee, deposit, letter of credit, or other form of security does not relieve Customer of its payment obligations specified herein.
- (F) All charges will be in accordance with Stratos' then current charges or the quotation as provided to Customer for the applicable Service and/or Equipment. Stratos reserves the right to revise such charges from time to time.
- (G) Customer acknowledges that if it uses the service of another service provider with Stratos as the Accounting Authority, it will pay to Stratos the amount charged by that service provider plus a fifteen percent (15%) administrative fee for processing the charges.
- (H) Customer acknowledges its responsibility to provide and pay for all equipment and services required to connect Customer- provided equipment to the Services or Equipment.
- (I) Customer must pay all undisputed amounts when due. If any portion is in dispute, Customer must, within thirty (30) days of the invoice date containing such disputed amount, give notice to Stratos of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each term. For avoidance of doubt, claims of unauthorized use, fraudulent use or any other misuse will not constitute a valid basis for dispute of an invoice. If the Disputed Amount is resolved in favour of Stratos, Customer must pay the Disputed Amount with appropriate late charges, if applicable, upon final determination

of such dispute. Stratos will issue credits against amounts owing on subsequent invoices upon resolution of any disputed amounts in favour of Customer. An invoice is deemed to be accepted by Customer if no written notice of dispute is provided before the date the payment is due.

- (J) **Liability for Data Usage.** Customer shall be fully liable for payment for any and all voice and data charges accrued through the use of Customer's Equipment. It is Customer's sole obligation and responsibility to ensure that all Equipment and associated computer hardware and software are properly configured with respect to the Services being used and that only authorized users are permitted access to the Equipment.
- (K) **Invoicing Policies.**
- (i) **Minimum Invoice Amounts.** Each monthly invoice requires a minimum total of \$24.95 USD, or equivalent. If Customer's total airtime and services charges (exclusive of taxes and governmental fees) for each invoice month do not meet or exceed \$24.95 USD, the invoice total will be increased to \$24.95 USD. If Customer's total airtime and services charges for one invoice month meet or exceed \$24.95 USD, Customer will be charged only for those costs. If Customer's invoice is issued in a currency other than US dollars, the Minimum Billing per Invoice is as follows: CND \$29.95; AUD \$29.95; EUR €19.95; GBP £9.95; SDR 19.95.
  - (ii) **Paper Invoice Fee.** An administrative fee of \$4.95 USD per month, or equivalent, is charged by Stratos for the issuance of paper invoices. To avoid this fee, Customer may elect to receive electronic invoices, in PDF format, each month. Invoices in electronic format are available by email and online via Stratos e-Invoicing. Stratos e-Invoicing also allows Customers to pay invoices directly online by credit card. In the case of invoices issued in a currency other than US dollars, the Paper Invoice Fee is as follows: CND \$5.75; AUD \$6.25; EUR €3.75; GBP £2.50; SDR 3.25.
- (L) **Pricing Plans.** Certain Inmarsat services, including BGAN, Swift Broadband, and Fleet Broadband, may be sold under pricing plans, some of which may require minimum service term commitments. Accordingly, termination of a service plan that specifies a minimum service term prior to the expiration of the minimum service term will result in Customer being liable to pay Stratos the applicable termination charge as specified in the particular service plan. For the avoidance of doubt, Customer herein acknowledges that the assessment of a termination charge is reasonable and is not a penalty, but rather constitutes liquidated damages for the loss of a bargain.

## 5. SALE OF EQUIPMENT

- (A) **Delivery/Freight Charges/Risk of Loss:** Risk of loss in the Equipment will transfer upon delivery to Customer and delivery will take place when Equipment is shipped to Customer by Stratos, regardless of shipping INCOTERM. Customer will pay any costs incurred by Stratos to ship the Equipment to Customer's designated location, unless otherwise agreed upon by the parties prior to shipment. Any additional delivery terms for Equipment will be mutually agreed to by Stratos and Customer. Stratos will use commercially reasonable efforts to comply with the delivery terms requested by Customer. In no event will Stratos have any liability in connection with any shipment, nor will the carrier be deemed to be an agent of Stratos.
- (B) **Partial Shipments:** Customer agrees to accept partial shipments unless otherwise specified in advance, particularly in cases where the Equipment is temporarily out of stock. In the event that ordered Equipment is not available, Stratos will maintain a backorder list compiled by date. As backordered Equipment is received from the Supplier, Stratos will fill orders based on age of order. Customer is responsible for shipping charges for each partial shipment.
- (C) **Title:** Title to Equipment purchased by Customer will transfer from Stratos to Customer upon Stratos' receipt of the full sale price and any applicable taxes, fees, freight, and other charges. Until such time, Customer will keep Equipment that is owned by Stratos free from any liens, claims or encumbrances and will execute all such documents as may be reasonably required by Stratos to evidence or perfect its security interest.
- (D) **Inspection & Acceptance:** Customer may inspect or test the Equipment that has been tendered for acceptance. Customer may require repair or replacement of nonconforming Equipment at no increase in price. Customer must exercise the post-acceptance rights provided by this Article, (i) within thirty (30) days after a defect is discovered or should have been discovered, and (ii) before any substantial change occurs in the condition of the defective item, unless the change is due to the defect in the item.



**(E) Warranty:**

- (i) Stratos warrants that new Equipment delivered to Customer will be free from defects in workmanship and material for a period of one (1) year/(365 days) from date of delivery. All refurbished or used Equipment or accessories sold hereunder will be free from defects in workmanship and material for a period of thirty (30) days from date of delivery. All repairs covered by such warranty will be performed at no charge to Customer. For any repairs requested after the warranty period, Stratos will provide a quote for such repairs and if the quote is accepted and the work authorized by Customer, the repairs will be performed at Customer's expense. In the event of a warranty claim, Stratos will, at its sole option: (a) repair the Equipment so that it performs set forth above, (b) replace the nonconforming Equipment with Equipment which performs as set forth above, or (c) if Stratos determines that neither of the foregoing is commercially reasonable upon return of the Equipment to Stratos, refund all sums paid by Customer to Stratos with respect to the nonconforming Equipment. The foregoing Equipment warranty is Customer's sole remedy in the event of a warranty claim.
- (ii) All warranties offered by Stratos are a "back-to-base" warranty, such that Customer will bear the transportation cost of returning any nonconforming or defective Equipment to Stratos' designated premises and also the transportation cost of returning the Equipment following a repair from Stratos' designated premises to Customer's premises. If Customer requires a Stratos technician to travel to Customer's location to perform warranty services, Customer is responsible for all costs associated with the travel including, but not limited to, transportation costs, living expenses, etc. Stratos will provide a written estimate of travel costs upon request.
- (iii) The foregoing warranty does not extend to Equipment which is altered, improperly installed by a third party or which fails or is damaged after delivery due to accident, act of God, shipment or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the Equipment manufacturer's instructions or specifications provided by Stratos at the time of delivery to Customer.
- (iv) Subject to Article 5(C) above, Stratos warrants that title to all Equipment delivered to Customer under these Terms and Conditions will be free and clear of all liens, encumbrances, security interests, or other claims.

- (F) Refunds/Restocking Fees:** There will be no refunds for used Equipment returned to Stratos. If Customer returns unused Equipment to Stratos in its original package, in its original condition, and within thirty (30) days of delivery, Stratos will refund to Customer eighty five percent (85%) of the purchase price, the remaining fifteen percent (15%) of the purchase price representing a restocking fee. Customer will bear all shipment and insurance costs related to such return shipment. All Equipment returned to Stratos must have a Stratos-issued Returned Merchandise Authorization ("RMA") number prominently displayed on the packaging and must be returned to the Stratos facility as directed by Stratos. An RMA number may be obtained by calling Stratos' Customer Care at 1-800-563-2255 within North America, 1-709-748-4226 Internationally, or by email at support@stratosglobal.com. Equipment returned without an RMA number will be returned to Customer at Customer's expense.

**6. OPERATIONS CENTER**

**Operations Center:** Stratos operates an International Customer Care and Operations Center which is staffed 24 hours per day, 7 days per week, which may be contacted at the following telephone number:

- For US and Canada calls: +1-800-563-2255
- For International calls: +1-709-748-4226

The Operations Center provides Customers with operator assistance, operator intercept, mobile terminal commissioning, technical trouble shooting, and general customer assistance services.

**7. 911 SERVICE**

- (A) 911 Service (Inmarsat Only):** Customers using Stratos' Services and related Equipment, including without limitation those using the Services and Equipment in any manner in conjunction with Stratos' Inmarsat 911 Service, acknowledge and agree as a condition of the provision of Services and Equipment by Stratos that Customers will make no claim, whether in contract, tort or otherwise, against Stratos, its employees, affiliates, subsidiaries, successors or assigns for bodily injury, loss of life, damage to property or for any other



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loss whatsoever, or for special, incidental, indirect, consequential or punitive damages, by reason of any unavailability, delay, faultiness or failure of the satellite, Stratos' facilities, Services, Equipment, inaccuracies or failures with regard to any user information provided to Stratos. This disclaimer of liability by Stratos is made to the fullest extent permitted by applicable law and applies regardless of the cause of any liability, including, without limitation, to wrongful conduct, omission or fault of employees or agents of Stratos.

(i) When customers dial the 911 short code on a mobile satellite terminal (911#) the call will be routed to Stratos' Operations Center who will locate the nearest Public Safety Answering Point (PSAP) and route the call accordingly.

(ii) Unlike traditional landline based 911 service, Stratos' Inmarsat 911 Service does not automatically provide location information to the Operator. When Customers dial 911, Customers will need to advise Stratos of their physical location. Once the physical location (i.e., intersection and/or street, city and state) is provided by Customer to Stratos, then Stratos will locate the nearest PSAP and immediately route the call for a 911 emergency response.

(iii) Customers understand that by using Stratos' Inmarsat 911 Service, Stratos will disclose Customers' physical location, including the geographic coordinates of equipment to the PSAP (i.e., governmental and quasi-governmental agencies such as emergency service providers and law enforcement agencies).

(iv) Customers must be logged into a Stratos Land Earth Station (LES) to access Stratos' Inmarsat 911 Service. Customer must select LES IS 002 or ID 013 on their terminal to obtain Stratos' Inmarsat 911 Service. For further instructions, please consult Stratos' website at [www.stratosglobal.com](http://www.stratosglobal.com) or call the Stratos' 24 hour Customer Support team toll free at 1-800-563-2255 or 33# from your satellite terminal.

(v) Service outages, signal strength and battery power will all impact customers' ability to access Stratos' Inmarsat 911 Service. Dialing 911 does not work during system outages or satellite acquisition. Stratos does not promise uninterrupted or error free service.

(vi) Stratos is only responsible for routing the 911 call. Stratos DOES NOT provide customers with any type of 911 emergency response services. The provision of emergency response services is the responsibility of the PSAP.

(B) **911 Service (Iridium, MarineSat/LandSat and GlobalStar):** 911 Service is provided to Customer directly from the satellite provider for Customers using these services. Please contact the respective satellite service provider for further directions and procedures for using and accessing the 911 Service.

## 8. OPERATING PROCEDURES

Customers will follow the procedures ("Procedures") established by the entities that supply the Services and Equipment to Stratos ("Suppliers") and such Procedures may be provided to Customer upon reasonable request to Stratos. Customer acknowledges that the Procedures may be modified from time to time by Suppliers. Stratos will not be liable for Customer's use of the Services or Equipment in a manner inconsistent with the Procedures provided by Suppliers.

## 9. SERVICE SPECIFIC TERMS AND CONDITIONS

### Inmarsat Services:

#### (i) Identification Numbers

Unless specifically directed by a Customer, Customer will be assigned a unique identification number for each Unit used by Customer, which is also referred to as an Inmarsat Mobile Number ("IMN"). Customer will have no property right in the identification numbers assigned in connection with the Service and Stratos may change such numbers at such time or times as Stratos, in its sole discretion, considers necessary without any liability whatsoever.

#### (ii) Stratos' Nera Inmarsat mini-M Terminals

All Nera Inmarsat mini-M terminals distributed by Stratos within North America and for use exclusively on ID013 will include software configured to use Stratos' land earth stations (ID 013) and SIM Cards. All



Nera Inmarsat mini-M terminals distributed by Stratos outside of North America to be used on Stratos' land earth station (ID 002) will not include this software. To change these default settings, the terminal must be returned to Stratos for software replacement. Customer is responsible for all charges related to the software replacement.

(iii) **Terminal Usage**

Inmarsat terminals and Services may not be used in the United States unless the Customer has indicated on its Subscriber Application that the Services will be used exclusively in the United States under Stratos' licenses.

## 10. SERVICE AVAILABILITY

THE SERVICES ARE PROVIDED ON AN "ON-DEMAND" BASIS AND ARE SUBJECT TO THE AVAILABILITY OF CAPACITY ON THE APPLICABLE SATELLITE NETWORK. SERVICES MAY BE TEMPORARILY UNAVAILABLE OR LIMITED BECAUSE OF CAPACITY LIMITATIONS, NETWORK EQUIPMENT FAILURES, DISTRESS OR ANY OTHER EMERGENCY PRE-EMPTION AS REQUIRED BY STRATOS OR A SUPPLIER OR MAY BE TEMPORARILY INTERRUPTED OR CURTAILED DUE TO MODIFICATIONS, UPGRADES, REPAIRS OR SIMILAR ACTIVITIES OF A SUPPLIER. STRATOS HAS NO LIABILITY FOR UNAVAILABILITY OR MALFUNCTION OF SUPPLIERS' NETWORKS.

## 11. CONDITIONS OF OTHER CONTRACTS

The obligations of Stratos and the terms of service and sale under these Terms and Conditions are subject to the terms of the agreements under which Stratos purchases the Services and Equipment from Suppliers (each an "Other Contract"). To the extent fulfillment of any obligation under these Terms and Conditions is not permissible or possible under an Other Contract, the Other Contract will prevail and such obligation will be suspended or modified to the extent required by the Other Contract. Stratos represents and warrants that it is not presently aware of any material respect in which these Terms and Conditions are inconsistent with an Other Contract.

## 12. SOFTWARE LICENSE AND INTELLECTUAL PROPERTY

- (A) Effective upon delivery, Stratos herein grants to Customer a fully paid, non-exclusive, non-sublicensable and non-transferable license and/or sublicense to use the software provided with the Equipment, including, such software associated with StratosOne™, StratosNet®, AmosConnect™, AmosMail™, or any other third party software (the "Software"), for as long as Customer is entitled to use the Equipment. Customer may use the Software only in machine-readable, object code form. Third party software may be subject to additional terms and conditions described in the applicable third party software user documentation, and to the extent that those terms conflict with these Terms and Conditions, the third party terms will control. Customer may use the Software only for internal purposes and only in connection with the Equipment and Services provided by Stratos. Customer may not assign, transfer, pledge, rent, share, copy or sublicense any of the Software. Customer may not reverse engineer, decompile or otherwise attempt to discover the source code of the Software.
- (B) If the Customer using the Equipment or Software is the U.S. Government, then the following restrictions apply:
  - (i) The Software provided is software developed at private expense and is not in the public domain.
  - (ii) The Software is provided to non-Department of Defense government agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19.
  - (iii) In the event the Software is provided to a Department of Defense government agency, the Government's rights in the Software, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clauses at DFARS 252.227-7015 and DFARS 227.7202.
- (C) Other than as specifically set forth in this Article, no licenses or any rights of any kind under any patent, copyright and rights to create derivative works, trademark, trade secret, service mark, mask works or other form of intellectual property (collectively "Intellectual Property Rights") are granted by either Party or are to be implied by these Terms and Conditions or arisen by estoppel.

## 13. USE OF SERVICES AND EQUIPMENT



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- (A) Customer will use the Services only in accordance with applicable U.S. and foreign rules, laws and regulations. Customer is solely responsible for determining and complying with the licensing requirements in any jurisdiction in which it is operating the Equipment. Customer will be liable for all use or misuse of the Services and/or Equipment hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise. Customer will not resell or rent the Services or Equipment. Customers will not use the Services or Equipment in an abusive or fraudulent manner, including, but not limited to the following:
- (i) accessing or attempting to access Services by using an unauthorized device or by tampering with or altering Equipment;
  - (ii) obtaining or attempting to obtain permission to use Services or Equipment by providing false or misleading information;
  - (iii) obtaining Services or Equipment without having the intent to pay charges incurred;
  - (iv) intentionally interfering with or causing disruption in the provision of Services or Equipment to other Customers;
  - (v) using Services or Equipment to further criminal activity;
  - (vi) using Services or Equipment to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or
  - (vii) using Services or Equipment in a manner that interferes unreasonably with the use of services or equipment by one or more other Stratos customers.
- (B) Stratos reserves the right to terminate use of the Services of any Customer engaging in abusive or fraudulent use of the Services or Equipment purchased from Stratos.

#### **14. DEFAULT AND TERMINATION OF SERVICES**

- (A) The occurrence or happening of any one or more of the following events will constitute an event of default if not remedied within ten (10) days after notice from Stratos:
- (i) use of the Services or Equipment in any manner or for any purpose contrary to law (see Article 19);
  - (ii) abuse or fraudulent use of the Services and/or Equipment (see Article 13);
  - (iii) failure to make any payments due as invoiced;
  - (iv) discovery by Stratos that any representation or warranty made by Customer in any document furnished by Customer to Stratos is incorrect;
  - (v) breach or violation of any of these Terms and Conditions by Customer; or
  - (vi) commencement of any proceeding, whether voluntarily or involuntarily, relating to Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally.
- (B) Subject to Article 13, in the event of default, Stratos may, at Stratos' sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate Customer's Service without notice. Stratos will bill Customer and Customer will pay Stratos, in accordance with Article 4, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, Stratos will incur no liability whatsoever. Customer will be liable for all costs and expenses incurred by Stratos due to default by a Customer, including but not limited to legal costs.
- (C) Stratos, may, with no liability whatsoever, suspend or terminate Services and/or Equipment if lawfully ordered to cease operation of such Services and/or Equipment by a state or federal court of law, or any other lawful federal, state or local governmental authority. If at any time during the term of these Terms and Conditions any equipment, facilities, or property used by Stratos or its Suppliers to provide the Services and/or Equipment are taken for a public or quasi-public purpose by a lawful power or authority under the exercise of condemnation or eminent domain, Stratos will have the right, upon written notice to Customer, to terminate the Services and/or Equipment affected by the taking.
- (D) Stratos may also terminate Services in the event that an Other Contract for purchase of Services and/or Equipment expires or is terminated, provided that termination of the Services will only be with respect to the Services or Equipment provided pursuant to that Other Contract.
- (E) The rights of termination, restriction or suspension set forth in this Article are in addition to any other remedies available to Stratos under these Terms and Conditions, or at law or in equity.



## 15. IMPLIED WARRANTIES AND REPRESENTATIONS

- (A) EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE OR OTHERWISE, IN RESPECT OF THE SERVICES OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.
- (B) Stratos may provide Customer with access to certain account management tools ("Tools"), either directly or through Stratos' website. Such Tools may include, but are not limited to, "Quicksort", "StratosAccess™", "StratosGateway™", "AmosConnect Online" and "Dashboard". These Tools are provided to help Customers track their accounts and/or service usage. HOWEVER, USE OF THESE TOOLS ARE AT THE CUSTOMER'S OWN RISK, AND STRATOS MAKES NO REPRESENTATION OR WARRANTY AS TO THE BENEFITS OF THE TOOLS OR THE ACCURACY OF ANY INFORMATION GENERATED THEREBY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, STRATOS DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED TO THE USE OF THESE TOOLS AND INFORMATION, REGARDLESS OF THE BASIS OF THE CLAIM (INCLUDING BUT NOT LIMITED TO NEGLIGENCE).

## 16. INDEMNITY AND LIMITATION OF LIABILITY

- (A) SOME JURISDICTIONS WILL NOT ALLOW THE PARTIES TO LIMIT LIABILITY FOR PERSONAL INJURY. IN THOSE JURISDICTIONS, THE FOLLOWING LIMITATIONS AND INDEMNITIES WILL ONLY APPLY TO PERSONAL INJURY TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW.
- (B) STRATOS DOES NOT UNDERTAKE TO TRANSMIT MESSAGES, BUT OFFERS THE USE OF ITS FACILITIES TO CUSTOMERS FOR THE TRANSMISSION OF TELECOMMUNICATION SERVICES.
- (C) CUSTOMER AGREES TO RELEASE, PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS STRATOS AND STRATOS' AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES ("STRATOS GROUP"), ASSIGNS AND SUPPLIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, ACTIONS, LOSSES, DAMAGES, DEMANDS, SUITS, (INCLUDING DAMAGE TO PROPERTY AND PERSONAL INJURY) AND EXPENSES (INCLUDING LOSSES FROM SETTLEMENT AND REASONABLE COURTS COSTS AND ATTORNEY'S FEES) ARISING OUT OF OR RELATING IN ANY WAY OR ALLEGED TO BE CAUSED BY:
  - (I) CUSTOMER'S USE OR MISUSE OF THE EQUIPMENT AND/OR SERVICES; AND/OR
  - (II) FAILURE OR LIMITATIONS OF ANY EMERGENCY DISTRESS FEATURES ASSOCIATED WITH THE EQUIPMENT AND/OR SERVICES (INCLUDING BUT NOT LIMITED TO, GLOBAL MARITIME DISTRESS AND SAFETY SERVICES (GMDSS) FEATURES; AND/OR
  - (III) INSTALLATION, MAINTENANCE AND/OR REMOVAL OF SUCH EQUIPMENT AND/OR SERVICES PROVIDED BY STRATOS AND/OR ITS SUBCONTRACTORS; AND/OR
  - (IV) CUSTOMER'S BREACH OF THESE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT SUCH CLAIMS ARE BASED UPON THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF STRATOS; AND/OR
  - (V) ANY CLAIMS OR ACTIONS FOR LIBEL, DEFAMATION, SLANDER, INVASION OF PRIVACY, PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, OR THE VIOLATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, ARISING IN CONNECTION WITH THE USE OR MISUSE OF THE SERVICES AND/OR EQUIPMENT; AND/OR
  - (VI) ANY CLAIM OR ACTION FOR PATENT INFRINGEMENT RESULTING FROM CUSTOMER'S USE (OR USE BY ANY OF ITS AFFILIATES) OF THE EQUIPMENT AND/OR SERVICES IN COMBINATION WITH THE EQUIPMENT, HARDWARE, SOFTWARE, SYSTEMS, CABLING, FACILITIES OR SERVICES NOT PROVIDED HEREUNDER BY STRATOS.
- (D) THE TOTAL, AGGREGATE LIABILITY OF STRATOS TO CUSTOMER FOR ANY AND ALL CLAIMS WHATSOEVER RELATED TO THE EQUIPMENT AND/OR SERVICES OR THESE TERMS AND CONDITIONS FOR DAMAGES TO CUSTOMER (OR TO ANY AFFILIATE OF CUSTOMER) FOR ANY CLAIMS WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, HOWSOEVER



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ARISING WILL BE LIMITED TO DAMAGES ACTUALLY PROVEN AS DIRECTLY ATTRIBUTABLE TO STRATOS, AND FURTHER LIMITED TO AN AMOUNT EQUAL TO THE LAST THREE (3) MONTHS OF PAYMENTS MADE BY CUSTOMER TO STRATOS UNDER THESE TERMS AND CONDITIONS PRECEDING THE DATE OF ANY CLAIM MADE AGAINST STRATOS.

- (E) NEITHER STRATOS GROUP NOR ANY OF STRATOS GROUP'S SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, INSURERS, SUBSIDIARIES AND AFFILIATED (INCLUDING PARENT) COMPANIES, AND THEIR EMPLOYEES, REPRESENTATIVES, OFFICERS AND DIRECTORS, WILL BE LIABLE ON ANY BASIS WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOSS ARISING FROM OR ATTRIBUTABLE TO FAILURE TO REALIZE ANTICIPATED SAVINGS, OR LOSS OF PRODUCTION, EQUIPMENT OR DATA) EVEN IF A PARTY KNEW OR HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, IN CONNECTION WITH (I) THE PROVISION OR FAILURE TO PROVIDE THE EQUIPMENT AND/OR SERVICES, FOR ANY REASON WHATSOEVER AND HOWSOEVER ARISING, OR (II) ANY UNAVAILABILITY, DELAY, INTERRUPTION, DISRUPTION OR DEGRADATION IN OR OF THE SPACE SEGMENT OR OF ANY TELECOMMUNICATIONS CARRIED ON THE SPACE SEGMENT OR SERVICE OUTAGE OR DEGRADATION IN SUPPLIERS' NETWORKS DUE TO SATELLITE MALFUNCTION, OR (III) THE SUSPENSION BY STRATOS OR STRATOS' SUPPLIERS OF THE MOBILE EARTH STATION'S AUTHORIZATION TO USE SERVICES PROVIDED BY STRATOS OR STRATOS' SUPPLIERS, DUE TO ANY CAUSES WHATSOEVER. STRATOS' LIABILITY IN CONTRACT, TORT OR OTHERWISE, INCLUDING ANY LIABILITY FOR NEGLIGENCE, HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF STRATOS' OBLIGATIONS UNDER THESE TERMS AND CONDITIONS WILL BE LIMITED TO THE REMEDIES PROVIDED HEREIN.

## **17. CONFIDENTIAL INFORMATION / PRIVACY AND DATA PROTECTION**

- (A) Unless Customer consents in writing, or disclosure is made pursuant to a legal proceeding, Stratos will keep confidential all information or data furnished by Customer or otherwise acquired by Stratos through performance. Such information will not be released by Stratos to anyone other than: (i) Customer; (ii) a person who in the reasonable judgement of Stratos is acting as an agent of Customer; (iii) to the commissioning entity or supplier or another telecommunications carrier provided that the information is to be used for the provision of Services and disclosure is made on a confidential basis with the information to be used solely for that purpose; (iv) an agent retained by Stratos to collect outstanding balances owed to Stratos by Customer; or (v) to a law enforcement agency whenever Stratos has reasonable grounds to believe that Customer has knowingly supplied Stratos with false or misleading information or is otherwise involved in unlawful activities. Customer's data will be held and/or transferred in strict accordance with the applicable data protection laws and Stratos' registration and Customer consent.
- (B) Each party will comply fully with all applicable privacy and data protection laws and regulations, and will provide such assistance to the other party as is reasonably necessary to assist the other party in complying with such laws and regulations. Customer will indemnify Stratos against claims by third parties resulting from inadequate breach or inadequate observance of the provisions of this Article 17 (B).

## **18. INDEPENDENT CONTRACTOR**

These Terms and Conditions do not create any partnership, joint venture, agency or employee/employer relationship of any kind between Stratos and Customer. Stratos is an independent contractor with respect to performance under these Terms and Conditions; all persons employed by each party are, and will remain, the It is expressly understood that neither party's employees may participate in or receive any benefits from the other party's employee benefit plans.

## **19. NOTICES**

All notices, requests, demands and other communications hereunder will be effective upon delivery. Such notices will be in writing and will be sent by facsimile, email, nationally recognised overnight courier or delivered in person, addressed as set forth below. Stratos may, at any time, amend the below addresses for notice upon written notice to Customer.

**If to Stratos:**

  
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**For Customer Service**

Stratos Wireless, Inc.  
 34 Glencoe Drive  
 Donovans Business Park  
 Mount Pearl, Newfoundland, Canada A1N 4S8  
 Attention: Customer Service  
 Tel: +1-709-748-4226  
 Fax: +1-709-748-4320  
 Email: [support@stratosglobal.com](mailto:support@stratosglobal.com)

**For Contract, Legal & Demand Notices**

Stratos Wireless, Inc.  
 6550 Rock Spring Drive, Suite 650  
 Bethesda, Maryland 20817 USA  
 Attention: Contracts and Legal Department  
 Tel: +1-301-214-8800  
 Fax: +1-301-214-8801  
 Email: [contracts.legal@stratosglobal.com](mailto:contracts.legal@stratosglobal.com)

**For Billing Inquiries**

Stratos Wireless, Inc.  
 34 Glencoe Drive  
 Donovans Business Park  
 Mount Pearl, Newfoundland, Canada A1N 4S8  
 Attention: Billing  
 Tel: +1-709-748-4280  
 Fax: +1-709-748-4300  
 Email: [billingcs@stratosglobal.com](mailto:billingcs@stratosglobal.com)

If to Customer: To the address as set forth on the Subscriber Application or accepted quotation.

**20. GOVERNING LAW / RULES & REGULATIONS**

- (A) These Terms and Conditions will be governed by and construed in accordance with the laws of the State of New York, excluding any choice of law rule thereof that would direct the application of the laws of another jurisdiction.
- (B) Customer will not use the Services for any purpose contrary to law. Customer agrees to abide by all of the current regulations in effect in countries where the Services or Equipment may be used, including licensing requirements. Both Stratos and Customer will fully abide by all applicable laws, rules and regulations, including but not limited to all applicable anti-bribery or anti-corruption laws. Stratos will not pay any commissions, fees or grant any rebates to any employee or officer of Customer, nor favor any employee or officer of Customer with gifts or entertainment of other than nominal value, nor enter into business arrangements with any employee or officer of Customer, other than as a representative of Customer, without the prior written approval of Customer.
- (C) Customer agrees to strictly adhere to the requirements and restrictions of the U.S. export and embargo laws and regulations, and any similar laws and regulations of other countries as applicable, in respect of the Services and/or Equipment to ensure the Services and/or Equipment is not transferred in violation of such laws and to obtain any required export/import licenses or authorisations. Customer agrees to obtain, at Customer's sole expense, all necessary licenses, approvals, permits, consents and governmental authorizations that may be required for Customer's use of the Services and Equipment. The use of Stratos Services and Equipment is expressly prohibited: (i) within the territory of Cuba, Iran, and any other countries where such use is prohibited under U.S. or other applicable law; and (ii) by any nationals of Cuba, Iran, or any other countries where such use is prohibited under U.S. or other applicable law. The use in Sudan of Equipment provided by Stratos is also prohibited.
- (D) Stratos will not be held responsible for any operational restrictions, customs, license or permit fees required for operation of the Network Services in the destination country. In addition, Stratos will have no responsibility for fines associated with terminal seizure nor for legal ramifications of using Equipment in countries where it is prohibited. Customers are advised to contact the embassy or trade office of the destination country prior to entry into that country.

**21. ASSIGNMENT**

Stratos may, without the consent of Customer, (a) assign its right to receive payment hereunder to a third party and (b) assign its rights and obligations hereunder to a corporation, partnership or other business enterprise in



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which Stratos has directly or indirectly, an ownership interest. These Terms and Conditions will enure to the benefit of, and will be binding on Customers' and Stratos' respective successors and permitted assigns.

## **22. FORCE MAJEURE**

Stratos will not be liable for any failure of performance hereunder due to causes beyond its reasonable control ("Force Majeure"), including, without limitation, acts of God, fire, explosion, satellite failure, vandalism, cable cut, storm or other catastrophes, national emergency, insurrections, riots, wars or strikes, lock-outs, usually severe weather, epidemics, earthquakes, floods, work stoppages or other labour disputes, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof, or delay in delivery of Equipment, to the extent such delay is beyond the reasonable control of Stratos or Customer and other delays incurred for reasons beyond Stratos' reasonable control, which, by the exercise of reasonable diligence, they are unable to prevent or avoid. Stratos' obligation to perform will be suspended for the duration of a period of Force Majeure and will resume as soon as reasonably possible, upon the cessation of the event of Force Majeure.

## **23. WAIVER OF COMPLIANCE**

The waiver or the failure of Stratos to enforce any of the provisions of these Terms and Conditions or to exercise any right or privilege hereunder, will not be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

## **24. ENTIRE AGREEMENT**

These Terms and Conditions constitute the entire agreement between Stratos and Customer relating to the subject matter hereof and supersede all prior agreements between the Parties with respect to such subject matter. There are no other oral or implied agreements, warranties or understandings between Stratos and Customer with respect to such subject matter.

## **25. SEVERABILITY**

If any provision of these Terms and Conditions will be declared invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. In the event that any such provision will be declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it will be modified to the scope, breadth or duration permitted by law and will continue to be fully enforceable as so modified.

## **26. SURVIVABILITY**

All provisions which would naturally survive the expiration or termination of these Terms and Conditions will so survive, including but not limited to the Articles entitled "Billing and Payment", "Sale of Equipment", "Use of Services and Equipment", "Default and Termination of Services", "Indemnity and Limitation of Liability", "Confidential Information/Privacy and Data Protection", and "Governing Law/ Rules and Regulations"

## **27. RESTRICTED DESTINATIONS**

No Services shall be used in, or Equipment imported into, any country where doing so is a violation of applicable U.S. law, and no Services shall be used by, or Equipment transferred to, any person or entity identified on the U.S. Specially Designated Nationals (SDN) List. Without limiting the foregoing, in no instance shall Services be used in, or Equipment imported into, the following countries without the express written consent of Stratos, which will only be provided upon a showing that the proposed use or importation is licensed or otherwise authorized by the applicable authority: Cuba, Iran, Syria, Sudan and North Korea.

## **28. EFFECTIVE DATE**

The Terms and Conditions are effective as of 20 August 2007, and will remain in effect unless modified, revoked or terminated by Stratos. Notwithstanding the foregoing, these Terms and Conditions will continue to govern the provision by Stratos and use by Customer of the Services and/or Equipment, unless otherwise amended and agreed upon in writing by the parties.





## USA FUNDS DEBT MANAGER AGENCY AGREEMENT

THIS AGREEMENT made and entered into as of this 16th day of September, 2010 by and between Coast Community College District, (the "Principal") and United Student Aid Funds, Inc., (the "Agent").

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Principal and the Agent agree as follows:

USA Funds Debt Manager: This is a Web-based contact management tool that tracks certain information to facilitate communication between schools and student loan borrowers to mitigate student loan defaults, both while students are enrolled in school and after graduation, and to enhance efforts to monitor and reduce cohort default rates ("Debt Manager").

Agency: Subject to the terms and conditions of this Agreement, the Principal hereby appoints the Agent as its exclusive agent solely for the purpose of assisting the Principal with the administration, operation and support of the Debt Manager product. Agent does hereby accept such appointment and agrees to act as such agent on behalf of the Principal. Principal expressly authorizes and requests any third party, including, without limitation, loan servicers, loan owners, and loan guarantors, that are presented with a copy of this signed Agreement, to release to Agent and/or its service provider any and all Federal Family Education Loan Program ("FFELP") and/or private education loan data information requested by Agent for inclusion in the Debt Manager database relating to FFELP or private education loans made in connection with attendance at the school that is the Principal hereunder. Principal acknowledges that each such third party will be relying on this Agreement as authority to release the requested information to the Agent.

Duties: Agent shall, on behalf of and at the direction of the Principal, assist the Principal with all aspects of the administration, operation and support of Debt Manager. Agent shall (i) treat all information that is made available to the Agent for, through, or in connection with the Debt Manager, whether written, oral, or in computer or electronic form, as confidential and proprietary information, (ii) use such information solely in its role as Agent as described hereunder, and (iii) use its best efforts to ensure against its disclosure to unauthorized third parties.

Term: This Agreement shall be in effect as of the date set forth above, and shall terminate on September 16, 2013. Notwithstanding the foregoing, (i) either party shall have the right to terminate this Agreement at any time upon giving sixty (60) days notice, in writing to the other party, and (ii) this Agreement shall be automatically terminated (a) with respect only to a particular loan program, if the school that is the Principal hereunder no longer participates in such loan program, and (b) with respect to all loan programs, if the school that is the Principal hereunder no longer has an agreement with the Agent to access or use Debt Manager. Termination shall not be effective as to any third party that has been provided a copy of this Agreement as proof of Agent's authority until 30 days after such third party receives written notice of the termination of this Agreement.

Governing Law: This Agreement shall in all respects, be interpreted, construed and governed by the laws of the State of California, without reference to its principles of conflict laws. An amendment shall not be effective as to any third party that has been provided a copy of this Agreement as proof of Agent's authority until 30 days after such third party receives written notice of the amendment to this Agreement.

Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and the parties agree that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

Limitation of Liability: If either party violates or fails to comply with any applicable law or government regulations, then such party agrees to assume liability for, and does hereby indemnify, protect, and keep harmless the other party, its successors and assigns, from and against, any and all liabilities, losses, and claims, imposed on, incurred by, or asserted against such other party, relating to or arising out of such violation or failure to comply.

IN WITNESS WHEREOF, Principal and Agent have each caused this Agreement to be executed by their respective authorized officers and to take effect on the date first above written.

Coast Community College District

UNITED STUDENT AID FUNDS, INC

By: \_\_\_\_\_

By:

*Denise Feser*

Dennis Harkins, President, Orange Coast College

Denise B. Feser, Senior Vice President

\_\_\_\_\_  
Jerry Patterson, President, Board of Trustees

## Resolution #10-23

### A Resolution of the Board of Trustees of the Coast Community College District Supporting Proposition 25, The Majority Vote for the Legislature to Pass the Budget Act

**WHEREAS**, more than 70% of the funding for classrooms in the Coast Community College District originates with the State of California; and

**WHEREAS**, over \$17 billion has been slashed from the statewide public education budget in the past two budget years; and

**WHEREAS**, the Coast Community College District Board of Trustees has been forced to implement severe budget reductions due to the state budget deficit and reduced apportionments from Sacramento, and

**WHEREAS**, the budget crisis in California is in part a result of decreased sources of revenue, including recently enacted corporate tax breaks and loopholes which have reduced state revenues for education, health and human services and other programs supported by the State's general fund; and

**WHEREAS**, the impact of state budget reductions on the Coast Community College District has resulted in fewer courses, larger class sizes, wait lists and reduced student services resulting in a loss of access for our students to the education they need and deserve; and

**WHEREAS**, the State of California is one of only three states in the nation that require a two-thirds legislative supermajority to pass a budget; and

**WHEREAS**, each year a small minority of legislators can block the will of the majority and prevent a balanced approach to solving the budget crisis, inflicting great harm on the ability of community colleges to carry out their mission;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Coast Community College District will work with all interested parties in the community to advocate for Proposition 25, the Majority Vote Budget Act, to help resolve state budgetary problems that affect the delivery of quality of education in the District; and

**BE IT FURTHER RESOLVED** that the Board of Trustees of the Coast Community College District will work with all interested parties to publicly advocate for a simple legislative majority to replace the two-thirds supermajority in the California Legislature for the purposes of passing a state budget.

I, Christian Teeter, Secretary of the Board of Trustees of the Coast Community College District hereby certify that on October 6, 2010, this Resolution was adopted by a vote of \_\_\_\_.

Aye:

No:

Abstain:

---

Christian Teeter, Ed.D., Board Secretary, Board of Trustees

## Resolution #10-22

### A Resolution of the Board of Trustees of the Coast Community College District Supporting Proposition 24, The Tax Fairness Act

**WHEREAS**, the State of California has been experiencing a budget crisis for several years now and this crisis has had a profound negative impact on higher education throughout California, including the Coast Community College District; and

**WHEREAS**, the budget crisis in California is in part a result of decreased sources of revenue, including recently enacted corporate tax breaks and loopholes which have reduced state revenues for education, health and human services and other programs supported by the State's general fund; and

**WHEREAS**, Proposition 24, prevents tax breaks to large corporations that have not supported job creation in California; and

**WHEREAS**, Proposition 24 prevents approximately \$1.3 billion in budget cuts to schools and public safety, and saves thousands of much needed jobs; and

**WHEREAS**, Proposition 24 is endorsed by many organizations who are concerned about the impact of reduced state revenue and its effect on all levels of public education in California, including the American Federation of State, County and Municipal Employees, Association of California School Administrators, California Alliance for Retired Americans, California Faculty Association, California Federation of Teachers, California Labor Federation, AFL-CIO, California Nurses Association, California Partnership, California Professional Firefighters, California School Employees Association, California State Council of Laborers, California State Parent Teacher Association, Congress of California Seniors, Consumer Federation of California, Faculty Association of California Community Colleges, League of Women Voters and Orange County Labor Federation;

**NOW, THEREFORE BE IT RESOLVED**, that the Coast Community College District Board of Trustees supports Proposition 24, the Tax Fairness Act, on the November 2010 ballot.

I, Christian Teeter, Secretary of the Board of Trustees of the Coast Community College District hereby certify that on October 6, 2010, this Resolution was adopted by a vote of \_\_\_\_.

Aye:

No:

Abstain:

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Christian Teeter, Ed.D., Board Secretary, Board of Trustees



## **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 has developed 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)

**Fiscal Review and Impact:** Gross Income of \$13,200 per year.



**VAULT LEASE**

<u>LEASE COVERING PREMISES LOCATED AT</u> <b>16700 Skyline Drive</b> <b>La Habra Heights (La Habra TV)</b> <b>Los Angeles County, California 90631</b>
<u>LESSOR'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO.</u> <b>95-6002272</b>
<u>TENANT AGENCY</u> <b>California Highway Patrol (State of California)</b>

**File No.: 1849-001****Project No.: 130355**LESSOR**Coast Community College District**

**PREAMBLE** THIS VAULT LEASE ("Lease"), dated October 6, 2010 for reference purposes only, 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. LESSOR and LESSEE may be referred to herein individually as "Party" and collectively as "Parties."

**RECITALS**

**WHEREAS**, the LESSOR owns a certain communications facility located in the County of Los Angeles, State of California, commonly known as the La Habra Heights Communication Site, consisting of a communications tower and support building located on real property at or near 16700 Skyline Drive, La Habra Heights, California (the "Premises"); See Exhibit "A" for complete legal description of the Premises; and

**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**, LESSOR and LESSEE originally entered into a non-exclusive lease agreement (*Transaction No. 7809024*) on or about December 1, 1981 and continuing through November 30, 1986 for LESSEE's use of tower and building space on the Premises, which then continued on a month-to-month basis from December 1, 1986 through December 31, 2009; and

**WHEREAS**, LESSEE desires to enter into a new Lease for non-exclusive tower and building space on the Premises ("Lease"), where LESSEE can place its personal property transmission equipment;

**NOW THEREFORE**, it is mutually agreed as follows:

**WITNESSETH**

- |                    |   |
|--------------------|---|
| <b>DESCRIPTION</b> | <b>1.</b> The LESSOR hereby Leases to the LESSEE and the LESSEE hereby Leases from the LESSOR certain non-exclusive space at the LESSOR's Premises. |
| <b>USE</b>         | <b>2.</b> LESSEE is leasing the Premises for operating and using a radio relay station, together with the necessary appurtenances thereto.          |

**TERM**

3. The initial term of this Lease ("Initial Term") shall be for 10-years, commencing on January 1, 2010 (the "Commencement Date") and shall end on December 31, 2019 (the "Expiration Date"), with such rights of extension and/or termination as may be hereinafter expressly set forth herein.

**EARLY  
TERMINATION  
RENT**

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.

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.

**TERM****ANNUAL PAYMENT**

1. January 1, 2010 to December 31, 2010	\$13,200.00
2. January 1, 2011 to December 31, 2011	\$13,464.00
3. January 1, 2012 to December 31, 2012	\$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 extend this Lease beyond the Initial Term for additional periods of four 5-year terms, unless LESSEE provides LESSOR written notice of its intention not to extend the then existing 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 Initial 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 STATE: State of California  
Department of General Services  
Real Estate Services Division  
Lease Management A – 1849-001  
707 Third Street, 5<sup>th</sup> Floor  
West Sacramento, CA 95605-2811  
Telephone: (916) 375-4171  
Facsimile: (916) 375-4173

To STATE: Attn: OCIO/PSCD Site Management  
601 Sequoia Pacific Boulevard  
Sacramento, CA 95814-0282  
Telephone: (916) 657-9723  
Facsimile: (916) 657-9233

To STATE: California Highway Patrol  
Telecommunications Section  
P.O. Box 942898  
Sacramento CA 94298-0001  
Telephone: (916) 843-4200  
Facsimile: (916) 843-4281

In all notices and correspondence, reference tenant agency, the Premises address, and the STATE'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 STATE offices listed above and the failure to provide notice to all STATE offices will be deemed to constitute a lack of notice.

**INTERFERENCE**

**10. A.** The LESSOR avers that the LESSEE is responsible for the STATE'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 non-government tenants subsequent to this Lease between the LESSOR and the LESSEE shall be engineered to the STATE'S existing PSNS installation, to insure compatibility. LESSOR agrees that its subsequent tenants shall install, maintain, and operate their electronic equipment in accordance with customary engineering standards 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 STATE'S PSNS, the LESSOR shall at its own cost and expense remedy the interference caused by the LESSOR'S subsequent and/or future non-government tenants.

<b>UTILITIES &amp; SERVICES</b>	<p><b>11.</b> 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.</p> <p>In the event LESSEE pays a separate electrical or other utility charge or any other charges payable in connection with LESSEE'S use of the 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.</p>
<b>ADDITION OF SERVICES &amp; UTILITIES</b>	<p><b>12.</b> 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.</p>
<b>SERVICE CONTACTS</b>	<p><b>13.</b> 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.</p>
<b>ACCESS</b>	<p><b>14.</b> LESSEE shall have a key to the Premises, and all gate keys, and may, through its authorized agents, enter upon the Premises at any time.</p>
<b>WEED ABATEMENT</b>	<p><b>15.</b> 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 Premises.</p>
<b>ROAD ACCESS</b>	<p><b>16.</b> 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 Premises.</p> <p>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 the Premises.</p>
<b>ROAD MAINTENANCE</b>	<p><b>17.</b> LESSOR shall maintain all access roadways under its control from the nearest public roadway to the Premises 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 the LESSEE'S use, including such road surface protective features as water drains, berms, and culverts.</p>
<b>INSPECTION</b>	<p><b>18.</b> LESSOR reserves the right to enter and inspect the Premises and the LESSEE'S personal property located thereon, at reasonable times, with the prior written consent of the LESSEE.</p>
<b>INSURANCE</b>	<p><b>19.</b> The LESSOR understands and agrees to the following:</p> <p>a. The State of California has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program.</p>

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 Premises, 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 Premises 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. Upon the expiration or termination of this Lease, the LESSEE shall have the duty to remove any improvements or fixtures placed by LESSEE on the Premises, and to restore the Premises to usable condition.

**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.

<b>DESTRUCTION OF PREMISES</b>	<b>23.</b> If the Premises 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.
<b>SUBLET &amp; ASSIGN</b>	<b>24.</b> 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 the Lease without LESSEE'S permission.
<b>SUBSTITUTION</b>	<b>25.</b> 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.
<b>ORAL AGREEMENTS</b>	<b>26.</b> 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.
<b>QUIET POSSESSION</b>	<b>27.</b> 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.
<b>ALTERATIONS TO PREMISES</b>	<p><b>28.</b> 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.</p> <p>Such items so placed in or upon or attached to the Premises 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.</p>
<b>CAL-OSHA</b>	<b>29.</b> 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.
<b>PERSONAL PROPERTY</b>	<b>30.</b> 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 Premises during the term of the Lease.
<b>BUDGET CONTINGENCY CLAUSE</b>	<p><b>31.</b> 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.</p> <p>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 Lease.</p> <p>If funding for any fiscal year is reduced or deleted by the Budget Act, the LESSEE shall have the option to either cancel this Lease without liability occurring to the LESSEE, or may offer to enter into a Lease amendment with LESSOR.</p>

**BINDING**

**32.** 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.

**IN WITNESS WHEREOF**, this Lease has been executed by the parties hereto, as of the dates of execution written below.

LESSEE:  
STATE OF CALIFORNIA

LESSOR:

DEPARTMENT OF GENERAL SERVICES

COAST COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_  
MICHAEL P. BUTLER, Asst. Chief  
Real Properties Services Section

By \_\_\_\_\_  
MR. JERRY PATTERSON  
BOARD PRESIDENT,  
BOARD OF TRUSTEES

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

APPROVAL RECOMMENDED:

DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION

By \_\_\_\_\_  
Mark McGuire, Real Estate Officer

Date Signed: \_\_\_\_\_

Exhibit List

Exhibit "A" – Legal Description (page 8)

EXHIBIT "A"  
La Habra Heights Legal Description

## **EXHIBIT "A"**

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

That portion of the Rancho La Habra, in the City of La Habra Heights, County of Los Angeles, State of California, as shown on the map of the Northern portion of said rancho filed in Book 1, Page 53 of Record of Surveys, in the Office of the County Recorder of said County, described as follows:

Commencing at the Southeasterly corner of Lot 13, New England Oil Company Tract, as per map recorded in Book 17, Page 131, of Maps, in the Office of the County Recorder of said County; thence South  $72^{\circ} 58' 43''$  West along the Southerly line of said new England Oil Company Tract, a distance of 299.09 feet;

Thence South  $30^{\circ} 29' 08''$  East 184.75 feet;

Thence North  $86^{\circ} 03' 58''$  East 155.59 feet;

Thence North  $39^{\circ} 03' 50''$  East 59.36 feet to the Easterly boundary of that certain parcel of land conveyed to Triangle Ranch, Inc., by deed recorded in Book 31025, Page 246 of Official Records, in the Office of the County Recorder of said County;

Thence along said Easterly boundary South  $0^{\circ} 06' 38''$  East 435.00 feet;

Thence South  $64^{\circ} 26' 39''$  West 185.00 feet;

Thence South  $61^{\circ} 39' 38''$  East 190.00 feet to said Easterly boundary;

Thence along said Easterly boundary, South  $0^{\circ} 06' 38''$  East 95.00 feet to the true point of beginning;

Thence South  $73^{\circ} 25' 11''$  West 103.86 feet;

Thence South  $27^{\circ} 56' 15''$  West 83.00 feet;

Thence South  $1^{\circ} 29' 58''$  East 120.00 feet;

Thence North  $76^{\circ} 51' 33''$  East 139.30 feet to said Easterly boundary;

Thence along said Easterly boundary, North  $0^{\circ} 06' 38''$  West 191.25 feet to the true point of beginning.

Except therefrom all petroleum, coal, oil, naphtha, natural gas and other hydrocarbons and like substances, including asphaltum and brea, in, upon and under said property included within the Rancho La Habra, heirs, administrators,

executors, and assigns all the oil, gas and other hydrocarbon substances lying below a depth of 500 feet, measured vertically, from the surface of said land, without, however, any right to enter upon the surface of said land nor into that portion of the subsurface thereof lying above a depth of 500 feet measured vertically from said surface in deed recorded December 20, 1971, as Instrument No. 274, Official Records.

Assessor's Parcel Number:       **8239-045-900**

This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

**Time Warner Cable Information**

Time Warner Cable Inc.

Street: 17777 Center Court Drive

Contact: Charles McLaurin

City: Cerritos

Telephone: (562) 677-0290

State: CA

Facsimile: (704) 414-9088

Zip Code: 90703

**Customer Information**

Customer Name (Exact Legal Name): Coast Community College District (Coastline Community College)			Federal ID No: *****2272	
Billing Address: 11460 Warner Ave	Suite: 	City: Fountain Valley	State: CA	Zip Code: 92708
Billing Contact Name: Steve Mihatov	Phone: (714) 546-7600 x16463		E-mail: stevem@coastline.edu	
Authorized Contact Name: Steve Mihatov	Phone: (714) 546-7600 x16463		E-mail: stevem@coastline.edu	

**Agreement**

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT [WWW.TWCBC.COM/LEGAL](http://WWW.TWCBC.COM/LEGAL)), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

**Electronic Signature Disclosure**

Authorized Signature for Time Warner Cable Inc.		Authorized Signature for Customer	
By:		By:	
Name (printed):		Name (printed):	
Title:		Title:	
Date:		Date:	

Account Executive: Charles McLaurin  
Phone: (562) 677-0290  
Cell Phone:  
Fax: (704) 414-9088  
Email: charles.mclaurin@twcable.com

<b>Customer Information</b>		
<b>Business Name</b>	Coast Community College District (Coastline Community College)	<b>Customer Type:</b> Existing Customer
<b>Federal Tax ID</b>	<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>
*****2272		
<b>Billing Address</b>	<b>Account Number</b>	
11460 Warner Ave Fountain Valley CA 92708		
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>
Steve Mihatov	(714) 546-7600 x16463	stevem@coastline.edu
<b>Authorized Contact</b>		
<b>Authorized Contact</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>
Steve Mihatov	(714) 546-7600 x16463	stevem@coastline.edu
<b>Technical Contact</b>		
<b>Technical Contact</b>	<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For				
Site Name	Address Location	Location Type	Bandwidth	Customer Requested Due Date
Location 1	10200 Slater Ave Fountain Valley, CA 92708	Remote	45MB	10/7/2010
Host	11460 Warner Ave Fountain Valley, CA 92708	Host	45MB	10/7/2010
Site 2	12901 Euclid St Garden Grove, CA 92840	Remote	45MB	10/7/2010

Monthly Recurring Charge At 12901 Euclid St Garden Grove CA 92840				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
BCF Fiber Metro E Intrastate	1	\$0.00	\$0.00	24 Months
<b>*Total</b>			<b>\$ 0.00</b>	
*Prices do not include taxes and fees.				

**Monthly Recurring Charge At** 10200 Slater Ave Fountain Valley CA 92708

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
BCF Fiber Metro E Intrastate	1	\$0.00	\$0.00	24 Months
<b>*Total</b>			<b>\$ 0.00</b>	
*Prices do not include taxes and fees.				

**Monthly Recurring Charge At** 11460 Warner Ave Fountain Valley CA 92708

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
BCF Fiber Metro E Intrastate	2	\$1,905.00	\$3,810.00	24 Months
<b>*Total</b>			<b>\$3,810.00</b>	
*Prices do not include taxes and fees.				

**Special Terms**

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Agreement locks in rate for the Time Warner Cable Business Class services for term of contract. Cable television and Work-at-home services are subject to annual price change.

TWC agrees to defend, indemnify and hold harmless Customer and its officers, employees and agents, from an against third party claims, liabilities, damages and expenses, including reasonable attorney's fees, arising out of or relating to personal injury or property damage caused by the gross negligence or intentional misconduct of TWC or its employees or agents.

The following shall be added at the beginning of the second sentence of Section 14.0 (Limitation on Liability): "Except for liabilities arising out of the gross negligence or intentional misconduct of TWC, . . ."

Section 21.0 and Section 22.0 are revised to provide that any arbitration or litigation will take place in Orange County, California. New York law will govern any proceeding.

**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

\_\_\_\_\_  
Authorized Signature for Time Warner Cable

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Signature for Customer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed

## Time Warner Cable Business Class

### Terms and Conditions

1.0 **AGREEMENT.** These Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**"), and any Time Warner Business Class Service Orders (as described in Section 2.2 below) are hereby incorporated into the Time Warner Cable Business Class National Service Agreement or the Time Warner Cable Business Class Service Agreement, as the case may be, ("**Service Agreement**") and constitute the "**Master Agreement**" by and between Customer and TWC (collectively, the "**Parties**" or each individually a "**Party**") for the services specified on Service Orders ("**Services**"). The attachments to these Terms and Conditions ("**Attachments**") further describe TWC's services and are hereby incorporated by reference. The Attachments may set forth additional terms and conditions for the applicable Service. "TWC" means the Time Warner Cable Inc.-affiliated entity that is providing the Services.

#### 2.0 **SERVICES AND SERVICE ORDERS.**

2.1 Subject to the terms and conditions of the Master Agreement (including, without limitation, Customer's compliance with its obligations set forth in Section 5), TWC shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into a Service Order with Customer may, at its own discretion, utilize one or more of its affiliates or third parties to deliver the Services ("**Third Party Services**"). The Third Party Services may be subject to additional terms and conditions. Unless otherwise set forth, TWC shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control.

2.2 Customer shall request Services hereunder by issuing to TWC one or more proposed service and/or work order(s) (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC's acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed a "**Service Order**" hereunder and shall be deemed incorporated into the Master Agreement. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC's acceptance of such proposed service and/or work order in writing; or (b) TWC's commencement of delivery of the Service(s) set forth in such proposed service and/or work order.

3.0 **SERVICE & EQUIPMENT INSTALLATION.** Customer shall obtain and maintain, or ensure that each Customer employee or branch office to whom the Services will be provided, or who shall use the Service (each, an "**End User**"), shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Services and TWC Equipment (as defined in Section 4 below) at Customer's and any Customer End User's facilities. Customer shall permit TWC reasonable access to the Customer and any End User facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer's or an End User's facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services hereunder. In addition, Customer will provide TWC with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of TWC Equipment at the Customer locations identified in a Service Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by a Customer End User shall be borne solely by Customer. Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on a Service Order. TWC shall provide Customer with a completion notice ("**Completion Notice**") upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (i) Customer's (or its End User's) failure to deliver any required materials, support or information to TWC; or (ii) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay TWC the standard installation fee as identified on the applicable Attachment hereto for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the Service installation. Interconnection of the Services and TWC Equipment with Customer's or an End User's equipment will be performed by Customer unless otherwise agreed in writing between the Parties.

4.0 **SUPPORT & MAINTENANCE.** TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items, (collectively, "**TWC Equipment**") on TWC's side of the demarcation points used by TWC to provide the Service. Notwithstanding any contrary provision set forth in the Master Agreement, equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. Customer agrees to provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

## 5.0 CUSTOMER OBLIGATIONS.

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of the Master Agreement. Customer agrees not to resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and terms of the Master Agreement and any applicable Terms of Use (which are incorporated herein by this reference). "Terms of Use" means all applicable Service policies, including without limitation acceptable use policies, and other terms and conditions established by TWC and available on the TWC web site, [www.twcbc.com/legal](http://www.twcbc.com/legal), as may be modified from time to time by TWC, in its sole discretion. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with the Master Agreement.

5.2 Customer shall ensure that all TWC Equipment at Customer's and Customer's End Users' facilities remains free and clear of all liens and encumbrances and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. As between the Parties, Customer is solely responsible for: (a) all use (whether or not authorized) of the Service by Customer, an End User or any person or entity, which use shall be deemed Customer's use for purposes of this Agreement; (b) all content that is viewed, stored or transmitted via the Service; and (c) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC.

6.0 **TERM.** The Master Agreement shall commence on the date of the last signature on the Service Agreement (the "Effective Date") and shall remain in effect for the term specified in the Service Agreement, or if no term is specified, until the expiration or termination of all Service Orders (the "Term"). The term for the applicable Service shall be set forth in the Service Order ("Initial Order Term") and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Service Agreement, if the Customer continues to receive Services after the expiration of the Initial Order Term, the Services shall renew on a month to month basis on the same terms and conditions ("Renewal Order Term", collectively with Initial Order Term, "Order Term"). The fees for the Renewal Order Term shall be as set forth in Section 7.

7.0 **PAYMENT.** For each Service, Customer agrees to pay TWC all recurring and non-recurring charges, fees and taxes, (which may include Service installation and activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the "Service Charges") as set forth on the Service Order in accordance with the following payment terms: Service Charges will be billed to Customer on a monthly basis, and are payable within thirty (30) days after the date appearing on the invoice. TWC will not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. TWC shall have the right to increase Service Charges for each Service after the initial Order Term for such Service upon thirty (30) days written notice to Customer. TWC may charge a late fee for any amounts which are not paid when due. The late fee will be the lesser of one and one-half percent (1.5%) per month or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If TWC fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates and Customer shall pay such invoice in accordance with these payment terms.

## 8.0 TAXES.

8.1 Customer shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer the amount of any state or local fees, charges or taxes arising as a result of this Agreement that are imposed on TWC or TWC's services, or measured on TWC's receipts. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. TWC shall be responsible for and shall pay all taxes measured by TWC's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under the Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on TWC's net income. Customer shall be responsible for providing TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Master Agreement. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Customer agrees that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

## 9.0 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

9.1 **TWC's Proprietary Rights.** All materials including, but not limited to, any TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "**TWC Materials**") shall remain the sole and exclusive property of TWC or its suppliers. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for herein. Customer may use the TWC Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer herein are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers.

9.2 **Confidentiality.** Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the TWC Materials and any other information and materials provided by TWC in connection with this Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of this Agreement.

9.3 **Software.** If software is provided to Customer hereunder, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

10.0 **MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS.** TWC has the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC has the right to add to, modify or delete any provision of these Terms and Conditions (including the Terms of Use). TWC will notify Customer of any material adverse change to these Terms and Conditions (including the Terms of Use) or Service descriptions by posting such modified Terms and Conditions (including the Terms of Use) or Service description on the TWC web site or by email, or, if applicable, in the appropriate TWC tariff. Upon the effectiveness of any addition, modification or deletion, Customer's continued use of the Services shall constitute Customer's consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Agreement. In any event, if TWC modifies the Services or these Terms and Conditions (including the Terms of Use) and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, the Service Order relating to the affected Service.

11.0 **TERMINATION.** Either Party may terminate a Service Order; (a) upon thirty (30) days written notice of the other Party's material breach, provided that such material breach is not cured within such thirty (30) day period; or (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of the Master Agreement or the Terms of Use, TWC may upon thirty (30) days written notice suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, TWC may immediately terminate or suspend Customer's or its End User's use of the Service if such use is determined by TWC, in its sole discretion, to be resulting in a material degradation of the TWC network, until such time as such degradation has been remedied. TWC will use commercially reasonable efforts to assist Customer in remedying such degradation. In the event of a suspension, TWC may require the payment of reconnect or other charges before restarting the suspended Service. Upon the termination or expiration of the Master Agreement and the Service Order(s) hereunder: (i) TWC's obligations hereunder shall cease; (ii) Customer shall promptly pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration, and any deinstallation fees identified in the Service Order(s), if any; (iii) Customer shall promptly cease all use of any software provided by TWC hereunder, and shall return such software to TWC; and (iv) Customer shall return to TWC or permit TWC to remove, in TWC's discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the reasonable and documented costs of the repair or replacement, at TWC's discretion, of any TWC Equipment not returned in accordance with this Section 11. In addition, notwithstanding anything to the contrary herein, upon early termination of a Service Order by Customer for any reason other than as set forth in Section 11(a) or 11(b) above or by TWC for any reason set forth in Section 11(a) or 11(b) above, Customer shall, at TWC's discretion: (1) promptly pay TWC the full amount of the Service Charges that Customer would have been charged for the remainder of the Initial Term or the then-current renewal term; or (2) reimburse TWC for all volume, term or other discounts and credits provided in anticipation of full performance of Customer's obligations and any unpaid portion of the installation fee set forth in the applicable Service Order(s). The foregoing shall be in addition to any other rights and remedies that TWC may have under the Master Agreement or at law or equity.

12.0 **INDEMNIFICATION.** Customer agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 herein; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; (c) any fees, fines or penalties incurred by TWC as a result of Customer's violation of the 10% Rule as set forth in Attachment D; or (d) breach of the terms governing any use of music services provided as part of the Service.

**13.0 DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, TWC DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY TWC WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

**14.0 LIMITATION OF LIABILITY.** IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY)) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER. TWC SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

**15.0 DISCLOSURE OF CUSTOMER INFORMATION.** Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "**Telecommunications Act**"), the Federal Cable Communications Act (the "**Cable Act**"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in Attachment B (Voice Services), the Subscriber Privacy Notice, and, if applicable, in TWC's tariff, which are incorporated herein by reference. The Subscriber Privacy Notice is available at [www.twbcbc.com/legal](http://www.twbcbc.com/legal). In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("**ARIN**") or any similar agency, or in accordance with TWC's Subscriber Privacy Notice or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

**16.0 FORCE MAJEURE.** Notwithstanding anything to the contrary contained herein, a Party shall have no liability to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "**Force Majeure Event**"). Notwithstanding anything to the contrary herein, Customer may terminate the affected Service Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents TWC from delivering the Service under such Service Order(s).

**17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of TWC's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in

advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer's purchase of Service under the Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern TWC's delivery of, and Customer's use or consumption of the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate the Master Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.1 The Master Agreement, its Attachments and the Service Order(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of the Master Agreement, the Attachments, or the Service Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law or regulation will take priority over the relevant provision of the Master Agreement, the Attachments, and the Service Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Master Agreement, nothing contained in the Master Agreement shall constitute a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

18.0 **ENTIRE AGREEMENT.** The Master Agreement, including without limitation all attachments that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 **ORDER OF PRECEDENCE.** Each Service shall be provisioned pursuant to the terms and conditions of the Master Agreement. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Service Agreement or Service Order are inconsistent with the terms of these Terms and Conditions, the terms of the Service Agreement then the terms of the Service Order shall control.

20.0 **COMPLIANCE WITH LAWS.** As between the Parties, TWC will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated herein, and Customer will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated herein. Unless specified otherwise in the Master Agreement, each Party will give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified herein.

21.0 **ARBITRATION.** EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT SHALL BE BROUGHT IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK AND SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THE MASTER AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

22.0 **MISCELLANEOUS.** The interpretation, validity and enforcement of the Master Agreement, and all legal actions brought under or in connection with the subject matter of the Master Agreement, shall be governed by the law of the State of New York (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded). Any legal action brought under or in connection with the subject matter of the Master Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Master Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Master Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. In the event that any portion of the Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein and the remainder of the Master Agreement shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or

subsequent breach or default. Customer may not assign the Master Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under the Master Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC herein may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors. Customer may not issue a press release, public announcement or other public statements regarding the Master Agreement without TWC's prior written consent. Excluding any third party claims, claims under the Master Agreement must be initiated not later than two (2) years after the claim arose. There are no third party beneficiaries to the Master Agreement. The Parties to the Master Agreement are independent contractors. Any notice under the Master Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. Notices to TWC shall include a cc to: Time Warner Cable Inc., 60 Columbus Circle, New York, New York, 10023, Attn: General Counsel, Fax: (212) 364-8254. The provisions of sections 7, 8, 9, 11, 12, 13, 14, 15, 17.1, 18, 19, 21 and 22 and the Attachments shall survive the termination or expiration of the Master Agreement. The Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Attachment A**  
**Business Class Cable TV Service**  
**("Cable TV Service")**

**Cable TV Service:** If Customer selects to receive the Cable TV Service, TWC shall provide Basic and Standard Cable services. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

TWC shall have the right to add, modify, or delete channel line-ups.

**Customer's use of the Cable TV Service is subject to the following additional terms and conditions:**

In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, TWC agrees to provide such equipment and Customer agrees to pay for such equipment at the same rate charged by TWC to commercial customers in the municipality in which Customer's property receiving the Cable TV Service is located.

In the event that any TWC audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

The monthly service charges set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees. Notwithstanding anything to the contrary in this Agreement, the monthly service charges for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

**Attachment B**

**Business Class Phone Service and Business Class PRI Service**

**(collectively, "Voice Services")**

**Business Class Phone Service:** If Customer selects to receive the Business Class Phone Service, Customer will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

**Business Class PRI Service:** If Customer selects to receive the Business Class PRI Service, Customer will receive voice and call processing services via a full or fractional DS-1 level Primary Rate Interface ("PRI") connection to Customer's private branch exchange ("PBX") or other equipment facilities and services ("Customer-provided equipment" or "CPE"), and a variety of features, as described more fully in the applicable Service Order.

**Customer's use of the Voice Services is subject to the following additional terms and conditions:**

- Customer acknowledges that the voice-enabled cable modem used to provide Business Class Phone Service and the integrated access device ("IAD") used to provide the Business Class PRI Service are electrically powered and that the Voice Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a TWC network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a TWC-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Voice Service will be available in all circumstances.
- The location and address associated with the Voice Service will be the address identified on the Service Order. Customer is not permitted to move TWC Equipment from the location and address in which it has been installed. If Customer moves a voice-enabled cable modem or IAD to an address different than that identified on the Service Order, calls from such modem or IAD to 911 will appear to 911 emergency service operators to be coming from the address identified on the Service Order and not the new address. Customer consents to TWC's disclosure of Customer's name, address and/or telephone number in response to 911 and similar public safety requests and to the telephone companies serving those end users to whom Customer calls so that calls may be completed.
- Pursuant to 47 C.F.R. § 9.5(e), Customer shall specifically advise every end user of the Voice Service prominently and in the language provided below, of the circumstances under which E911 service may not be available.

*Business Class voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, Enhanced 9-1-1 ("E911") services may not be available.*

*The Master Agreement prohibits moving your Time Warner Cable voice-enabled customer premise equipment to a new address. If this equipment is moved to another location, E9-1-1 services may not operate properly and emergency operators may be unable to accurately identify the caller's address in an emergency. The E911 location specified on the Service Order will be provided to emergency operators for all emergency calls made from the telephone numbers associated with the Service Order. To move your service to another service location you must call Time Warner Cable.*

- Customer shall obtain and keep a record of affirmative acknowledgement by every end user of the Voice Service of having received and understood the above advisory. Customer shall also distribute to all end users of the Voice Services labels/stickers to be supplied by TWC and instruct all end users of the Voice Services to place them on or near the equipment used in conjunction with the service.
- Customer agrees that TWC will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services. Customer acknowledges that TWC does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services, and that Customer must contact (at Customer's sole expense) any applicable alarm, security, medical or other monitoring system or service provider or other third-party service provider in order to test the operation of Customer-provided equipment, facilities and systems with the Voice Service.
- TWC's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by TWC at the TWC network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the TWC network interface device or equipment. Customer must notify TWC at least seventy two (72) hours prior to the Customer's scheduled installation appointment if the Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
- Customer agrees to provide TWC and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes TWC to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as

necessary and appropriate to ensure that TWC has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.

- Information relating to Customer calling details ("**Calling Details**"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "**Customer Proprietary Network Information**" or "**CPNI**"), that is obtained by TWC pursuant to its provision of the Voice Service will be protected by TWC as described herein, in the Time Warner Cable Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

TWC may use and disclose CPNI when required by applicable law. TWC may use CPNI and share CPNI with its partners and contractors without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of TWC, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of TWC's network systems; and (v) to market additional TWC services to Customer that are of the same category as the services that Customer purchases from TWC. TWC will obtain Customer's consent before using CPNI to market to Customer TWC services that are not within the categories of services that Customer purchases from TWC. Customer agrees that, except as provided in Section 14.0 of the Terms and Conditions and applicable law, TWC will not be liable for any losses or damages arising as a result of disclosure of CPNI.

Customer may obtain from TWC Calling Details showing Customer's outbound calls made within a trailing 90-day period. Customer may access this information by logging in through Customer's secure account information page on TWC's web portal or by requesting such information in writing or by telephone call to TWC. If Customer has not been assigned a designated account representative, TWC will respond to Customer requests for Customer Calling Details only in compliance with TWC's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. TWC will provide the requested Calling Details by sending a printout or CD containing the requested information to the Customer's account address of record or by making the document or information available to Customer or Customer's employee at a TWC retail location upon presentation of a valid government-issued photo ID by Customer. TWC will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. TWC may provide such notice by voicemail, by e-mail or by regular mail to Customer's prior account address of record.

If TWC has assigned a designated account representative to Customer, Customer may identify a person or persons who are authorized to request Calling Details from the designated account representative, with or without further identity authentication, at Customer's option, and may designate the means by which TWC will provide such information to Customer (e.g., electronically, by fax, by mail, orally or otherwise) ("**Calling Detail Preauthorization Plan**"). Thereafter, TWC will provide requested Calling Detail in accordance with the Calling Detail Preauthorization Plan. Customer is responsible for: (i) ensuring that TWC receives timely notice of any changes to the list of authorized individuals (ii) the accuracy of Customer-defined additional authentication information and practices; and (iii) maintaining the security and confidentiality of the Calling Detail Preauthorization Plan. TWC will not be liable to Customer for any disclosure of Calling Detail, including CPNI, that occurs if TWC has complied with the Calling Detail Preauthorization Plan.

- In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by TWC, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by TWC's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, TWC shall have no other liability for any error or omission in any directory listing information.

**Attachment C**

**Business Class National Teleworker Service, Branch Office Connectivity Service,  
Broadband High Speed Data, Wideband Internet and Dedicated Internet Access  
(collectively, "Data Services")**

**National Teleworker Service ("NTW Service"):** If Customer selects to receive the NTW Service, TWC shall provide connectivity to a single personal computer ("PC") via a cable modem at the residential location of the limited number of Customer employees set forth on a Service Order to connect such employees' PCs to the Customer's data network. Each PC connection may be used by one Customer employee at a time solely for Customer's internal business purposes.

**Branch Office Connectivity Service ("BOC Service"):** If Customer selects to receive the BOC Service, TWC shall provide connectivity from the number of Customer branch offices set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified branch offices to the BOC Service, provided that use does not exceed the standard bandwidth provided by TWC.

**Broadband High Speed Data and Wideband Internet ("HSD Service"):** If Customer selects to receive the HSD Service, TWC shall provide connectivity from the number of Customer sites set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified sites to the HSD Service, provided that use does not exceed the standard bandwidth provided by TWC.

**Dedicated Internet Access ("DIA Service"):** If Customer selects to receive the DIA Service, TWC shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and the TWC facility identified on a Service Order.

**Customer's use of the Data Services is subject to the following additional terms and conditions:**

TWC's provision of any Data Service is subject to availability.

TWC shall allow Customer employees to use (however in no event shall TWC be responsible for) a Virtual Private Network ("VPN") and to allow the VPN to pass through the cable modem of any Data Service, as applicable, provided that TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Data Service that degrades any service provided to other subscribers on the TWC network.

Customer shall not upload, post, transmit or otherwise make available on or via the Data Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove content that in its judgment violates these standards.

TWC shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage. In addition, TWC shall have the right, but not the obligation, to: (i) review public content associated with the Data Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Master Agreement and any rules now or hereafter established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of the Master Agreement, any bandwidth utilization limitations or other Terms of Use.

Each tier or level of Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed website servers, among other factors.

**Attachment D**  
**Business Class Data Transport Services: Ethernet Solutions**  
**("Ethernet Service")**

**Ethernet:** If Customer selects to receive the Ethernet Service, TWC shall provide Customer with a dedicated circuit connection between Customer's data network and the TWC facility identified on a Service Order. The Ethernet Services shall be limited to the capacity set forth on a Service Order.

**Customer's use of Ethernet Service is subject to the following additional terms and conditions:**

TWC's provision of Ethernet Services is subject to availability.

TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Ethernet Service that degrades any service provided to other subscribers on the TWC network.

Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

Each tier or level of a Data Transport Service has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed servers, among other factors.

Customer represents and warrants that Customer's use of Ethernet Services shall be such that the Ethernet Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F.R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of Ethernet Services, the Ethernet Services are deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer will be liable for any resulting fees, fines, penalties and costs incurred by TWC. In addition, if TWC determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC's provision of the Ethernet Services is likely to put TWC's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides TWC with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.

**Attachment E**

**Access to Business Class Online Software Applications and Services**

**("Online Software")**

**Online Software:** If Customer selects to receive "Online Software," TWC will offer Customers access to certain third-party application solutions and related services ("**On-Demand Services**"). As part of the Online Software, TWC may provide Customer and its designated authorized End Users access to an online service delivery network (the "**Online Service Delivery Network**") through which Customer may order On-Demand Services.

**Customer's use of Online Software is subject to the following additional terms and conditions as well as those otherwise made available through the Online Service Delivery Network:**

Customer must have Data Service from TWC to receive the Online Software. Online Software will be billed on the same account with Customer's Data Services.

TWC has the right to add, modify or delete any On-Demand Services.

TWC's provision of the Online Software is subject to availability.

Customer will select or be provided an account ID and password for access to and use of the Online Software. Customer acknowledges that it is Customer's and its End Users' responsibility to ensure that any data or information submitted to TWC during registration for the Online Software (ie. contact and payment information) is true, accurate, and up-to-date.

Since the On-Demand Services are provided by third parties, the On-Demand Services (including support) are governed by terms and conditions agreed upon directly between Customer and the applicable third party provider(s) of such On-Demand Services. Further, TWC does not guarantee that the On-Demand Services will be available at all times in the future.

Customer understands and acknowledges that TWC shall have no responsibility for, and hereby expressly disclaims any and all warranties with respect to, any provision, operation, functionality, features or other aspects of any On-Demand Services. Customer agrees to look only to the applicable third-party provider for any recourse with respect to any problems or errors that occur in connection with any On-Demand Service.

Some On-Demand Services have usage and other limits as determined by the applicable third-party provider and Customer's or its End Users' exceeding of such usage and other limits may result in additional fees. In the event that any TWC determines that Customer has exceeded the agreed-upon usage limits, Customer shall pay to TWC (as liquidated damages, and not as a penalty) one and one half times the Service Charges that would have been due for the excessive usage, and, Customer agrees to either terminate its excessive usage or continue to pay the Service Charges that are applicable to its usage.

Customer shall not upload, post, transmit or otherwise make available on or through the Online Software any material (including any message or series of message) that violates or infringes in any way upon the rights of others (including any intellectual property and other proprietary rights), that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, that causes or would cause damage to TWC's or any other party's property, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

**Attachment F**  
**HD Video for Hospitality Service**

**Service Description:**

**Multi-Channel Video Service:** TWC shall provide the customized cable television programming ("Multi-Channel Video Service") to Customer's location(s) identified in an Order ("Property"), which programming shall be subject to change at TWC's discretion; provided that TWC shall use reasonable efforts to substitute similar or comparable programming in the event that any of the programming services cease to be available. If the Parties agree in writing, Multi-Channel Video Service may include HBO, Showtime or Music Choice. Multi-Channel Video Service shall not include pay-per-view, video-on-demand or any visual content. Customer shall take all necessary precautions to ensure that the Multi-Channel Video Service is received only by authorized parties, and that no part of the Multi-Channel Video Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged, or which is a commercial establishment or other non-residential building (such as a bar, restaurant or fraternal organization), nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

TWC and Customer acknowledge that Customer has elected to receive two or more tiers of video programming service, including the "broadcast basic" level which, under Federal law, must be purchased as a condition to receipt of other tiers of video service, and Customer acknowledges that it is able to purchase the broadcast basic level of service on a stand-alone basis. Customer further acknowledges that all programming services included on each service tier selected by Customer are being made available by TWC to Customer and that the display of particular services at various locations within Customer's premises is at customer's discretion.

TWC owns and will at all times have the exclusive right to access, control, maintain, upgrade, use and operate its Multi-Channel Video Service and related network and systems ("Systems"), except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the System is located that are owned by Customer or a third party, in which case (as between Customer and TWC) Customer shall own such items and Customer hereby grants to TWC the non-exclusive right to access and use such space during the Term. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property, and nothing is intended to convey any right or ownership of any portion of the System to Customer or any other person or entity. Customer shall be liable for any and all theft, damage and/or loss to the System, or any portion thereof, installed at the Property, except to the extent of any negligence or willful misconduct on the part of TWC.

**Customer's use of the Multi-Channel Video Service is subject to the following additional terms and conditions:**

- Customer shall permit TWC reasonable access to the Customer and any End User facilities, to inspect the facilities at periodic intervals to ascertain, among other things, the number of television sets receiving the Multi-Channel Video Service. Customer, at its sole expense, agrees to furnish, install and maintain the inside wiring.
- Customer, at its sole expense, agrees to furnish, install, program and maintain all Connections. The Connections shall be installed and programmed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing. Customer shall ensure the availability of Connections that are compatible with the Multi-Channel Video Service including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
- Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Multi-Channel Video Service, which are transmitted over any of the channels provided without the prior written consent of TWC. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the Multi-Channel Video Service, including without limitation delivery method and any programming contained within the Multi-Channel Video Service, without the express written consent of TWC. The limitations of this paragraph shall not apply to formatting of programming as agreed by TWC and Customer.
- Customer shall provide all first level contact and support to its authorized users relating to the System and Multi-Channel Video Service. In the event of any disruption, failure, or degradation of the Multi-Channel Video Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Multi-Channel Video Service impacting event. In the event that the Multi-Channel Video Service impacting event is reasonably determined to be caused by the signal delivered by TWC, Customer shall contact the designated TWC technical support contact for resolution.
- The inside wiring shall be installed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing. TWC shall not be responsible for, and Customer will not be entitled to any credit or rebate for an outage which may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide TWC with access to the Property to inspect, monitor, repair, and/or replace the Systems or Multi-Channel Video Service.
- Notwithstanding anything to the contrary in this Agreement, the Service Charges for the Multi-Channel Video Service are subject to change consistent with commercial Multi-Channel Video Service rate increases applied to commercial customers.



AMENDMENT/MODIFICATION OF SUBCONTRACT		PAGE	OF	PAGES
AMENDMENT/MODIFICATION NUMBER	DATE ISSUED	1		2
XXX				
<b>ISSUED BY:</b> Coast Community College District (Coastline Community College) 11460 Warner Ave. Fountain Valley, CA 92708				
<b>NAME AND ADDRESS OF SUBCONTRACTOR:</b>  				
<b>DESCRIPTION AND TITLE OF SIGNER:</b> (Type or print)		<b>NAME AND TITLE OF CONTRACTING OFFICER</b>  Joycelyn Groot Dean, Military/Contract Education Programs		
<b>TELEPHONE</b>	<b>EMAIL</b>	<b>TELEPHONE</b>	<b>EMAIL</b>	
		(714) 241-6161	jgroot@coastline.edu	
This modification/amendment only applies to the subcontract agreement No. 2009.NCPACE.#### between the Coast Community College District (Coastline Community College) and INSTITUTION, dated September 2009, in support of the U.S. Government Contract N00189-09-D-Z060 and the Central Texas College Alternate Technical Proposal in response to solicitation No. N00189-09-R-Z020.				
<b>DESCRIPTION OF AMENDMENT/MODIFICATION</b> 1) Extends the term of the agreement through (DATE); 2) For purposes of administration and liaison, the Primary contact for Institution shall be NAME, TITLE, PHONE NUMBER; Secondary contact shall be NAME, TITLE, PHONE NUMBER; and 3) Schedule A attached herein, provides a list of the approved courses offered by institution during the period (DATE) to (DATE) and the respective per semester hour tuition rate incorporating a three-percent (3%) increase.  Except as provided herein, all other terms and conditions of this subcontract agreement remain unchanged and in full force and effect.				
<b>SUBCONTRACTOR</b> (Signature of person authorized to sign)		<b>DATED SIGNED</b>  	<b>CONTRACTOR</b>  President, Board of Trustees	<b>DATED SIGNED</b>  
<b>SUBCONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN THREE ORIGINAL SIGNED COPIES TO THE ISSUING AGENCY ABOVE, ATTN: JOYCELYN GROOT.</b>				

NAME OF INSTITUTION  
Modification XXX - Schedule A

Institution shall provide the following courses according to all terms and conditions of the Technical Proposal and the Statement of Work in the U.S. Government Contract on pages 24-35. The courses shall be published in the NCPACE Distance Learning Catalog and will be made available to Sailors participating in the NCPACE Program from (DATE) through (DATE).

COURSE NUMBER	COURSE NAME	Tuition Rate per Credit Hour
XXXX		

Institution shall be paid for grades of A, B, C, D, F, W and I, which have been input into the D.M.E.N. and according to the current procedures outlined in the NCPACE D.M.E.N. Partner Institution User Procedures Manual, provided to each institution and updated regularly.

## **PROEDUCATION SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made by and between ProEducation Solutions, LLC or "ProEd" ("Provider") and Coast Community College District (Coastline Community College, Golden West College and Orange Coast College ("Recipient"). Provider and Recipient may be referred to herein individually as "Party" or collectively as "Parties."

### **ARTICLE 1: RECITALS**

1.1 WHEREAS, Provider provides access to ProEd's Verification Assistant System and related services to Recipient;

1.2 WHEREAS, The Parties agree that the recitals are true and correct and are hereby incorporated.

1.3 WHEREAS, The Parties also agree that any referenced exhibits, schedules, documents, or instruments are also hereby incorporated.

1.4 NOW, THEREFORE, for the mutual considerations set forth herein, the adequacy of which is hereby acknowledged, Recipient and Provider, intending to be legally bound, hereby agree as follows:

### **ARTICLE 2: DEFINITIONS**

2.1 "Effective Date" as used herein shall mean either September 16, 2010, or the later of the dates of execution of this Agreement by the parties, whichever shall last occur.

2.2 "Term" as used herein shall mean the one year period from the effective date during which this Agreement shall be effective.

2.3 "Provider" as used herein shall mean ProEducation Solutions, LLC or "ProEd".

2.4 "Recipient" as used herein shall mean Coast Community College District (Coastline Community College, Golden West College and Orange Coast College).

2.5 "Fee Schedule" as used herein shall mean the description of transaction fees that Provider shall invoice Recipient as more fully described and set forth as Exhibit A.

2.6 "ProEd's Verification Assistant System" as used herein shall mean the provision of access to ProEd consultants, web-based document management system software, forms, procedures and communication protocols as well as access to Recipient's computer system via a VPN network access provided by the Recipient. "Recipient" or "Recipients" as used herein shall mean the employees and staff of Recipient authorized to use ProEd's information.

2.7 "Recipient Support Services" as used herein shall mean any and all services to be provided to the end Recipients of the ProEd's Verification Assistant System, to include but not be limited to hardware and software trouble shooting, resolution of connectivity issues, and performance problem management.

### **ARTICLE 3: PROGRAM**

3.1 ProEd SERVICE: The service consists of access to ProEd's Verification Assistant System for the purpose of having access to ProEd consultants, web-based document management system software, forms, procedures and communication protocols and information collected and stored as a result of the Recipient's use of the document management system, database or computing services authorized by the Provider. Consultant services also include the use of Recipient's computer systems via a VPN network access provided by the Recipient. Use of these services is subject to this Agreement and any supplemental operating terms and conditions including copyright and confidentiality notices published in connection with individual services, options or facilities.

3.2 ACCESS TO PROED'S NETWORK: Access to the ProEd network will be provided on a 24 hour/7 day week 365 day/year schedule made available to Recipient, but may be limited at the discretion of ProEd for emergency repairs or as a result of circumstances beyond ProEd's control. Recipient will not use the ProEd service for any purpose prohibited by State or Federal law, rules and/or regulations.

3.3 EXCLUSIVITY OF AGREEMENT: Recipient agrees not to enter into an Agreement with any entity including without limitation, third party services for products or services similar in any material respect to those offered by ProEd for the term of this Agreement beginning on the effective date. Recipient is authorized by Provider to use ProEd's Verification Assistant System with as many Recipients as needed for the term of this agreement.

3.4 INTELLECTUAL PROPERTY: Each party shall retain all right, title, and interest in and to its own intellectual property, including, without limitation, any trademarks, patents, copyrights, and trade secrets. Except for the licenses granted herein, neither party shall acquire any interest in the other party's website(s), intellectual property, software, databases, application source code, application programming interface, or any other products, services or materials, or any copies or portions thereof, provided by such party pursuant to this Agreement. Both parties further agree that they will not attempt to reverse engineer any software, databases, applications, source code, or application programming interface. Both parties shall take all reasonable precautions to prevent disclosure of intellectual property to the public or to prevent the unauthorized use of such property.

3.5 RESPONSIBILITIES & EXPECTATIONS PERTAINING TO CONFIDENTIAL AND NON-PUBLIC INFORMATION: ProEducation Solutions will have access to Recipient's confidential information, including specific "non-public" information the safeguarding of which is governed, in part, by the provisions of the Family Education Rights and Privacy Act (FERPA) and the Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley). This information includes financial information the College has obtained from a student or parent in the process of offering a financial product or service, or such information provided to the College by another entity, (e.g. the federal government) in the application for aid to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 CFR § 225.28. Financial information includes, but is not limited to: addresses, phone numbers, student ID or account numbers, income and credit histories and social security numbers, in both paper and electronic format and are representative of this type of information.

- a. ProEducation Solutions agrees that such confidential information will be held in strict confidence and accessed only for the explicit business purpose of this contract. ProEducation Solutions guarantees that it will ensure compliance with the protective conditions outlined in the contract and that it will protect the confidential information it accesses according to commercially acceptable standards, with the same rigor than it protects its own customers' confidential information. ProEducation Solutions will return or destroy all confidential information it receives from the College upon completion of this contract.
- b. All consultants shall pass a satisfactory National background check and will be fingerprinted by the local police agency nearest the Consultant's home. All such results will remain the property of ProEd and will be available to Recipient upon request.
- c. ProEducation Solutions further acknowledges that any breach of the confidentiality obligations of this contract will be considered a material breach of contract at which time Recipient may immediately terminate this contract without penalty. Recipient reserves the right to audit ProEducation Solutions compliance with privacy safeguard requirements. The protective requirements of this contract, as outlined in this section, survive any termination agreement.

3.6 ENTIRE AGREEMENT: This Agreement and the exhibits, schedules, documents, and instruments referred to herein, embodies the entire Agreement and understanding of the parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior Agreements and understandings between the parties with respect to such transactions

#### **ARTICLE 4: TERM AND TERMINATION**

4.1 TERM: This Agreement will remain in effect for a period of three (3) years beginning on the effective date.

4.2 TERMINATION UPON BREACH: In the event either party gives written notice to the other that such other party has substantially and materially breached the terms of this Agreement, and such breach has not been cured within 30 calendar days of giving such notice, the party giving such notice shall have the right to terminate this Agreement at anytime thereafter upon written notice of such termination to the other party.

TERMINATION WITHOUT CAUSE: Either party may terminate this Agreement without cause by giving the other party at least ninety (90) days notice to the other party.

4.3 AMENDMENT: No amendment to this Agreement shall be effective unless it is in writing, attached to, or made a part of this Agreement, and executed by a duly authorized representative of each party.

#### **ARTICLE 5: PERIODIC CHARGES**

5.1 BILLING CYCLE: Invoicing will reflect expected monthly charges in Advance. Actual charges will be computed at the end of the month for the actual usage of the previous month and will be used to adjust the following month's charges. This will extend through the full term of this Agreement.

5.2 PAYMENT TERM: All payments are due upon receipt from the date of invoice as identified on the invoice. Any payments received greater than 30 days from invoice date will be considered delinquent. A finance charge will be applied, and the Recipient will be held responsible for the additional charges.

5.3 FINANCE CHARGES: Finance charges will be applied to all delinquent accounts at a rate of 1½% per month or the maximum limit allowable by law on the unpaid balance, whichever is less, plus all costs of collection, including reasonable attorney's fees.

5.4 DELINQUENT ACCOUNT: ProEd reserves the right to suspend service to a delinquent account without notice. Accounts will not be reactivated until all past due transactions are cleared in full and the account reflects a current status.

#### **ARTICLE 6: OTHER PROVISIONS**

6.1 LIMITATION OF WARRANTY: RECIPIENT EXPRESSLY AGREES THAT USE OF THE SERVICE AND MATERIAL THEREIN AND STORAGE OF INFORMATION, WHICH APPEARS IN THE SERVICE, IS AT RECIPIENT'S SOLE RISK. NEITHER PROED NOR ANY OF ITS LICENSORS, SUPPLIERS, OR AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR IS ANY WARRANTY MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

6.2 LIMITATION OF WARRANTY: RECIPIENT EXPRESSLY AGREES THAT THE USE OF THE SERVICE AND MATERIAL THEREIN AND STORAGE OF INFORMATION, WHICH APPEARS IN THE SERVICE, IS AT THE RECIPIENT'S SOLE RISK. NEITHER PROED NOR ANY OF ITS LICENSORS, SUPPLIERS, OR AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR IS ANY WARRANTY MADE AS TO THE RESULTS TO BE OBTAINED FROM THE US OF SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

6.3 THIRD PARTY SERVICER CERTIFICATIONS: As a third party servicer, ProEd certifies that:

- (a) We agree to comply with all the statutory provisions of the Title IV Federal Student Aid Programs,
- (b) We are not subject to the terms of any termination, suspension or limitation in our ability to participate in any program under the Higher Education Act, including Title IV Federal Student Aid Programs,
- (c) We agree to refer to the Office of Inspector General of the Department of Education for investigation any information indicating fraud, abuse or criminal misconduct in connection with the Title IV Federal Student Aid Programs,

6.4 INDEPENDENT CONTRACTOR: Each party shall be regarded as an independent contractor for all purposes. This Agreement shall not make either party an Institution, employee, partner, or joint venture of or with the other, and neither party shall bind or transact business in the other's name, or make representations or commitments on the other's behalf without prior written approval.

6.5 SERVERABILITY: If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.

6.6 GOVERNING LAW: This Agreement is to be governed by and interpreted in accordance with the laws of the State of California.

6.7 REPRESENTATIONS: ProEd makes no representations as to the quality of the information relayed over the circuits or networks provided under this Agreement.

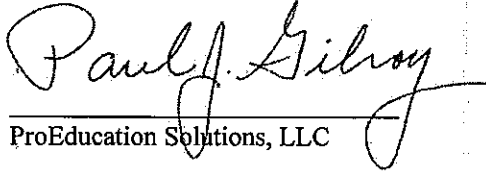
6.8 AUTHORITY: If Recipient is a corporation, partnership or other business entity, the individual agreeing to these terms has full authority and power to enter into this Agreement. No terms or conditions in any purchase order or other document shall supersede the terms of this Agreement.

6.9 INSURANCE: ProEd shall maintain the following list of insurance coverage through companies licensed to do business in the State of Florida as detailed in this Agreement throughout the term of the Agreement and for at least one year following the date of termination of this Agreement. ProEd, through its insurance agent, shall provide Recipient with copies of the appropriate certificates of insurance to certify appropriate insurance coverage.

- (a) Professional Liability for ProEd as a consultant with limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate. Coverage must apply to ProEd and equally to all of its independent consultants.
- (b) Commercial General Liability insurance with minimum limits of \$1,000,000 to include premises & operations, personal injury coverage, broad form contractual liability coverage and products liability coverage.
- (c) Cyber Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate.

Agreement between ProEducation Solutions & Coast Community College District (Coastline Community College, Golden West College and Orange Coast College)

ProEducation Solutions, LLC

  
ProEducation Solutions, LLC

President & CEO

7/6/2010

EIN #: 65-1144423

Coast Community College District BY:

\_\_\_\_\_  
Coast Community College District

\_\_\_\_\_  
Jerry Patterson  
President, Board of Trustees

\_\_\_\_\_  
(Date)

## Schedule "A": Pricing Schedule

<b>APPLICATION &amp; SUPPORT</b>	<b>FREQUENCY</b>	<b>FEE</b>
Software Application License Fee including: <ul style="list-style-type: none"> <li>○ Set-Up &amp; Implementation</li> <li>○ Training</li> <li>○ System Support &amp; Usage Reporting</li> <li>○ Help Desk &amp; Customer Service Support</li> <li>○ Ongoing Account Management Support</li> </ul>	One-time Set-Up & On-going Support Services	<b>\$0.00</b>
<b>FEES</b>		
<b>BASIC SERVICE</b>	<b>FREQUENCY</b>	<b>FEE</b>
Per Completed Verification Transaction	Per Transaction	<b>\$7.50</b>
<b>VOLUME DISCOUNT BASED ON TERM OF AGREEMENT*</b>	<b>FREQUENCY</b>	<b>FEE</b>
The First 1 – 50,000 Transactions	Per Transaction	<b>\$7.50</b>
The Next 50,001 – 100,000 Transactions	Per Transaction	<b>\$7.00</b>
The Next 100,001 – 150,000 Transactions	Per Transaction	<b>\$6.50</b>
The Next 150,001 – 200,000 Transactions	Per Transaction	<b>\$6.00</b>
All 200,001 + Transactions	Per Transaction	<b>\$5.50</b>

\*Volume discounts are based on the total number of transaction units used across all program participants at a single institution, including all divisions, branch campuses and colleges.

\_\_\_\_\_  
Accounts Payable Contact Name

\_\_\_\_\_  
AP Phone Number

\_\_\_\_\_  
P.O. Number

## DISCOVER® LICENSE AGREEMENT – Internet Version

ACT, Inc., hereinafter referred to as ACT, in consideration of the terms and conditions of this Agreement and payment of a license fee, does hereby grant a nonexclusive and nontransferable license to

Licensee: Coast Community College District (Coastline Community College)

Address: 11460 Warner Avenue

City: Fountain Valley

State: CA

Zip Code: 92708

for the DISCOVER® System(s) – Internet-accessible version, including any updates and modifications made by ACT, and all associated documentation provided by ACT. This license is limited to those individuals affiliated with those sites (campus, school, office, etc.) specified on Attachment A to this Agreement (the "Authorized Users").

Upon being given authorized access to the DISCOVER System(s) as specified herein, Licensee shall pay to ACT, or ACT's Distributor, the license fee listed on Attachment A for the first term of this license or the prorated portion thereof.

This grant of license is subject to the Terms and Conditions below and the Attachments. Licensee acknowledges that it has read the Terms and Conditions and Attachments, understands them fully, and agrees to be bound by them.

ACT, Inc.

By: \_\_\_\_\_

Coast Community College District (Coastline College)

*Licensee*

Title: \_\_\_\_\_

*By (signature)*

*Name (type or print)*

President, Board of Trustees

*Title*

*Date*

Accepted and Approved by ACT this \_\_\_\_\_ day of \_\_\_\_\_

*(month)*

*(year)*

For ACT Use Only: Term Commencement Date: \_\_\_\_\_ First Anniversary Date \_\_\_\_\_

### TERMS AND CONDITIONS

#### Term of License

This Agreement and the grant of license shall become effective on the date of acceptance and approval by ACT. The Term Commencement Date shall be five (5) business days after ACT authorizes access to the DISCOVER System(s).

This Agreement shall remain in force until the first anniversary of the Term Commencement Date, or an earlier date as approved by ACT, and shall be automatically renewed for successive 12-month periods under license terms and conditions then in effect, unless sooner terminated.

ACT may terminate this Agreement (1) by giving written notice at least ninety (90) days prior to the expiration of any term, or (2) at any time the Licensee is in default of this Agreement. Licensee may terminate this Agreement by giving written notice at least 30 days prior to the expiration of any term.

In the event of termination of this Agreement, Licensee (or any of the Authorized Users) shall not be permitted further access to the DISCOVER System(s).

#### Annual License Fees

The fee for the initial term of the license is specified on Attachment A. License fees for each subsequent 12-month renewal period shall be specified on ACT's applicable fee schedule then in effect.

Licensee may elect to expand the number of Authorized Users by licensing Authorized Users at additional sites or by licensing additional Internet-delivered version(s) of the DISCOVER System. Licensing

Authorized Users at additional sites or licensing additional Internet-delivered version of the DISCOVER System(s) shall be accomplished by the completion and signing of an Attachment M and payment of additional fees, which fees shall be those published by ACT and in effect at such time. Fees for licenses added mid-term shall be prorated.

#### Payments

The initial term license fee will be invoiced after the Term Commencement Date. License fees for renewal periods will be invoiced at the beginning of each renewal term. Mid-term additions accomplished through an Attachment M will be invoiced after access is authorized. All amounts are due 30 days from the date of invoice to the address specified herein. All taxes shall be at Licensee's sole expense.

#### DISCOVER System Ownership

ACT is the owner of the DISCOVER System(s) and all intellectual property rights to it, including but not limited to, copyright. Licensee's interest is strictly that of a licensee subject to the terms of this Agreement.

This license may not be transferred to any other site(s) or to other categories of Authorized Users at a site specified on Attachment A without a written modification to this Agreement, and the payment of additional fees. Licensee shall authorize access to the DISCOVER System(s) via passwords only to Authorized Users (as specified on Attachment A or Attachment M). Any Authorized User, using a password provided to Licensee by ACT, may subsequently access the DISCOVER System(s)

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# DISCOVER®

Attachment 13

during the term of this License from any computer at any location with Internet connectivity so long as he/she remains an Authorized User. Licensee will not sell, disclose, or otherwise make the DISCOVER System(s) available to any third party, except as specifically provided herein. With the exception of results obtained by Authorized Users through the use of the DISCOVER System(s), Licensee may not copy, reproduce, republish, upload, transmit or distribute, in any way, any part or component of the DISCOVER System(s) in any medium without the express written consent of ACT, and shall take all reasonable steps to ensure that no part or component of the DISCOVER System(s) is copied, reproduced, republished, uploaded, transmitted or distributed in any way. If Licensee allows any individuals who are not Authorized Users access to the DISCOVER System(s) or any of its component parts, such actions will be deemed a violation of this Agreement and ACT, in addition to ACT's other rights and remedies, shall have the right to recover from Licensee an amount equal to the greater of (1) the sum that ACT would have charged the persons having unauthorized use, or (2) any amount received by Licensee for unauthorized use.

#### Responsibility of Parties

ACT will, within five (5) business days after acceptance of this Agreement, provide Licensee with the following:

- A. Authorization to access the DISCOVER System's Internet site.
- B. Passwords for use by Authorized Users.
- C. Instructions for accessing the DISCOVER System(s).
- D. Telephone support for access to the DISCOVER System(s) to the individual(s) listed on Attachment A.

Licensee shall be responsible for supervision, management and control of the use of the DISCOVER System(s) including, but not limited to: (1) assuring proper machine configuration, a compatible Internet browser, and Internet access, (2) implementing security and accuracy of input and output, (3) providing trained personnel, (4) ensuring that only Authorized Users are given passwords and access to the DISCOVER System, and (5) ensuring that passwords and access to the DISCOVER System are terminated when an Authorized User ceases to be affiliated with the site as set forth on Attachment A.

#### Limited Warranties

(1) ACT warrants that the DISCOVER System(s) will conform to specifications in the provided documentation and be in good working order when access is authorized.

(2) ACT warrants that it has full power and authority to grant the rights herein granted and that use of the DISCOVER System(s) in accordance with this Agreement will not violate any patent, copyright, trade secret or other proprietary right of any other party. Subject to the limitation of liability provisions of this Agreement, ACT will indemnify and hold harmless Licensee from and against loss, cost or expense arising out of any breach of this warranty.

#### LIMITATION OF WARRANTIES/LIABILITY

ACT DISCLAIMS RESPONSIBILITY (AND ANY ASSOCIATED COSTS OR DAMAGES) FOR (1) THE OPERATION OF OTHER PRODUCTS THAT MAY INTERFERE WITH THE DISCOVER SYSTEM(S), (2) TECHNICAL DIFFICULTIES THAT MAY ARISE DUE TO THE SIMULTANEOUS OPERATION OF OTHER SOFTWARE IN LICENSEE'S OR THE AUTHORIZED USERS' COMPUTER(S), (3) ANY LOSS OF DATA, DUE TO FAILURE OF THE SERVER FROM WHICH THE DISCOVER SYSTEM(S) IS OPERATED OR OTHERWISE, THAT MAY OCCUR DURING LICENSEE'S (OR ITS AUTHORIZED USERS') USE OF THE DISCOVER SYSTEM(S), AND (5) LICENSEE'S (OR THE AUTHORIZED USERS') ACCESS TO THE INTERNET.

ACT DOES NOT WARRANT THAT THE DISCOVER SYSTEM(S) WILL BE ERROR-FREE, UNINTERRUPTED OR THAT THE SERVER ON WHICH THE DISCOVER SYSTEM(S) IS ACCESSED IS VIRUS-FREE, AND ACT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OR DAMAGES ASSOCIATED THEREWITH.

ACT FURTHER DOES NOT WARRANT THAT THE DISCOVER SYSTEM(S) WEB SITE IS COMPATIBLE WITH EVERY INTERNET BROWSER OR WITH EVERY WORKSTATION. ACT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ASSUMES ANY RESPONSIBILITY OR LIABILITY FOR ANY

COMPLICATION, SUITABILITY OR NON-COMPATIBILITY OF THE TECHNOLOGY, SOFTWARE OR HARDWARE USED BY THE LICENSEE AND THE AUTHORIZED USERS TO ACCESS AND USE THE DISCOVER SYSTEM(S). THE DISCOVER SYSTEM(S) MAY CONTAIN LINKS TO WEB SITES OPERATED BY THIRD PARTIES AND SUCH LINKS ARE PROVIDED FOR CONVENIENCE. ACT DOES NOT CONTROL SUCH WEB SITES AND ACT IS NOT RESPONSIBLE FOR THEIR AVAILABILITY OR CONTENT. THE LINKS TO SUCH WEB SITES DO NOT IMPLY ENDORSEMENT OF THE MATERIAL ON SUCH WEB SITES OR ANY ASSOCIATION WITH THEIR OPERATORS, GOODS OR SERVICES.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ACT MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND SPECIFICALLY DISCLAIMS ALL OBLIGATIONS OR LIABILITIES FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, REPAIR, MODIFICATION, UPDATE OR PERFORMANCE OF THE DISCOVER SYSTEM(S).

LICENSEE AGREES THAT ACT'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE FEES PAID BY LICENSEE FOR THE DISCOVER SYSTEM(S). IN NO EVENT SHALL ACT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY FAILURE OF PERFORMANCE DUE TO CAUSES BEYOND ACT'S CONTROL.

#### Default

Any of the following shall constitute Licensee's default:

A. Nonpayment of fees when due or violation or failure to perform any other term or condition of this Agreement when such nonpayment, failure or violation continues for 10 days after written notice thereof by ACT; or

B. Institution of proceedings under the Federal Bankruptcy Act or any other similar federal or state statute against Licensee, appointment of a receiver or similar officer for the Licensee or any of its property, or attachment or levy on all or any portion of the DISCOVER System(s) and such proceedings, appointment, attachment or levy shall not be vacated, or fully stayed, within 20 days after its institution or occurrence; or

C. Making an assignment for the benefit of creditors or instituting proceedings under any bankruptcy or similar law (including reorganization or arrangement) or admitting in writing to the inability to pay debts as they become due; or

D. Violation of ACT's intellectual property rights, including but not limited to copyright.

In the event of Licensee's default, ACT may, without further notice, terminate this Agreement and/or exercise any other right or remedy that it may have under law or in equity and ACT shall have the right to recover from Licensee the reasonable expenses in doing so, including attorney fees and court costs.

#### Notices

Notices shall be deemed given upon mailing when mailed by registered or certified mail, return receipt requested, to the other party at the address specified on the cover page to this Agreement or as specified in a notice given in compliance with this provision. Notices given in any other manner shall be effective upon actual receipt.

#### Assignment/Successors

Licensee may not sublicense, lend, assign, transfer or pledge, in whole or in part, this Agreement or the DISCOVER System(s) without the prior written consent of ACT. This Agreement inures to the benefit of and is binding upon the successors and assigns of the parties hereto.

#### General

This Agreement shall be governed by the laws of the State of Iowa and constitutes the entire agreement and understanding between ACT and the Licensee. Any representation, promise, modification, or amendment to this Agreement shall not be binding upon either party unless in writing and signed by each. If any provision of this Agreement is found to be invalid by any court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable. Headings are for reference purposes only and are not part of the Agreement.

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# DISCOVER®

**DISCOVER® LICENSE AGREEMENT – INTERNET VERSION**  
**Attachment A**

Page 1 of 1 Page(s)

Date: 8/27/10

**Licensee:** Coast Community College District  
(Coastline Community College)

**Distributor (if applicable):** \_\_\_\_\_

Complete one section of this form for each DISCOVER version and site (campus, school, office, etc.) for which authorization is being granted.

**List as LEADER the person with direct responsibility for administering the DISCOVER system at each listed site.**

**Categories of Authorized Users affiliated with this site.**  
(Indicate estimated number of likely users in each category.)

**DISCOVER Version (See key below)**

**Annual License Fee**

**1. Site:** Warrior Transition Battalion – William Beaumont Hospital

**Leader:** Dee Reardon

**Position:** Site Administrator

**Street:** WTB Computer Career Learning Ctr., Bldg 2445, Cassidy Rd.

**City:** Ft. Bliss **State:** TX **Zip:** 79916

**Phone:** 915/252-3104

**Fax:** \_\_\_\_\_

**E-Mail:** dreardon@coastline.edu

**Site Technical Contact (if different than Leader):**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**DISCOVER Head Counselor (if different than Leader):**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Schools/Colleges:**

STD

\$950.00

\_\_\_\_\_  
Faculty and Staff

\_\_\_\_\_  
Students\*

\*Parents/guardians are authorized to use DISCOVER with their students.

**Other sites:**

\_\_\_\_\_  
Employees

100 Clients or Patrons

\_\_\_\_\_  
Others:

**Grades served in your building (if applicable):**

Lowest grade level: \_\_\_\_\_ Highest grade level: \_\_\_\_\_

**Enrollment in your building (if applicable):**

6-8 enrollment: \_\_\_\_\_ 9-12 enrollment: \_\_\_\_\_

**2. Site:** \_\_\_\_\_

**Leader:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Site Technical Contact (if different than Leader):**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**DISCOVER Head Counselor (if different than Leader):**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Schools/Colleges:**

\$ \_\_\_\_\_

\_\_\_\_\_  
Faculty and Staff

\_\_\_\_\_  
Students\*

\*Parents/guardians are authorized to use DISCOVER with their students.

**Other sites:**

\_\_\_\_\_  
Employees

\_\_\_\_\_  
Clients or Patrons

\_\_\_\_\_  
Others:

**Grades served in your building (if applicable):**

Lowest grade level: \_\_\_\_\_ Highest grade level: \_\_\_\_\_

**Enrollment in your building (if applicable):**

6-8 enrollment: \_\_\_\_\_ 9-12 enrollment: \_\_\_\_\_

**License Fee Total** \$ 950.00

**DISCOVER**  
**Version Key**

**STD**  
**DMS**

Standard, designed for individuals of high school age and older.  
DISCOVER for Middle Schools, designed for students in middle schools and junior highs.



**Orange Coast College  
Transfer Center / Articulation  
2010 - 2011 Year Goals**

**Goals: Transfer Center**

Goals	Measurement Strategy	Program
Outreach to historically underrepresented (African-American, Latino, Native American) students from local feeder high schools.	Count number of student contacts. Key informant interview (Transfer Opportunity Program, TOP, Coordinator/Staff Assistant Transfer Center/TOP Counselor)	Transfer Center/TOP
Serve on key Intersegmental committees that directly impact the transfer student population at Orange Coast College.	Key informant review (Transfer Center Coordinator/Transfer Center Counselor/ Articulation Officer)	Transfer Center
Develop an on-line Transfer Admission Guarantee (TAG) orientation for OCC students who are applying for a UC TAG's and an on-line UC personal statement tutorial.	Transfer Center Counselor, Staff Assistants Transfer Center, Transfer Center Coordinator and IT staff	Transfer Center
As a member of the UCOP Data Sharing Project, follow up with all OCC students who applied for fall 2011 transfer to a UC campus.	Contact count. Key informant interview (students)	Transfer Center

**Maintenance Goals: Transfer Center**

Goals	Measurement Strategy	Program
Work with the Office of Institutional Research to better track OCC transfer students.	Count comparison using August 1998 as a baseline	Transfer Center/Office of Institutional Research
Ensure that students and counseling faculty receive accurate and up to date transfer information.	Key informant review (Transfer Center Coordinator/Transfer Center Counselor/ Articulation Officer)	Transfer Center
Maintain the number of students applying for	Count comparison of	Transfer

Goals	Measurement Strategy	Program
transfer to UCs and CSUs.	those applying for transfer with 1998-99 as a baseline	Center/Office of Institutional Research
Encourage ongoing interaction between Orange Coast College and neighboring four-year institutions:	Key informant review (Transfer Center Coordinator/Articulation Officer)	Transfer Center
Simplify student access to transfer information and maintain resources from 4-year institutions in the Transfer Center and on our website.	Student survey	Transfer Center
Increase student access to and counselor utilization of Project ASSIST.	Student survey, Counselor survey	Transfer Center
Provide students the opportunity to tour four-year campuses.	Key informant interview (Transfer Center Coordinator/Staff Assistant Transfer Center)	Transfer Center
Submit annual report to the CCC Chancellor Office	Transfer Center Coordinator	Transfer Center
Monitor the progress of TOP freshmen students through progress reports and provide support to increase retention to the point of transfer.	Key informant interview (Transfer Center Coordinator/TOP Counselor)	TOP
Mailings to students on transfer related events and activities via mail and e-mail.	Key informant interview (Transfer Center Coordinator/Staff Assistant Transfer Center)	Transfer Center
Provide support for students applying to transfer to UC, CSU, independent and out-of-state institutions. (workshops, group and individual appointments)	Key informant interview (All Transfer/TOP Center faculty and staff)	Transfer Center
Meet with Transfer Center Advisory Committee on an annual basis to plan for the future.	Key informant interview (All Transfer/TOP Center faculty and staff)	Transfer Center
Continue to survey OCC students on their satisfaction with the Transfer Center and TOP.	Student survey	Transfer Center/TOP

Goals	Measurement Strategy	Program
Increase awareness of the transfer process by providing classroom presentations and maintaining a visual presence on campus.	Key informant interview (Transfer Center Coordinator/Staff Assistant Transfer Center)	Transfer Center/ Instructional Division Deans
Support transfer student progress, making appropriate referrals to campus services when needed.	Key informant interview (All Transfer/TOP Center faculty and staff)	Transfer Center

### Goals: Articulation

Objectives	Measurement Strategy	Program
Develop new articulation with Private four year institutions within California.	Key informant interview (Articulation Officer)	Articulation
Educate faculty about C-ID project. Propose courses for C-ID review and approval.	Key informant interview (Articulation Officer)	Articulation
Assist faculty in the revision or development of new courses for UC transferability to expand lower division major preparation offerings.	Key informant interview (Articulation Officer)	Articulation
Develop stronger course to course articulation for majors in Physical and Life Sciences, including Computer Science, throughout the state.	Key informant interview (Articulation Officer)	Articulation
Assist in reviewing and revising Associate degree guidelines to meet the new standards of bill SB 1440.	Key informant interview (Articulation Officer)	Articulation

### Maintenance Goals: Articulation

Objectives	Measurement Strategy	Program
To maintain the lower division curriculum guides, both printed and electronic versions.	Key informant interview (Articulation Officer)	Articulation
To continue to participate in articulation projects.	Key informant interview (Articulation Officer)	Articulation



**COAST COMMUNITY COLLEGE DISTRICT**  
**STANDARD AGREEMENT COVERING CHILDCARE**

**CAMPUS:**     **Orange Coast College**

**PROJECT:**   **CalWORKs**

This STANDARD AGREEMENT COVERING CHILDCARE ("Agreement") is made and entered into by and between COAST COMMUNITY COLLEGE DISTRICT ("District") and Stonegate Child Development Center, located at 100 Honors, Irvine, CA 92620, telephone number (949) 552-1872 ("Childcare Provider"). District and Childcare Provider are referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, District has received a grant and wishes to assist student parents ("Students") with access to quality childcare while Students attend school at the District ("Childcare Program"); and

WHEREAS, Childcare Provider has reviewed all of District's policies, regulations, and procedures, and the terms and conditions of this Agreement, and wishes to conform thereto, and to provide quality care to Students' children pursuant to the terms and conditions hereof:

District and Childcare Provider agree as follows:

1.     The term of this Agreement shall be from September 2, 2010 (beginning date) through June 30, 2011 (ending date).
2.     Childcare Provider agrees:
  - a.     To comply with all of District's policies, regulations, procedures, and requirements pertaining to child care.
  - b.     To comply with all applicable local, state, and federal laws, regulations, and ordinances.
  - c.     To be licensed by the California Department of Social Services ("DSS"), Community Care Licensing Division, unless exempt by law from such license requirements.
  - d.     To be free from investigation by DSS, or any other agency, to comply with all licensing regulations, and to maintain Childcare Provider's facility in accordance with all licensing requirements.
  - e.     To not discriminate unlawfully such as on the basis of race, creed, color, sex, religion, national origin, marital status, age, disability, sexual orientation, or medical condition, and to not subject any student or child to any discriminatory practices prohibited by state or federal law.
  - f.     To allow unlimited access by parents and guardians to Students' children, and to all written records regarding the children, during operating hours when child is in Childcare Provider's care, except as otherwise provided by law.

- g. To complete, submit, and update all documents required by District.
- h. To maintain District's monthly attendance sheets that documents the attendance and contract hours of the children enrolled.
- i. To comply with all legal requirements regarding the reporting of suspected child abuse or neglect.
- j. To promptly notify College's Childcare Program Staff whenever any of the following occurs:
  - (1) Any child has been absent for more than three consecutive days without communication from the parent regarding absences;
  - (2) Any child has irregular attendance or is not utilizing the contract hours as specified in the contract;
  - (3) When there is any change in the child's childcare contract; and
  - (4) When the Childcare Provider has any questions or concerns.
- k. To allow reasonable inspection of Childcare Provider's facility by District. The Childcare Provider must be willing to receive scheduled and unscheduled visits during hours care is provided to enrolled children.
- l. To refrain from the use of corporal punishment, or any act that may be construed as corporal punishment (i.e., physical punishment, humiliation, neglect, retaliation, mental abuse or punitive interference with daily functions of living such as eating, sleeping or elimination).
- m. To refrain from charging families for any additional services related to childcare, such as materials or activities during the contracted hours of childcare paid for by the District.
- n. To provide proof of negative tuberculosis tests as required.
- o. To maintain as confidential all individual information concerning any children and their families, except as necessary and directly related to the administration of the program.
- p. To not allow children to be observers of or participants in punishment of Childcare Provider's own children or other children in Childcare Provider's care.
- q. To not use or allow any abusive or profane language in the presence of any child being cared for.

3. For compensation, Childcare Provider further agrees as follows:

- a. If Childcare Provider complies fully with the terms and conditions of this Agreement, District will pay at the rate set forth in Exhibit "A" attached hereto.
  - b. To submit monthly attendance sheets to be filled out daily and certified by the fifth working day of the following month. Parents are required to sign their children in and out each day and to specify reasons for absence.
  - c. To contact College's Childcare Programs Staff immediately when a child is absent for three consecutive days. Failure to do so will result in nonpayment for any absences in addition to the three consecutive days.
  - d. To provide District with all attendance sheets by the fifth working day after the attendance period. If received by the fifth working day after the attendance period, Childcare Provider will receive payment no later than twenty (20) working days after the date received. Attendance sheets received after the fifth working day after the attendance period will not be paid until the following month.
4. The Parties hereby acknowledge that they are independent contractors and neither District nor any of its agents, representatives, employees, students, or children shall be considered agents, representatives, or employees of Childcare Provider. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto. Childcare Provider shall be liable for its own debts, obligations, acts, and omissions, including the payment of all required withholding, social security and other taxes or benefits. District is not liable to Childcare Provider for payment of any salaries, insurance, or other employee benefits of any nature.
5. The District may require Childcare Provider to secure and maintain a policy of insurance insuring against bodily injury and property damage arising out of Childcare Provider's performance of services under this Agreement. This policy shall have limits of not less than \$1,000,000 per occurrence and up to \$2,000,000 general aggregate and shall name District as an additional insured, and Childcare Provider shall provide District with a certificate of insurance evidencing the same. Childcare Provider shall provide to District a copy of the insurance policy.
6. Childcare Provider hereby releases, discharges, and agrees to hold harmless District, District's governing board ("Board") and College, and each of their trustees, officers, employees, agents, students, and representatives from any and all liability arising out of or in connection with any act or omission of Childcare Provider arising out of or relating to this Agreement and to all services rendered by Childcare Provider to Students and/or their children. For purposes of this release, "liability" means all claims, demands, losses, causes of action, suits, or judgments of any kind that Childcare Provider or its officers, directors, or employees may have against District, Board, College, and any of their trustees, employees, agents, students, and representatives because of their actions or failure to act which causes any personal injury, accident, illness, death, or any loss or damage to property that results from any cause including, but not limited to, students, children, District, Board, College, or the trustees, employees, agents,, or representative's own passive or active negligence or any acts other than fraud or willful misconduct.

7. Childcare Provider agrees to indemnify, defend and hold harmless District and its Board, College, and each of their trustees, officers, employees, agents, students, children, and representatives from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Agreement or from any cause whatsoever which may arise because of the negligence, misconduct, or other fault or wrongdoing of Childcare Provider, including any acts, errors, or omissions of any officers, employees, or agents of Childcare Provider including any costs and expenses incurred by District, and its Board, College, trustees, officers, employees, agents, students, children, and representatives.
8. Childcare Provider may not assign this Agreement or delegate its duties hereunder without the prior written consent of District which consent may be withheld by District in its sole and absolute discretion.
9. Either Party may terminate this Agreement without cause by giving five days prior written notice to the other Party of its intentions to terminate. District may further terminate this Agreement as follows:
  - a. Immediately upon termination or reduction of funding for District's program.
  - b. Immediately upon breach by Childcare Provider of any of the terms and conditions of this Agreement.
  - c. If the Student parent of any child enrolled in the program terminates the program or violates any of the terms, covenants, or conditions of Student's contract with District or any of District's policies, rules, or regulations, or, if there is a change in eligibility of Student and/or a need by Student for such services.
  - d. If District at any time determines, in its sole discretion, that any actions of the Childcare Provider are detrimental to the health and welfare of the child being cared for.
  - e. Failure to maintain daily attendance records and/or falsifying any information including attendance sheets or requests for payment.
  - f. Failure of Childcare Provider to be licensed without restrictions and to provide District with a copy of its current license,
  - g. If Childcare Provider is uncooperative with College's Childcare Program Staff.
  - h. If Childcare Provider's license is suspended or revoked
10. This Agreement and each completed Exhibit "A" for each Student constitute the entire agreement of the parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both Parties.
11. Any notice or communication required or permitted to be given hereunder or by law relating to this Agreement shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

**TO CHILDCARE PROVIDER:**

*Stonegate Child Development Center  
100 Honors  
Irvine, CA 92620  
Attention: Leslie Hall, Director*

**TO CAMPUS:**

*Orange Coast College  
2701 Fairview Road, P.O. Box #5005  
Costa Mesa, CA 92628-5005  
Attention: Vickie Hay, Coordinator*

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a copy to:**

*Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626*

and/or to such other persons or places as either of the Parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective 48 hours after deposit in the mail.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year stated below.

COAST COMMUNITY COLLEGE DISTRICT

*Stonegate Child Development Center*  
*(Childcare PROVIDER / FACILITY NAME)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: President, Board of Trustees

Relationship/Title: *Childcare Provider*

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## AFFILIATION AGREEMENT

This Agreement ("Agreement") is entered into between Sharp HealthCare, a California nonprofit public benefit corporation, doing business as Sharp HealthCare ("SHARP") and Coast Community College District, a public educational form agency ("District"), which operates **Orange Coast College** ("SCHOOL") effective **October 1, 2010** (collectively the "Parties" or individually a "Party").

### RECITALS

- A. **WHEREAS**, the SCHOOL operates the following program, an education program ("PROGRAM") that is fully accredited by appropriate state, federal and/or regulatory agencies as applicable.
  - Diagnostic Medical Sonography Program(s)
- B. **WHEREAS**, the SCHOOL desires to improve its overall educational program by providing the opportunity for its students to integrate academic theory with clinical application.
- C. **WHEREAS**, SHARP desires to provide students with learning opportunities to encourage professional growth and assist in educating and training students.
- D. **WHEREAS**, both the SCHOOL and SHARP acknowledge a commitment to the public to contribute to health care education for the benefit of students and to meet community needs.
- E. **WHEREAS**, this Agreement is entered into and will be performed in San Diego County, California.

**NOW THEREFORE**, in consideration of the mutual undertaking set forth above, the Parties agree to cooperate in the PROGRAM under the following terms and conditions:

### AGREEMENT

#### PART I

#### INCORPORATION OF RECITALS

- 1.1 The Recitals set forth above are incorporated by this reference and made a part of this Agreement.

#### PART II

#### RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS OF SCHOOL

- 2.1 The SCHOOL shall assume full responsibility for the planning and implementation of the PROGRAM. The SCHOOL'S instructor, when applicable, shall agree to become familiar with SHARP'S policy and procedures prior to coming to SHARP.

- 2.2 The SCHOOL shall notify SHARP, at a mutually convenient time, of its proposed schedule of student assignments, including the names of the students and the dates of their learning assignment and additional meetings as indicated to coordinate/evaluate the learning experience. All such matters shall be subject to SHARP'S prior approval.
- 2.3 The SCHOOL, when applicable, shall provide qualified faculty members with appropriate credentials and background checks inclusive of all requirements outlined in Attachment A to assume the responsibility of all instruction and supervision of students while they are assigned to SHARP. The faculty members have the authority and responsibility to take immediate, corrective action in the event a student demonstrates an inability to function safely in the practice of patient care delivery. The SCHOOL shall designate a faculty member as Coordinator who shall arrange the scheduling of education experiences cooperatively with students, instructors and SHARP. The SCHOOL shall notify SHARP if the identity of the Coordinator member changes for any reason.
- 2.4 The SCHOOL, when applicable, agrees to provide an adequate number of faculty members to supervise students and assure adequate teacher-student ratio for a safe and valuable learning experience. Faculty members are responsible for the supervision and control of the students' professional activities. The maximum number of students to be assigned to SHARP will be determined by the designated SHARP specialist/education contact.
- 2.5 The SCHOOL shall assign a faculty member, for programs that utilize a SHARP preceptor experience. Faculty member must be available at all times, by telephone, while students are on SHARP premises.
- 2.6 The SCHOOL shall ensure that the students have completed the necessary didactic portion of their academic curriculum to prepare them for their learning experience at SHARP and are in good academic standing.
- 2.7 The SCHOOL agrees to provide SHARP with required student evaluation forms.
- 2.8 The SCHOOL agrees to notify its students that the students are responsible for the quality of patient care they perform. Students are also responsible for following applicable SHARP'S policies and procedures, regulatory, state and federal requirements.
- 2.9 The SCHOOL is responsible for ensuring that students have completed all preliminary requirements prior to their educational experience at SHARP. Preliminary requirements include but are not limited to background check, compliance training, HIPAA education and other regulatory requirements as outlined in Attachment A.
- 2.10 The SCHOOL, when applicable, shall educate students and instructors in accordance with OSHA's blood borne pathogens standards before initiating the learning experience. A three shot series for Hepatitis-B plus titer is strongly recommended if the student is assigned to a patient care area. If the student refuses, a declination shall be signed.
- 2.11 The SCHOOL, when applicable, shall notify and verify that the students maintain current certification/competency in Basic Life Support (also referred to as Cardiopulmonary Resuscitation - "CPR") throughout the students' participation in the learning experience at SHARP. Student requirement of CPR certification shall be the same as the requirements of SHARP employees at the unit/department to which they are assigned. Students are required to carry on their person documentation of current certification while at SHARP and shall agree that the STUDENT may be

periodically audited to ensure documentation is current. Students who are unable to provide documentation or unwilling to allow verification of current CPR certification shall not be permitted to participate in the learning experience until they do so.

## 2.12 INSURANCE/INDEMNIFICATION:

- A. The SCHOOL shall notify students and instructors that as a condition of participation in a learning experience at the FACILITY, students must show proof of professional liability insurance when applicable. When requested by SHARP, SCHOOL agrees to verify that each student and instructor assigned to SHARP has professional liability insurance covering the students' and instructors' activities while in the clinical programs(s) which shall remain in full force and effect throughout the students' learning experiences. Insurance coverage shall be for not less than \$1,000,000 per occurrence/\$3,000,000 aggregate. Alternatively, the SCHOOL may obtain professional liability insurance, naming the students as insured in amounts not less than \$1,000,000 per occurrence/\$3,000,000 aggregate. If such insurance coverage is on a "claims made basis", the student or SCHOOL, as the case may be, shall, at the request of SHARP, purchase full "tail" insurance to cover the students' activities during the term of this Agreement, at the termination of this Agreement for such time as deemed acceptable to SHARP or maintain ongoing, continuous "claims made" insurance coverage with full prior acts coverage. Notwithstanding the foregoing, professional liability insurance coverage is not required for non-clinical students.
- B. SHARP shall assume no responsibility for general, or professional liability insurance, or for worker's compensation or any other form of insurance, for the SCHOOL or the SCHOOL'S students and instructors. The SCHOOL shall provide proof of worker's compensation coverage for its faculty members if the faculty member will conduct any official SCHOOL business on site at SHARP or any SHARP location.

Each party shall defend, indemnify and hold the other harmless from and against any and all workers' compensation claims filed by any employee or former employee. The SCHOOL shall defend, indemnify, and hold SHARP harmless for any and all workers' compensation claims filed by any and all SCHOOL employees or former SCHOOL employees relating to injuries occurring while on SHARP premises. For SCHOOL employees or former SCHOOL employees, in the event there is an apportionment of liability arising out of a workers' compensation claim, regardless when filed or for work period covered, SCHOOL shall defend, indemnify and hold SHARP harmless for such apportionment and further shall reimburse SHARP for any and all reasonable costs, payments and attorney's fees arising from such a claim.

SCHOOL agrees to release SHARP from any and all claims, liability, judgments, losses and expenses, including reasonable costs, collection expenses and attorneys' fees, which SHARP may suffer as a result of a claim by any SCHOOL student or instructor from injury suffered by said SCHOOL student or instructor while said SCHOOL student or instructor is on any of SHARP'S property, facilities or leasehold, except to the extent that any such SCHOOL student's or instructor's claim is caused by the gross negligence or intentional wrongful act or omission of SHARP or SHARP'S personnel or agents.

SHARP shall defend, indemnify and hold SCHOOL, its officers, employees, agents, and students harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury (including death) or damages arising out of SHARP'S performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the breach, negligent or intentionally wrongful acts or omissions of SHARP, its officers, employees, or agents.

SCHOOL shall defend, indemnify and hold SHARP, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees and in-house counsel fees), or claims for injury (including death) or damages arising out of SCHOOL'S performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' and in-house counsel fees, or claims for injury or damages are caused by or result from the breach, negligent or intentionally wrongful acts or omissions of SCHOOL, its officers, employees, agents or students.

- C. Proof of insurance or Certificates of Insurance, in a form acceptable to SHARP, shall be provided prior to the start of the student(s)' learning experience. Any written notices of termination, suspension or material modification in any insurance coverage required under this Agreement shall be provided to SHARP at least 30 days prior to the effective date of said event. Such notice shall be delivered to the other Party pursuant to the terms of Article IV, Section 4.11.
- 2.13 The SCHOOL shall inform PROGRAM students that all proposed publications written by students, based on information/data/learning experience obtained at SHARP, shall not contain any protected health information as that term is defined under HIPAA. Neither party shall use the name or protected marks of the other in any promotional or advertising material unless written approval of the intended use shall first be obtained from the Party whose name or mark is to be used.
- 2.14 The SCHOOL recognizes that the federal Health Insurance Portability and Accountability Act of 1996 and implementing regulations (referred to hereinafter as "HIPAA") apply to all individually identifiable health information that exists or shall exist at SHARP. The SCHOOL shall accordingly instruct its personnel and students that it is a breach of ethics and contrary to law to divulge information about persons being treated at SHARP, including their names and/or the nature of their illness, to any individual not directly affiliated with the provision of health care related services to such person at SHARP. The SCHOOL shall further instruct its personnel and students that the information or documents of a SHARP facility at which SCHOOL'S personnel and students are assigned, are considered confidential. To ensure compliance with SHARP'S requirements under HIPAA and similar state law, SCHOOL certifies and affirms that its personnel and students assigned to a SHARP facility under the PROGRAM have received, read, and understand the materials provided by SHARP prior to any student's educational experience at SHARP.

The SCHOOL shall specifically notify students and personnel that "protected health information" may not be removed from SHARP premises, either physically or electronically, and that use of protected health information by students is limited to work or patient care related tasks. SCHOOL shall not require students to take any action that would violate the promises in this section and this Agreement, including but not limited to copying of protected health information for SCHOOL assignments.

To ensure compliance with SHARP and the requirements of Medicare, Medi-cal and all other federal healthcare programs (as defined in 42 U.S.C. Sec. 1320a – 7b (f)), SCHOOL certifies and affirms that its personnel and students have received, read and understand SHARP's Commitment to Principles: Code of Conduct for Employees, Physicians, Volunteers and Contractors.

SCHOOL and its personnel and students have been informed of the reporting procedures applicable to potential violations of federal law, California law, the SHARP compliance program, or the Commitment to Principles, and SCHOOL understands that not only must SCHOOL and its students and personnel personally comply with federal law, California law, the SHARP compliance program, and SHARP'S Commitment to Principles, but that SCHOOL and its personnel and

students also must report any potential violations discovered, witnessed, or learned of in any manner as provided for in those materials.

Furthermore, as a component of the SHARP compliance program, SCHOOL understands that as a type of screening, SHARP will make reasonable inquiry into the prior conduct and sanctions imposed on SCHOOL, including but not limited to, review of the General Services Administration's list of parties excluded from Federal programs and Department of Health and Human Services (DHHS)/Office of Inspector General (OIG) cumulative sanction report. SCHOOL understands that committing a violation or failing to report a potential violation as related to the SHARP compliance program may result in termination of this Agreement. The SCHOOL shall have each student who comes to SHARP for a learning experience successfully complete the education module provided by SHARP to the SCHOOL.

### **PART III**

#### **RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF SHARP**

- 3.1 SHARP retains professional management responsibility for all services rendered to SHARP and/or its patients by Students, as well as responsibility for ensuring that such services are furnished in a safe and effective manner by persons meeting all qualifications for the provision of such services as set forth under applicable federal, state (as used in this AGREEMENT, state includes California and any other appropriate state of the United States having jurisdiction over the subjects of this Agreement) and local laws and regulations. All services rendered by SCHOOL to SHARP shall be supervised, coordinated, and evaluated by SHARP (either by the SHARP Administrator or his/her designee, sometimes referred to herein as "SHARP Designee").
- 3.2 SHARP shall make available to students and faculty members, copies of the rules, regulations, policies and procedures of SHARP to which the students must adhere.
- 3.3 SHARP shall advise the SCHOOL of any changes in SHARP'S rules, regulations, policies, and procedures which may impact on the students' learning experience.
- 3.4 SHARP agrees to permit, upon reasonable notice and accompanied by the Sharp Designee, the inspection of the SHARP premises by the representative of the agency charged with the responsibility of accrediting SCHOOL's health education programs.
- 3.5 SHARP agrees to provide students, whenever possible, with the use of library resources, reference materials and other specialized learning experiences.
- 3.6 SHARP reserves the right to terminate any student's participation in the PROGRAM if, in SHARP'S sole opinion, the student is not an acceptable participant in the learning component. SHARP shall provide the SCHOOL with written notice if any student's participation in the learning component is terminated.
- 3.7 SHARP agrees to provide necessary emergency medical treatment to the SCHOOL'S faculty members or students. It is agreed and understood that the SCHOOL'S faculty members or students shall be responsible for any and all charges associated with emergency medical treatment.

### **PART IV**

## GENERAL PROVISIONS

- 4.1 The SCHOOL'S faculty members and students participating in the PROGRAM are not, and shall not be considered, employees of SHARP and shall not receive any type of compensation or employee benefits from SHARP under this Agreement, including but not limited to, health insurance benefits, worker's compensation insurance, vacation and sick leave.
- 4.2 This Agreement does not impose upon either SHARP or the SCHOOL any financial obligation of any kind.
- 4.3 Neither the SCHOOL nor SHARP shall discriminate against any student on the basis of race, religion, sex, age, veteran status, marital status, handicap, creed or national origin. It is the policy of each party to comply with existing statutes, regulations and executive orders in the area of civil rights.
- 4.4 Assignment. This Agreement shall not be assigned, either in whole or in part, without prior written consent of both Parties. Any revision or modification of this Agreement must be in writing and signed by both Parties.
- 4.5 Term and Termination. This Agreement shall be effective commencing on **October 1, 2010 through March 31, 2014**. This Agreement may be terminated at any time by either Party by giving thirty (30) days written notice of intent to terminate the Agreement. When reasonably feasible, SHARP shall initiate a good faith effort to accommodate the completion of the current rotation experience. In the event of failure to comply with responsibilities and obligations set forth in this Agreement, SHARP reserves the right to waive the thirty (30) days' written notice and impose an immediate suspension of the PROGRAM pending further investigation, which may result in termination of this Agreement.
- 4.6 Dispute Resolution/ Attorney's Fees. In the event either party is dissatisfied with the other party's performance under this Agreement, or in the event of any other dispute, claim, question, or disagreement ("dispute") arising from or relating to this Agreement or the claimed or actual breach thereof, the parties hereto shall use their best efforts to settle the dispute without resort to court. To this end, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to both parties, in as expeditious and non-confrontational manner as possible. Before invoking litigation, the parties shall first participate in mediation of any dispute arising under this Agreement, whether grounded in contract, tort or both. Therefore, the parties agree to the following dispute resolution procedures:

Step I - Informal Discussion. Should any dispute arise, the complaining party shall first attempt to arrange for an informal discussion with the other to come to a mutually agreeable resolution within thirty (30) days of notice of the dispute to the other party.

Step II - Mediation. Should the dispute fail to be resolved by Step I, the parties shall submit the dispute to mediation in accordance with the commercial mediation rules of the San Diego Office of JAMS, before a JAMS mediator mutually acceptable to each party. In the event the parties cannot agree on a mediator, the dispute shall be mediated before a mediator chosen by JAMS. Each party shall pay an equal share of the administrative and mediation fees charged by JAMS and the mediator, and each party shall bear its own attorney's fees and other costs of mediation. Mediation shall occur exclusively in San Diego County.

If a party has participated in the mediation and is dissatisfied with an outcome, the party may litigate the dispute and shall not be compelled to proceed with arbitration except as required by law.

Provided the Parties have participated in good faith in the mediation process described in this Section 4.6, in any litigation by which one Party either seeks its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be awarded reasonable attorney fees, including in-house counsel fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

The provisions of Section 4.6 shall survive the termination of the Agreement.

- 4.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Jurisdiction and venue of all judicial proceedings shall be exclusively in a San Diego County Superior Court.
- 4.8 Each Party shall be responsible for its own acts or omissions and any and all claims, liabilities, its injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged breach, malfeasance or neglect caused or alleged to have been caused by it, their employees or representatives, in the performance or omission of any act or responsibility of either Party under this Agreement. This provision shall survive termination of the Agreement.
- 4.9 The SCHOOL shall assist SHARP or its counsel as completely as possible in the defense of any litigation involving a student as a defendant or as a witness. The SCHOOL accepts responsibility for informing students that they must cooperate fully with SHARP or its counsel in the defense of any such claim, including but not limited to, meeting with SHARP or its counsel, traveling to the jurisdiction of a pending action for deposition and/or trial (at the expense of the student), and otherwise assisting fully in the defense of the litigation.
- 4.10 SCHOOL shall, until the expiration of four (4) years after the termination of this AGREEMENT, make available upon written request by the Secretary of the Department of Health and Human Services, or upon written request by the Comptroller General of the United States, or by any of such Secretary's or Comptroller General's duly authorized representatives, the AGREEMENT, and all books, documents and records of SCHOOL applicable under this Agreement.
- 4.11 Notices. Any notice to one Party by the other required or remitted under this Agreement shall be given in writing and delivered personally, or sent by Certified or Registered Mail to the following:

SHARP: Sharp HealthCare  
8695 Spectrum Center Boulevard  
San Diego, California 92123  
attn: SRN/Affiliation

SCHOOL: Orange Coast College  
2701 Fairview Road Box 5005  
Costa Mesa, CA 92628

CC: Vice Chancellor  
Administrative Services  
Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626

- 4.12 Entire Agreement. This Agreement, including any exhibits or attachments incorporated by reference herein, contains the entire agreement of the Parties and supersedes all previous agreements related to subject matter covered in this Agreement. Each Party to this Agreement acknowledges that no promises, whether oral or written, have been made or will be made, which are not embodied in the Agreement.
- 4.13 Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of the Agreement shall nevertheless continue in full force and effect.
- 4.14 Except as otherwise expressly provided in this Agreement, all representations, warranties, and covenants contained in this Agreement shall survive the termination of this Agreement.

## COMMENCEMENT OF AGREEMENT

The undersigned have caused this Agreement to be effective as of **October 1, 2010**, notwithstanding the fact that they may have executed the Agreement at a later date. By executing the Agreement, the Parties hereto accept all of the stipulations set forth herein and agree to each and every provision herein.

### **SCHOOL:**

Name: Orange Coast College

Program: Diagnostic Medical Sonography

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: Kevin Ballinger

Title: Orange Coast College: Dean-  
Consumer and Health Sciences

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: President Board of Trustees

**SHARP:**

- ☒ Sharp Metropolitan Medical Campus
  - Sharp Memorial Hospital
  - Sharp Outpatient Pavilion
  - Sharp Home Care
- ☒ Sharp Mesa Vista Hospital
  - Sharp Vista Pacifica
- ☒ Sharp Mary Birch Hospital for Women
- ☒ Sharp Grossmont Hospital
  - Sharp Hospice
- ☒ Sharp Chula Vista Medical Center
- ☒ Sharp Coronado Hospital and HealthCare Center
- ☒ Sharp Rees-Stealy – all locations
- ☒ Sharp HealthCare – all corporate locations

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: Anne Davis

Title: VP Workforce Support Services

# **SHARP**

**AFFILIATION AGREEMENT**  
Attachment A

SCHOOL is responsible for ensuring that students and instructors meet the following requirements prior to being assigned an educational experience at SHARP.

## **Health Screening**

The health screening requirements shall include the following:

- Mantoux PPD tuberculosis test which, if positive, a negative chest x-ray and will follow the Health Department guidelines for treatment. If a student is assigned to subsequent learning experiences, a Mantoux PPD tuberculosis test must be administered on a yearly basis. If positive results, then followed with a negative chest x-ray;
- Evidence, if born in 1957 or later, upon request, proof of immunity to measles, mumps and rubella, a positive titer to, or physician's diagnosis of disease or two doses of vaccination;
- Evidence, upon request, of immunizations, for tetanus if none within the past ten (10) years.
- The SCHOOL shall advise SHARP of those students without proof of immunity to varicella virus, positive titer to, or physician diagnosis of disease or two doses of vaccination and notify SHARP immediately of any exposure to chicken pox or shingles (zoster). Any exposure shall prevent the student from participating in the learning experience from Day 10 through Day 21 post-exposure.
- If participating in the learning experience in any women's services, neonate, pediatric area, urgent care or emergency department, evidence, upon request of the following:
  - Immunity to varicella: a positive titer to, or physician's diagnosis of disease or two doses of vaccine;
  - One dose of Tdap (Tetanus, diphtheria, acellular pertussis) vaccine if last Td (tetanus, diphtheria) vaccine was two years or more ago.

## **Influenza Compliance**

SCHOOL shall ensure compliance with California Department of Public Health Services and Joint Commission requirements related to annual influenza vaccine for all students. SCHOOL shall educate students, track student decision status and make information available to SHARP upon request.

## **Corporate Compliance**

SCHOOL shall ensure that all students and instructors have been educated to SHARP'S Corporate Compliance utilizing educational materials provided by SHARP. All instructors and students must sign SHARP'S Confidentiality Statement and the certification page of SHARP'S Commitment to Principles.

## **SHARP Policies and Procedures**

SCHOOL shall ensure its students and instructors are acquainted with SHARP'S policies and procedures including but not limited to:

- SHARP'S fire and disaster procedures, Life Safety Plan, and Infection Control practices
- Possess and wear identification supplied by SCHOOL
- Be able to speak, write and read the English language
- SHARP'S appearance standards
- Complete all other educational materials provided by SHARP

## **Background Check**

SCHOOL shall inform and only allow to participate those students and instructors, who have submitted themselves to and can provide proof of background check consistent with the following elements:

- Seven years residence/background history

- National criminal database search
- National sex offender database search
- County criminal background checks on all counties of residence or work disclosed
- Office of Inspector General (OIG) search
- Social Security Number verification and trace
- General Services Administration (GSA) search
- Drug screen, Substance Abuse Panel 8 with urine sample

Students or instructors with more than a 6 month break in service with SCHOOL shall be required to repeat the background check including drug screen prior to beginning another educational experience at SHARP.

SCHOOL shall consult with SHARP representative regarding any 'flagged' student or instructor records. SHARP will make the final decision as to appropriateness of student or instructor background for assignment at SHARP. Decisions will be based using the same criteria as applied to SHARP employees.

Drug screen sampling Substance Abuse Panel 8 must comply with the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines. The drug testing laboratory utilized by SCHOOL shall be SAMHSA certified. Documentation of successful completion of the test shall be included in SCHOOL background check report to SHARP.

CLASS	SCREENING METHOD	CUT-OFF	CONFIRMATION METHOD	CUT-OFF
AMPHETAMINES	RIA	1000 ng/ml	GC/MS	500 ng/ml
BARBITURATES	RIA	300 ng/ml	GC/MS	200 ng/ml
OPIATES	RIA	2000 ng/ml	GC/MS	2000 ng/ml
BENZODIAZEPINES	RIA	300 ng/ml	GC/MS	200 ng/ml
COCAINE	RIA	300 ng/ml	GC/MS	150 ng/ml
PHENCYCLIDINE	RIA	25 ng/ml	GC/MS	25 ng/ml
MARIJUANA METABOLITES	RIA	50 ng/ml	GC/MS	15 ng/ml
METHADONE	RIA	300 ng/ml	GC/MS	200 ng/ml



**COAST COMMUNITY COLLEGE DISTRICT  
SUPPLEMENT TO MASTER LICENSE AGREEMENT**

COURSE NAME: CYCLES OF LIFE: EXPLORING BIOLOGY

CCO #16,998

This Supplemental Agreement is between Coast Community College District, a public Educational Agency, 1370 Adams Avenue, Costa Mesa, California 92626 ("CCCD"), and EAST CENTRAL COLLEGE, 1964 Pacific Dell Road, Union, Missouri 63084-0529, ("Licensee"),

and is effective on the date of execution by the President of the Governing Board of the Coast Community College District or their authorized designee. This Agreement is supplementary to and a part of the Master course License Agreement between these parties, dated January 21, 1999.

1. **SUBJECT COURSE:** The subject of this Supplemental Agreement shall be the Course CYCLES OF LIFE: EXPLORING BIOLOGY, consisting of the video programs and print components listed on Schedule A, attached hereto and considered a part hereof.
2. **TERM OF LICENSE:** August 1, 2008 - December 31, 2010
3. **RIGHTS GRANTED:** CCCD hereby grants to Licensee the following rights, as defined in the Master License and subject to the restrictions in Paragraph 4 below: broadcast, cable, non-broadcast, duplication, & library.
4. **RESTRICTIONS ON LICENSE GRANTED:** In addition to the restrictions specified in Paragraph 5 of the Master License, the following specific restrictions shall apply to the grant of license of the Telecourse: None.
5. **PAYMENT:** In consideration of the rights granted by CCCD, Licensee shall pay to CCCD the following:  
LICENSE FEE: \$1,000.00; STUDENT ROYALTY: \$10.00 per enrolled  
student each and every time course is offered by Licensee;  
MATERIAL FEES: not applicable masters, plus  
0 for shipping and handling.
6. **PAYMENT SCHEDULE:** To be invoiced pursuant to the following terms: in September '10 for license fees; in September '10 for Fall '08, September '10 for Fall '09, and October '10 for Fall '10 for student royalty fees
7. **SPECIAL CONDITIONS:** The following special conditions apply to this Supplemental Agreement only, and shall not be construed to conflict with the terms of the Master License, which shall control: Only using lessons 1, 2, 3, 5, 6, 16, 17, 18, 19, 20, 21, 22, and 23.

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

**COAST COMMUNITY COLLEGE DISTRICT**

**LICENSEE**

By \_\_\_\_\_

By \_\_\_\_\_

Name Jerry Patterson

Name \_\_\_\_\_

Title President, Board of Trustees

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# SCHEDULE A

## CYCLES OF LIFE: EXPLORING BIOLOGY

### Components

- Text: *BIOLOGY: CONCEPTS AND APPLICATIONS*, 8th ed., Cecie Starr  
Brooks/Cole Thomson Learning  
ISBN: 9781439046739 (Paperback)
- Study Guide: *TELECOURSE STUDENT GUIDE FOR CYCLES OF LIFE: EXPLORING BIOLOGY*  
6th ed. Gerald Kellogg  
Brooks/Cole Thomson Learning  
ISBN: 9780840048226
- Photo Atlas *PHOTO ATLAS FOR BIOLOGY*, James W. Perry and David Morton  
Brooks/Cole Publishing Company  
ISBN-13: 9780534235567
- Lab Manual *Biology Laboratory Manual for the Telecourse Cycles of Life: Exploring Biology*  
Gerri K. Lindsey and Carolyn Robertson  
Brooks/Cole Publishing Company  
ISBN-13: 9780534504595

### Programs:

- 101 The Unity and Diversity of Life
- 102 Chemical Foundations of Life
- 103 Secrets of the Cell
- 104 The Power of Metabolism
- 105 Energy In - Energy Out
- 106 Generations: Mitosis and Meiosis
- 107 Patterns of Inheritance
- 108 DNA: Blueprint of Life
- 109 Proteins Building Blocks of Life
- 110 Microevolution
- 111 Macroevolution
- 112 Viruses, Bacteria, and Protists
- 113 Fungi, Plants, and Animals
- 114 Plant Structure
- 115 Plant Reproduction
- 116 Animal Structure
- 117 Circulation: A River of Life
- 118 Immunity
- 119 Respiration
- 120 Digestion and Fluid Balance
- 121 The Neural Connection
- 122 Endocrine Control: Systems in Balance
- 123 Animal Reproduction and Development
- 124 Populations and Communities
- 125 Ecosystems and the Biosphere
- 126 The Human Factor

**COAST COMMUNITY COLLEGE DISTRICT  
SUPPLEMENT TO MASTER LICENSE AGREEMENT**

COURSE NAME: PSYCHOLOGY: THE HUMAN EXPERIENCE

CCO #16,999

This Supplemental Agreement is between Coast Community College District, a public Educational Agency, 1370 Adams Avenue, Costa Mesa, California 92626 ("CCCD"), and WICHITA STATE UNIVERSITY, 1845 Fairmont, Campus Box 57, Wichita, Kansas 67260-0022, ("Licensee"), and is effective on the date of execution by the President of the Governing Board of the Coast Community College District or their authorized designee. This Agreement is supplementary to and a part of the Master course License Agreement between these parties, dated November 30, 1987.

1. **SUBJECT COURSE:** The subject of this Supplemental Agreement shall be the Course PSYCHOLOGY: THE HUMAN EXPERIENCE, consisting of the video programs and print components listed on Schedule A, attached hereto and considered a part hereof.
2. **TERM OF LICENSE:** June 1, 2010 - May 31, 2013
3. **RIGHTS GRANTED:** CCCD hereby grants to Licensee the following rights, as defined in the Master License and subject to the restrictions in Paragraph 4 below: cable, non-broadcast, duplication, & library.
4. **RESTRICTIONS ON LICENSE GRANTED:** In addition to the restrictions specified in Paragraph 5 of the Master License, the following specific restrictions shall apply to the grant of license of the Telecourse: none.
5. **PAYMENT:** In consideration of the rights granted by CCCD, Licensee shall pay to CCCD the following:  
LICENSE FEE: \$1,200.00; STUDENT ROYALTY: \$20.00 per enrolled  
student each and every time course is offered by Licensee;  
MATERIAL FEES: not applicable masters, plus  
0 for shipping and handling.
6. **PAYMENT SCHEDULE:** To be invoiced pursuant to the following terms: in September '10 for license fees; in July for Summer, October for Fall, and February for Spring for each year covered by agreement for student royalty fees
7. **SPECIAL CONDITIONS:** The following special conditions apply to this Supplemental Agreement only, and shall not be construed to conflict with the terms of the Master License, which shall control:  
None.

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

**COAST COMMUNITY COLLEGE DISTRICT**

**LICENSEE**

By \_\_\_\_\_

By \_\_\_\_\_

Name Jerry Patterson

Name \_\_\_\_\_

Title President, Board of Trustees

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE A

### *Psychology: The Human Experience*

#### Components

Text: *Psychology*, 5th ed., Don Hockenbury and Sandra Hockenbury  
Worth Publishers  
ISBN-13: 978-1-429-20143-8

Study Guide: *Telecourse Student Study Guide for Psychology: The Human Experience*, 4th ed.  
Worth Publishers  
ISBN-13: 978-1-429-22072-9

OR

Text: *Discovering Psychology*, 4th ed., Don Hockenbury and Sandra Hockenbury  
ISBN# (hardcover) 0-7167-8483-1  
ISBN# (paperback) 0-7167-7661-8

Study Guide: *Telecourse Student Study Guide for Psychology: The Human Experience*, 2nd ed.  
Worth Publishers  
ISBN-13: 978-0-716-76114-3

#### Programs:

- 101 - Why Study Human Behavior?
- 102 - Research Methods in Psychology
- 103 - The Nervous System
- 104 - The Neuron and Neural Transmission
- 105 - Sensation and Perception
- 106 - Consciousness
- 107 - Learning: Classical and Operant Conditioning
- 108 - Learning: Observational and Cognitive Approaches
- 109 - Memory
- 110 - Language and Cognition
- 111 - Intelligence and Creativity
- 112 - Motivation
- 113 - Emotion
- 114 - Infant and Child Development
- 115 - Adolescent and Adult Development
- 116 - Gender and Sexuality
- 117 - Personality Theories
- 118 - Personality Traits
- 119 - Social Cognition
- 120 - Attitudes
- 121 - Group Influence
- 122 - Stress, Health and Coping
- 123 - Understanding Psychological Disorders, Part I
- 124 - Understanding Psychological Disorders, Part II
- 125 - Therapies
- 126 - Making Psychology Part of Your Life

#

**MILES SQUARE GOLF COURSE  
CATERING / MEETING SERVICES  
AGREEMENT AND BANQUET POLICIES**

**Event Date: November 5, 2010**

**Event Times: 4pm – 6pm**

**Event Name: Coastline College**

**Room: AB**

We sincerely look forward to hosting your event at Mile Square Golf Course. Please review, sign and date this Catering / Meeting Services Agreement and Golf Course Policies.

- 1. Guarantee, Deposits and Cancellation:** Patron shall, at least ten days prior to the day of your event by 12:00 noon, specify to the Catering Department, the exact number to be in attendance. This number shall constitute a guaranteed minimum and final payment will be due at that time. The guarantee may not be reduced after the ten-day deadline. Mile Square Golf Course will be prepared to undertake a five-percent overage in your guarantee. Any additional people who attend the event will be considered guests, and the client will be charged accordingly at the conclusion of the event.

In the event that the Catering Department does not receive a guaranteed attendance from the Patron as stated by conditions above, the Catering Department will consider the expected number of guests indicated in the copy of the Banquet Event Order, as the guarantee of the function and will charge accordingly.

**A deposit in the amount of \$500.00**, (which amount represents the charge for space reserved) shall be paid by the Patron to Mile Square Golf Course at the time of signing this Agreement. In the event of cancellation, 50% of all monies received (including this deposit) will be refunded if a 60-day notice has been given. Any event cancelled less than 60 days from event date is non-refundable. Please note that this deposit directly applies to the final bill for the event and will be credited to the cost of the function.

In the event of a disaster, Mile Square Golf Course reserves the right to cancel any event if the facility is deemed not acceptable for human occupancy. If this occurs, all deposits will be refunded in full.

- 1a. Deposit:** Deposit will be \$500.00. A deposit for a room or function is not final until this Agreement has been signed and returned to the Catering Department with a deposit check. Please note that on holidays and in the month of December, a 50% deposit is required for all functions held.
- 1b. Room Rentals and Schedules:** The number of people anticipated assigns room. We reserve the right to change groups to a room suitable to the attendance, if the anticipated attendance drops or increases.
- 1c. Occupancy:** Client acknowledges that the optimum occupancy, without a dance floor, in Banquet Room A is 100 people, in Banquet Room B is 80 people and in Banquet Room C is 230 people. Should your function exceed the number of people held in each Banquet Room, an additional room, if available, will be connected to meet your capacity.
- 2. Minimum Attendance:** Mile Square Golf Course offers functions for groups under twenty-five (25) people; however due to the cost of labor for such groups, all evening functions will require a minimum food and beverages spending of \$1,000.00, unless previously authorized by the Catering Director. Extensive set-up may be subject to additional charge. Each of the rooms reserved at Mile Square Golf Course requires minimum spending for food and beverage. The minimum food and beverage requirement for your event is \$800.00.

3. **Taxes:** Addition to the charges set forth elsewhere in this Agreement, the Patron agrees to pay separately, any and all Federal, State, Municipal or other taxes imposed on or applicable to the event of this Agreement.

- 3a. **Service Charge:** There is a 19% service charge added to the total food and beverage charges. Please note that the service charge is taxable as required by law.

4. **Payment in Advance:** Payment in full for the entire contract price must be made in cash, credit card or certified bank check at the ten-day guarantee. Payments made between nine and seven days will require a 3% vendor service fee. If payment is not made, the golf course reserves the right to cancel the function and retain the entire deposit. In the event a balance remains due and unpaid at the conclusion of the function, payment is due at that time. Please arrange to meet with your Banquet Captain or Catering Manager at the conclusion of your function to settle your account. Unpaid balances are subject to an immediate late payment charge imposed at the rate of 1.5% per month (annual rate 18%), or the maximum allowed by law, of the unpaid balance, and reasonable cost of collection, including attorney fees. Please contact us immediately if you have any questions regarding this statement. Mile Square Golf Course also reserves the right to require a credit card authorization form along with final payment. If required, Mile Square Golf Course is only authorized to use the credit card if patron neglects to pay any unpaid balance at the conclusion of the event.

When Patron has chosen not to utilize a florist/decorator, the Catering Staff is not responsible for the storage, transfer or assembly of Patrons decorations and centerpieces. Patrons will need to make prior arrangements with friends and family for set-up and transfer of decorations, centerpieces and floral arrangements.

At the time of final count and final payment, Mile Square Golf Course may require that you submit a complete guest list to the catering office. If asked to do so, a typed list containing names and number of guests anticipated is required. In the event that the client neglects to provide Mile Square Golf Course with this list, the event is subject to cancellation.

One day prior, please bring in any small wedding favors, toasting glasses, cake knives, place cards, engagement photo, guest book, etc. to the Catering Department Office, clearly marked, to be locked up until your event date. Our banquet staff will be happy to put items out that day. The golf course will not take responsibility for items brought to any other area of the golf course.

5. **Price Increases:** Prices quoted reflect menu prices currently in effect at the time of event booking and may be used as an estimate. Patron agrees however, that such prices are subject to change and actual prices charged would be those menu prices in effect at the time the event takes place. Mile Square Golf Course guarantees that any price increase will not exceed five percent (5%) of menu price at the time of booking.
6. **Menu Preparation:** To ensure that all details of your event are handled in a professional manner, we require that your menu selections and specific detailed needs be finalized no later than four (4) weeks prior to your function. At that point you will receive a copy of your Banquet Event Order upon which you may make any changes you may deem necessary. We then ask you to return a signed copy of the Banquet Event Order.
7. **Cash and Consumption Bar Charges:** There is a \$100.00 bartender charge for a bartender. The Catering Department offers 2 ways to set up your bar arrangements:  
If a bar service is not ordered by the Patron, the restaurant bar will close at its usual time.

**Host Bar:** A minimum of \$250.00 in bar purchases is required to open a hosted bar. The current service charge and tax on the bar tab will be charged to the Patron's account. A \$100.00 bartender fee for a five (5) hour period applies.

Initial \_\_\_\_\_

**Cash Bar (No Host):** Cocktails, beer, wine and soft drinks will be charged at current prices. A bartender fee will be charged as follows: \$100.00 for a five (5) hour period.

8. **Labor Charges:** On some specialty menus, additional service staff might be needed. While adequate service staff is always available for your event, additional service staff can be made available at the following rate:

\*Chefs Carver: \$75.00

\*Wait Staff: \$15.00 per hour

\*Security Agents: Will be required for functions of 150 or more or if an event exceeds the 11:00 p.m. time frame. The Security Agent will be selected by Mile Square Golf Course with all costs billed to Patron.

If the Patron uses the Banquet Room for any time beyond the hours of the function set forth, the overtime costs will be applied at \$1,000.00 per hour.

Standard weekend event hours are as follows;

**Daytime Events: 11:00 a.m. thru 3:00 p.m. Evening Events: 6:00 p.m. thru 11:00 p.m.**

Please note that these are guidelines, all event hours must be approved by the Catering Department.

Should the client elect to change the date of their function after they have made their deposit, a \$500.00 fine will be charged.

It is the responsibility of the client to ensure that all vendors will arrive for event set-up no more than one (1) hour prior to the events start time and all vendors will vacate Mile Square Golf Course property within forty-five minutes (45) of the conclusion of the event. If additional time is required, please contact the catering office for approval and/or fees.

Each event held at Mile Square Golf Course is required to provide a \$500.00 "security/cleaning deposit". This deposit will be used by Mile Square Golf Course in the event that any damage, equipment theft, failure to follow the club policy regarding alcohol, carpet spotting, excessive mess left from party or excessive wear is done to any part of the golf course premises during any time such premises are under the control of the Patron's agents invitees, employees or independent contractors employed by the Patron. In the event that Mile Square Golf Course does not use the "security/cleaning deposit", the balance of the deposit will be refunded.

9. **Displays and Decorations:** All displays, signs, and/or decorations must be approved in advance by the Catering Manager prior to the start of your function. Any personal property of Patron, the Patron's guests or invitees brought on the premises of the golf course and left thereon, shall be at the sole risk of the Patron, and the golf course shall not be liable for any loss or damage to any such property for any reason. Also, please advise your Catering Manager of any outside vendors with unusual power requirements that many need extra power in our ballrooms. Room configurations, including placement of the dance floor is at the discretion of the Catering Department. While Mile Square Golf Course is pleased to offer a variety of linen colors, it is the sole responsibility of the client to advise Mile Square Golf Course of their color selection no later than 4 weeks prior to the event. Should client elect not to inform the catering department Mile Square Golf Course will use our house colors. Absolutely no nails, tacks, tape, confetti, glitter, birdseed, bubbles or rice shall be used inside the facility. Any use of any forbidden items listed above will result in complete loss of "security/cleaning deposit".
10. **Music and Entertainment:** Mile Square Golf Course does not require the use of any particular vendors, however all companies contracted by patron are subject to the approval of the Catering Department. Live music and bands are not allowed at Mile Square Golf Course unless previously approved by the Catering Department.
11. **Provision of Food and Beverage:** Neither Patron nor any of Patron's guests or invitees may bring food or beverage of any kind into the facility from off-premises without authorization from Mile Square Golf Course. The State of California regulates the sale, service and consumption of alcoholic beverages. The golf course is an alcoholic beverage licensee and is subject to regulations promulgated by the state.

Initial \_\_\_\_\_

Violations of which may jeopardize the golf course license. Consequently, it is the golf course's policy that alcoholic beverages may not be brought into the facility from outside sources. The golf course requires that only banquet servers and bartenders dispense beverages. Our alcoholic beverage license requires the golf course to request proper identification (photo I.D.) of any person of questionable age and may refuse alcoholic beverage service if the person is either underage or proper identification cannot be produced. Furthermore, it allows the golf course to refuse alcoholic beverage service to any person whom in the golf course' judgment appears intoxicated. The guaranteed count is considered the only guests who will attend the event. No guests are allowed other than those who are part of the guaranteed count. In the event a patron or their guest brings in alcohol without approval, the security deposit will result in complete loss.

Mile Square Golf Course advocates non-drinking and driving and requires all our Patrons and guests of Patrons to do the same. Patron shall conduct the function in an orderly manner in full compliance with applicable laws, regulations and golf course rules. The Patron assumes full responsibility for the conduct of all persons in attendance and any damage done to any part of the golf course premises during any time such premises are under the control of the Patron's agent's invitees, employees or independent contractors employed by the Patron. Conduct of each guest is the responsibility of the Patron and any children (17 or under) of guests or patron will be required to remain inside the designated rooms unless accompanied by a parent or legal guardian. **In the event that any minor (guest) is drinking alcoholic beverages during the event, the event will be immediately terminated by Mile Square Golf Course and the event will be considered finished.** In the event that there is any incident that is considered threatening to any employees or guests of the event, the event will also be considered finished.

- 12. Indemnification:** Patron agrees to protect, indemnify, defend and hold harmless the golf course, the partners, and their employees, the County of Orange and agents, against all claims, losses or damages to persons or property. Government charges, fines and cost (including reasonable attorney's fees) arising out of or connected with the event, including but not limited to, the installation, removal, maintenance, occupancy, or use of the premises, or part thereof, by Patron, or any guest, invitee, or agent of Patron, or any independent contractor hired by Patron, except those claims arising out of the negligence or willful misconduct by Mile Square Golf Course

- 13. Authority:** The undersigned officer of Patron represents that he or she has the authority to execute this Agreement of behalf of Patron.

Patrons Signature \_\_\_\_\_ Date \_\_\_\_\_

Catering Managers Signature \_\_\_\_\_ Date \_\_\_\_\_

**DEPOSIT AND SIGNED CONTRACT MUST BE RETURNED TO SECURE EVENT DATE.**

Initial \_\_\_\_\_

**MILE SQUARE GOLF COURSE**

**EVENT CONFIRMATION**

Name of Event: Proposal

Day of the Week: Friday  
 Event Date: November 5, 2010  
 Guest Count: 75 - 100  
 Setup Time: 3:00 PM  
 Arrival Time: 4:00 PM  
 Departure Time: 6:00 PM  
 Service Time: To Be Decided  
 Linen Color: To Be Decided  
 Overlay Color: To Be Decided  
 Napkin Color: To Be Decided  
 Chair Covers: None  
 Centerpieces: Client to Provide  
 # of Tables Tables of 8 or 10

Contact Name: Michelle Ma  
 Contact Email: mma@coastline.edu  
 Contact Phone #: 714-241-6186  
 Type Function: AB  
 Room (s) Reserved: To Be Decided  
 Music Starting: To Be Decided  
 Cider Toast: To Be Decided  
 Cake Cutting: To Be Decided  
 Cake Delivery: To Be Decided  
 Florist Delivery: To Be Decided  
 Additional Items:  
Registration Table  
Podium & Microphone

**\*\*Menu\*\***

*75 Fresh Mozzarella Drizzled with Olive Oil and Stacked with Roma Tomatoes and Fresh Basil*

*75 Sun Dried Tomato Brochette with Gorgonzola Cheese*

*75 Black Olives Wrapped in Prosciutto*

**\$355.50**

*75 New York Cheesecake Drizzled with Caramel and Chocolate Syrup*

**\$3.45 pp ++**

*75 Water & Coffee Station @ \$2.50 pp ++*

Food & Beverage Charges	As Listed Above	Contracted Minimum Spending Requirement
Total Food	Based on Above 614.25	800.00
Bar / Beverage	187.50	
Service Charge - 19% of Food / Beverage	152.33	152.00
Tax - 8.75% of Food & Beverage / Service Charge	83.48	83.30
Subtotal	\$1,037.56	\$1,035.30
<b>Taxable Services</b>		
Bartender Fee / Waitress	100.00	
Additional Hour	-	
Cake Cutting	Waived	
Tax - 8.75%	8.75	
<b>Nontaxable Services / Rentals</b>		
Screen & Projector	none	
Security Service	none	
Podium & Microphone	waived	
Dance Floor	none	
Security / Cleaning Deposit	500.00	500.00
Total Charges	\$1,646.31	\$1,635.30
Receipt No.	Less Total Deposits	
<b>Bal. Due by</b>	<b>TOTAL DUE:</b>	<b>\$1,646.31</b>

Amount Received: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Cash \_\_\_\_\_ Check # \_\_\_\_\_

Acknowledge & Agree: \_\_\_\_\_ Date: \_\_\_\_\_





HYATT REGENCY IRVINE  
17900 JAMBOREE BLVD

IRVINE, CA 92614- US

Telephone: (949) 975-1234

Fax: (949) 225-6769

September 21, 2010

### CATERING CONTRACT

ALL RESERVATIONS AND AGREEMENTS are made upon, and are subject to, the rules and regulations of the Hotel and the following conditions:

Your private function has been booked on a first option tentative basis:

GROUP NAME: COAST COMMUNITY COLLEGE DISTRICT  
(COASTLINE COMMUNITY COLLEGE)  
FUNCTION NAME: PATHWAY TO SUCCESS CONFERENCE  
CONTACT NAME: MARIAM KHOSRAVANI  
ADDRESS: 11460 WARNER AVENUE  
FOUNTAIN VALLEY, CA 92708  
PHONE NUMBER: (714) 241-6159  
FAX NUMBER:

Day	Date	Function	Time	Set Up	# of guests	Room Rental
Sunday	1/30/2011	BREAK OUT	07:00 AM - 05:00 PM	THEATRE	150	\$ 450
Sunday	1/30/2011	BREAK OUT	07:00 AM - 05:00 PM	THEATRE	200	\$ 750
Sunday	1/30/2011	CB/MTG/LUNCH	07:00 AM - 05:00 PM	BANQUET ROUNDS OF 10	350	\$ 0
Sunday	1/30/2011	REGISTRATION	07:00 AM - 05:00 PM	OTHER	350	\$ 0

#### **DEFINITE BOOKING**

Once you sign and return this letter, along with the required non-refundable deposit of \$1,500.00, your reservation will be confirmed and considered a definite booking. This signed contract and non-refundable deposit of \$1,500.00 are due on 10/7/2010.

#### **MINIMUM REVENUE COMMITMENT**

Based on the approximate number of guests set forth above, a minimum of \$12,000.00 in combined banquet food, beverage and meeting room rental will be spent at your function. This minimum does not include guestroom charges, service charges, tax, labor charges, audiovisual, or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guests listed above, we will be happy to advise you on additional alternatives in food and beverage which will bring you back up to the agreed upon minimum revenue figures for your function.

### **CANCELLATION POLICY**

Either the Hotel or Group may cancel this contract without cause at any time prior to the event by paying to the other party liquidated damages (agreed not to constitute a penalty) based on the following scale:

More than six(6) months from arrival date	\$6,750.00
Less than six(6) months to one(1) month from arrival date	\$9,000.00
Less than one(1) month up to arrival date	\$12,000.00

Cancellations made under this provision shall be made by the canceling party to the non-canceling party by written notice and payment of the liquidated damages due at that time.

### **GUARANTEE COUNTS**

In arranging for private functions, the final attendance must be received by the Catering Office no later than 11:00 a.m. three (3) working days prior to the commencement of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. Please provide the guarantees on the following days\*:

<b>Day of Function:</b>	<b>Guarantee due on the preceding:</b>
Saturday, Sunday, or Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Monday
Friday	Tuesday

\*National Holidays are not considered working days and should be taken into consideration when submitting guarantees.

The Hotel will be prepared to serve 3% more than the guaranteed number of attendees and cannot be responsible for service to more than 3 % over the guarantee for groups of up to 1,000 persons. For groups more than 1,000 persons, a maximum of 30 person overset will apply. If the guarantee is raised within the 72 hours, the 3% over set will not apply, and the guarantee then becomes the set.

### **TAXES**

All federal and local taxes / charges which may be imposed or be applicable to this agreement and to the service rendered by the Hotel are in addition to the prices herein agreed upon, and the Customer agrees to pay them.

### **FOOD AND BEVERAGE**

No food and beverage of any kind may be brought into the Hotel by the Customer or any of the Customer's guests or invitees.

Hyatt offers the following types of alcohol beverage service:

\_\_\_\_\_ By the person by the Hour: Price for alcoholic beverages is charged by the per person for the contracted time.

\_\_\_\_\_ Consumption Bar: The price is based on a per drink charge. The number of drinks per bottle is calculated as follows: 27/1.25 oz. Drinks for each liter bottle, 5 Drinks for each wine bottle, and 17/1.5 oz. Drinks for each 750 milliliter cordial bottle.

☒ No Alcohol service will be required.

\*\*\* Please check the desired type of alcohol beverage service required.

**CONTINGENCY**

Performance of the agreement is contingent upon the ability of the Hotel to complete same and is subject to labor, disputes, strikes or picketing, accidents, government (federal, state, local) requisitions, restrictions upon travel, transportation, food, beverage or supplies and other causes, whether enumerated herein or not, which are beyond the control of the Hotel. In no event shall the Hotel be liable for the loss of profit or other similar or dissimilar collateral or consequential damages, whether based on breach of contract, warranty or otherwise. In no event shall the Hotel's liability be in excess of the total amount of the food and beverages contracted heretofore.

**PAYMENT**

Payment will be made by credit card. The estimated charges for this event will be placed on this credit card ten (10) business days prior to arrival.

**SERVICE CHARGE**

A 22% Service Charge and applicable taxes shall be added to all food and beverage.

**LIABILITY**

The Customer agrees to be responsible for any damage done to the function rooms or any other part of the Hotel by the Customer, his guest, invitees, employees, independent contractors or other agents under the Customer's control. The Hotel will not assume or accept any responsibility for damage to or loss of any merchandise or articles left in the hotel prior to, during or following the Customer's function.

**PERMITS/LICENSES**

In the event that the Customer's function requires a permit or license from any governing body, local, state or federal, the Customer is solely responsible for obtaining such license or permit at Customer's expense.

**EVENT ROOM**

The Hotel reserves the right to assign another room for the Customer's functions in the event the room originally designated for such function shall be unavailable or inappropriate, in the Hotel's sole opinion.

**AGREEMENT**

The agreement shall be considered accepted once both parties have signed below. It is our understanding that you are empowered by your organization to make these arrangements. A signature delivered by facsimile or electronic means will be considered binding for both parties.

**PRIVACY POLICY**

Hotel complies with the Global Privacy Policy for Guests which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). Group shall make the guests of Group who stay at the Hotel ("Group's Guest") aware of the Privacy Policy. Group affirms to the Hotel that Group is entitled to disclose the personal information of the Group's Guests to the Hotel, and to receive personal information of the Group's Guests from the Hotel, as is necessary in connection with the Group Guest's stay at the Hotel.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

DIANE M DILLON  
( HYATT REGENCY IRVINE )

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed:

JERRY PATTERSON  
PRESIDENT, GOVERNING BOARD OF  
TRUSTEES  
(COAST COMMUNITY COLLEGE DISTRICT)  
(COASTLINE COMMUNITY COLLEGE)

## **HYATT REGENCY IRVINE HOTEL POLICY AND PROCEDURES**

### **ENTERTAINMENT IN THE TERRACE COURT/GARDEN PAVILION**

Any event that will have music (DJ's, Bands, etc) in the Terrace Court / Garden Pavilion, the following volume levels must be adhered to:

Saturday/Sunday Events: After 11:00PM, all music must be kept below 82 decibels.

Monday-Thursday Events: After 10:00PM, all music must be kept below 82 decibels.

In-House sound System Required for Garden Pavilion:

DJ House Patch Package @ \$250.00/Day

For use in Garden Pavilion and DJ to patch own mixer

Includes:

2 EAW KF300 12" Full-Range Speakers with Stands

Bi-Amp Rack

Set and Strike Labor

**\*All music must be concluded by 12:00AM.**

### **GOLD PASSPORT POINTS**

Client will receive Gold Passport Points when the Event actualizes. This information must be completed in order to receive points:

Gold Passport Holder's Name: \_\_\_\_\_ (PLEASE PREINT)

Gold Passport Account Number: \_\_\_\_\_

For more information on Hyatt's Gold Passport program, please visit [www.goldpassport.hyatt.com](http://www.goldpassport.hyatt.com)

### **ADVERTISING**

Neither the Group nor the Hotel will use the name, trademark, logo, or other proprietary designation of the other party in any advertising or promotional materials without the prior written approval of such party. The Group's requests for any Hotel advertising materials should be directed to the Hotel contact listed on the front page of this contract.

### **AUDIO VISUAL REQUIREMENTS**

Presentation Services is the exclusive on-site audio-visual company to handle your audio-visual requirements. PS is responsible for maintenance and proper use of the Hotel's built-in house system; therefore, PS must review all requirements in advance. PS will provide estimated costs at the time the equipment needs are submitted. Arrangements will be made with third parties for any equipment, which PS cannot directly supply. Any special needs for an outside audio-visual contractor will result in additional charges to Group for security, equipment storage, hook-ups, patches, etc.

Please refer to section entitled "Security" for further information.

### **CHECK-IN/CHECK OUT**

The hotel's check-in time is 3:00PM. Room assignments prior to that time are on a "space availability" basis only. The hotel's checkout time is 12:00 Noon. Any attendees staying in their rooms beyond check-out time without the hotel's authorization will be charged for an additional room night at the best available rate. Late checkout is provided based on availability through authorization from our Front Desk.

### **EARLY DEPARTURE**

All hotel guests are notified at the time of booking their reservation (both over the telephone and by mail confirmation), as well as at check-in, that the Hotel will charge a change fee, which is currently one night's room and tax, if they depart earlier than the date stated on their registration card. This fee will be applied to any attrition.

In housing situations wherein Group is sole communication to Hotel regarding rooming requirements, Group is responsible for communicating all appropriate housing information to its attendees.

### **ELECTRICAL & TELEPHONE REQUIREMENTS**

Installation and usage of electrical services and special telephone lines will be incurred at Group expense. All requirements must be directed in writing to hotel Convention Services Department at least two (2) weeks in advance of the meeting to ensure adequate time for installation orders to be processed.

Exclusively Hyatt Regency Irvine provides electrical services, and no other outside vendors may be contracted to provide electrical service without prior written approval through our on-site Engineering Department.

### **EVENT REQUIREMENTS**

A complete and final menu selection, as well as all function room set-up requirements should be submitted to Hotel at least two weeks prior to the scheduled date of the function.

### **SET UP CHANGES**

If you change the set up of your event within 24 hours of the start time, the hotel will assess the following fees:

0- 20pp	\$100
21-50pp	\$150
51-50pp	\$200
151-300pp	\$750
301-750pp	\$3,000
751 and up	\$3,500

### **FOOD & BEVERAGE**

Hotel Catering Department will require seventy-two (72) hour advance notification of the number of guests attending each function. For functions which occur on Saturday and Sunday, the guarantee for attendance is due the preceding Thursday. For functions which occur on Monday and Tuesday, the guarantee for attendance is due the preceding Friday. All food and beverage prices are subject to state and local taxes, and 22% taxable service charge.

No food and beverage of any kind whatsoever will be permitted to be brought into the Hotel by Group, or any of Group's attendees or invitees for any purposes other than personal and individual consumption in guest rooms.

### **GUEST ROOM CANCELLATION POLICY**

A minimum of 72 hours notice is required for all guestroom cancellations. Any cancellations within this period of time may be subject to a charge of one room night and any applicable taxes.

### **GUEST ROOM HOSPITALITY EVENTS**

Guest rooms and guest suites are the private domain of the registered occupant(s) for the time reserved, and those occupants are entitled to reasonable and normal use therein. In the event of planned group activities in the guest room areas, guests are required to obtain advance Hotel approval and sign a liability waiver. All group food and beverage services must be coordinated through and/or provided by Hotel services. Should such group activities (not coordinated through Hotel) come to the Hotel's attention, Hotel will evaluate group activities for possible charges, and client will be responsible for assistance in such situations.

### **LOSS & DAMAGE**

Hotel will not assume any responsibility for damages or loss of any merchandise or articles left in any area of the Hotel prior to, during or following the Group functions. It is the responsibility of Group to notify attendees that no valuables should be left in function rooms or foyers. Group is responsible for any damage or destruction to the premises during the period of time that the guests, attendees, invitees, employees, or independent contractors hired by Group are under Group's jurisdiction.

### **NO SHOWS**

All no-shows will be billed to the group's master account unless a personal credit card is provided.

## **PARKING**

Management of on-site parking services and facilities is under separate exclusive contract with the hotel. Current self-parking rates are \$15.00 per day for overnight guests, and \$20.00 for valet. Day self-parking is \$9.00 and \$13.00 for valet. Rates are subject to change.

## **PROMOTIONAL MATERIALS**

Nothing should be posted on, nailed, screwed, or otherwise attached to columns, walls, floors or other parts of the building or furniture. Distribution of promotional gummed stickers or labels is strictly prohibited. Anything in connection, therewith, necessary or proper for the protection of the building, equipment, or furniture will be at the expense of the Group. The Hotel requests that all signage be limited to the meeting and exhibit levels, and requires all signage intended for display in public areas of the Hotel to be professionally printed and pre-approved for use by Hotel Catering & Conventions representative.

Any pre-approved banners to be hung will be done so by Hotel Engineering Department at a charge to Group of \$35.00 per banner.

## **SECURITY**

The Group acknowledges the Hotel cannot be responsible for the safekeeping of equipment (i.e., laptop/notebook computers, etc.), supplies, written material or any other items left in function rooms by Group or its attendees. Accordingly, Group acknowledges it will be responsible to provide security for any such abovementioned items and hereby assumes responsibility of loss thereof. Group further agrees to provide attendees with same information in their own advance collateral as a preventative measure. For security options, please contact your Convention Services Representative at least two (2) weeks prior to the event. The Hyatt Regency Irvine will not act as an agent in hiring security and Group acknowledges it will be responsible for contracting directly with outside security services.

## **SHIPPING/PACKAGES AND STORAGE**

Please Limit the delivery of packages or other items to three (3) days prior to your convention or meeting. Please include the following information when addressing your package to the hotel: Hold for Arrival (Date), Attention: Guest Name & Organization. The hotel does not accept liability for equipment, displays or other materials that arrive or fail to arrive at the hotel. The group is responsible for insuring it's property for loss or damage and for the return shipping of all packages. The first five (5) boxes/letters are complimentary; then the following handling fees will apply:

LETTERS..... \$ No Charge

IN COMING PACKAGES..... \$ 5.00 Each Package

OUT-GOING PACKAGES..... \$ 5.00 Each Package

PALETTES..... \$ 150.00 Each

For those items that are held in shipping and receiving for more than three (3) business days, the charge for storage is \$.0.25 per pound. This applies to both incoming and outgoing shipments. Rates are subject to change.

Hotel address: Hyatt Regency Irvine - 17900 Jamboree Road - Irvine, CA 92614 -6288

**\*The Hotel Information is subject to change\***  
Client will be notified accordingly



17900 Jamboree Blvd.  
Irvine, CA 92614

September 21, 2010

Mariam Khosravani  
Coastline Community College  
11460 Warner Ave  
Fountain Valley, Ca 92708

Dear Ms. Khosravani,

I am pleased to confirm the following tentative reservation:

**Sunday, January 30, 2011**  
**COASTLINE COMMUNITY COLLEGE**  
Meeting: 7:00am – 5:00pm  
Continental Breakfast: 7:00am – 8:00am  
Breakout: 7:00am – 5:00pm  
(2) Course Lunch: \$26.38++  
Attendance: Approx. 350ppl  
Minimum Food and Beverage: \$12,000.00++  
Parking: Self @ \$7.00 /Valet @ \$11.00 per car-Both on own

I have enclosed a copy of our Catering Contract, which when signed and returned to this office by October 7, 2010 will serve to confirm the above reservation as definite. The remaining copy of the Catering Contract is for your records.

It will be my personal pleasure to assist you in finalizing all of the details for this event. Please be assured of our complete cooperation in making this a most memorable occasion in the tradition of the Hyatt Regency Irvine.

Sincerely,  
HYATT REGENCY IRVINE

Diane Dillon  
Senior Catering Manager

DD /era

