
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, February 15, 2012
5:00 p.m. Closed Session, 6:30 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))

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

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

Reorganizations:

Associate Dean, Distance Learning & Professional Development
Associate Dean, Institutional Research & Planning
Dean of Enrollment Services

6. Classified Management
Director of Fiscal Services
7. Classified Staff
Athletic Trainer
Child Care Center Supervisor
HR Technician
8. Reclassification and Reorganization/Reassignment
Director, eLearning Application & Web Development
9. Classified Temporary Assignments
Special Assignment
EEO Recruitment Coordinator
Campus HR Analyst
Military Contract Educ Staff Aide
Military Contract Educ Tech III
Staff Assistant, Sr
Instructional Information Tech
Educ & Grant Service Coordinator
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

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

1.04.03 Conference with Legal Counsel: Anticipated Litigation

Potential initiation of litigation pursuant to sub-section "b" of *Government Code* Section 54956.9: Four Cases:

1. Threatened Litigation by Janet Redding
2. Claim by Alpha Mechanical, Inc.
3. Construction delays at Orange Coast College
4. Construction delays at Golden West College

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

Coast Community College Association vs. Coast Community College District
Public Employment Relations Board Case No. LA-CE-5436-E
Damian Rodriguez vs. George Phan et al., Orange County Superior Court Case
No. 30-2011-00445563
Coast Federation of Educators vs. Coast Community College District, Public
Employment Relations Board Case No. LA-CE-5578-E
William Miles vs. Golden West College et al., Orange County Superior Court
Case No. 30-2011-00504551

1.04.05 Conference with Labor Negotiator
(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor of Human Resources

Employee Organizations:

Coast Federation of Classified Employees(CFCE),
Coast Community College Association-California Teachers Association/National
Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT),
Unrepresented Employees: Association of Confidential Employees (ACE),
Unrepresented Employees: Coast District Management Association(CDMA),
Educational Administrators

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

1.06 Pledge of Allegiance - Trustee Jerry Patterson

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session)

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

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1.09 Presentations and Ceremonial Resolutions

1.09.01 Acceptance of Retirements

2.00 Informative Reports

2.01 Report from the Chancellor

2.02 Reports from the Presidents

2.03 Reports from the Presidents of Student Government Organizations

2.04 Reports from the Academic Senate Presidents

2.05 Reports from the Presidents of Employee Representative Groups

2.06 Reports from the Board of Trustees

2.07 Reports from the Board Committees and 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), Association of Community College League (CCLC), and California Community College Trustees (CCCT)

3.03 The Board Directives Log

3.04 Buildings and Grounds Reports

3.05 Reconstituting and Renaming the Hiring Policy Task Force to Officially Function as the District's Equal Employment Opportunity (EEO) Advisory Committee

4.00 Public Hearings

4.01 Public Hearing - Coast Federation of Classified Employees (CFCE) Initial Proposal to Negotiate the Agreement between the CFCE and the Coast Community College District

4.02 Public Hearing - Public Hearing and Adoption of the Coast Community College District's Initial Proposal to Negotiate the Agreement between the Coast Community College District and the Coast Federation of Classified Employees (CFCE)

CONSENT CALENDAR

5.00 Travel

5.01 DIS - Authorization for Administratively Approved Travel

5.02 DIS - Authorization for Attendance at Meetings and/or Conferences

6.00 Curriculum Approval

6.01 DIS - Curriculum Approval

7.00 Authorization for Student Trips

7.01 CCC - Student Trips

7.02 OCC - Student Trips

7.03 GWC - Student Trips

8.00 Authorization for Special Projects

8.01 DIS - Special Projects

- 8.02 CCC - Special Projects**
 - 8.03 OCC - Special Projects**
 - 8.04 GWC - Special Projects**
- 9.00 Authorization for Disposal of Surplus**
 - 9.01 DIS - Disposal of Surplus**
- 10.00 Authorization to Enter into Standard Telecourse Agreements**
 - 10.01 CCC - Standard Telecourse Agreements**
- 11.00 Approval of Clinical Contracts**
 - 11.01 OCC - Clinical Contracts**
 - 11.02 GWC - Clinical Contracts**
- 12.00 Approval of Standard Agreements**
 - 12.01 CCC - Standard Agreements (Scope of Work)**
- 13.00 Authorization for Purchase of Institutional Memberships**
 - 13.01 GWC - Institutional Memberships**
 - 13.02 DIS - Institutional Memberships**
- 14.00 Authorization for Community Activities**
 - 14.01 OCC - Community Activities**
 - 14.02 GWC - Community Activities**
- 15.00 Authorization for Sailing Program**
 - 15.01 OCC - Sailing Program**
- 16.00 Personnel Items**
 - 16.01 DIS - Personnel Items**
 - a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations**
 - b. Authorization for Leaves of Absence**
 - c. Authorization to Amend Contract to Reflect Title Change**
 - d. Authorization for Changes in Salary Schedules**

e. Authorization for Schedule Change, Classified Staff

f. Authorization for Professional Experts

g. Authorization for Monthly Travel Allowances

17.00 Authorization for Independent Contractors

17.01 DIS - Independent Contractors

17.02 GWC - Independent Contractors

17.03 CCC - Independent Contractors

17.04 OCC - Independent Contractors

18.00 Authorization for Professional Development Program

18.01 DIS - Authorization for Professional Development

19.00 Approval of Purchase Orders

19.01 DIS - Purchase Orders

20.00 Ratification/ Approval of Checks

20.01 DIS - Ratification/Approval of Checks

21.00 Check List for General Obligation Bond Fund

21.01 DIS - Check List for General Obligation Fund

DISCUSSION CALENDAR

22.00 Approval of Agreements

22.01 DIS - Approval of Employment Agreement, Associate Dean, Distance Learning and Professional Development, CCC

22.02 DIS - Approval of Employment Agreement, Dean of Enrollment Services, CCC

22.03 OCC - Approve Agreement between the United States Sailing Associations (US SAILING) and the Coast Community College District (OCC School of Sailing and Seamanship) for the Purpose of Expanding On-the-Water Boater Safety Training as a Recognized Powerboat Training Center

22.04 CCC - Approve Amended Agreement between the Boeing Company and the Coast Community College District to Provide Courses and Programs to Boeing Employees

- 22.05 CCC - Authorization to Enter into a Lease Agreement between Pelican Center LP, a California Limited Partnership and Coast Community College District**
 - 22.06 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 a Mesh Metro Ethernet Network**
 - 22.07 DIS - Approval of Employment Agreement, Associate Dean, Institutional Research and Planning, CCC**
- 23.00 General Items of Business**
 - 23.01 DIS - Authorization to Make Payment to Rancho Santiago Community College District for Services Provided by Atkinson, Andelson, Loya, Ruud and Rome (AALRR)**
- 24.00 Resolutions**
 - 24.01 Resolution #12-02 Authorizing Payment to Trustee Absent from Board Meeting**
 - 24.02 Resolution #12-03 Authorizing Payment to Trustee Absent from Board Meeting**
 - 24.03 Resolution #12-04 to Increase Income and Expenditure Budget for 2011-2012**
 - 24.04 Resolution #12-05 Approving September - December 2011 Budget Transfers for 2011-2012**
- 25.00 Approval of Minutes**
 - 25.01 DIS - Approval of Minutes**
- 26.00 Close of Meeting**
 - 26.01 Adjournment**



PRELIMINARY MATTERS
(White Pages)

**Wednesday, February 15, 2012
Regular Meeting**

1. Preliminary Matters

Subject **1.01 - 1.09 Preliminary Matters**
Meeting Feb 15, 2012 - Regular Meeting
Category 1. 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

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

1.06 Pledge of Allegiance - Trustee Jerry Patterson

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session)

1.09 Presentation and Ceremonial Resolutions

1.09.01 Acceptance of Retirements

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

Faculty:

Adelmann, Daniel, OCC, Instructor, retirement effective 5/28/12
Belcher, Mary J., OCC, Instructor, retirement effective 5/28/12
Cucurny, Marius, GWC, Instructor, retirement effective 5/28/12
Farrell, Daniel J., OCC, Instructor, retirement effective 5/28/12
Golden, Jill, OCC, Instructor, retirement effective 5/28/12
Henry, Lorraine, A., OCC, Instructor, retirement effective 5/28/12

Daniel Adelmann

Whereas, Daniel (Dan) Adelmann, Instructor and Counselor of Allied Health and Program Coordinator of Respiratory Care, is retiring after 32 full time years from Orange Coast College effective May 28, 2012; and

Whereas, Dan Adelman has also been the Allied Health Department Chair/IUA for more than 20 years. He began teaching as a Clinical Site Instructor at Orange Coast College in 1977 and secured a full time position in 1980; and

Whereas, Dan Adelman has helped countless thousands of allied health majors clarify and plan for their goals and has personally taught nearly one thousand respiratory therapists over the years; and

Whereas, prior to graduating from Orange Coast College's Respiratory Care program in 1976, Dan Adelman earned a Bachelor of Science degree in Zoology from San Diego State University. He later earned a Master of Arts degree in education from California State University Long Beach in 1983, returning to school to earn a Master of Science degree in Educational Counseling in 1995 from National University.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Dan Adelman on this day, the fifteenth day in February in the year 2012.

Mary Belcher

Whereas, Mary Belcher, Instructor, Early Childhood Education, is retiring from Orange Coast College effective May 28, 2012; and

Whereas, Mary Belcher began teaching at Orange Coast College as a part time faculty member in 1979 and, prior to that, was a preschool teacher at Orange Coast College's Children's Center in 1974 and an instructional associate in 1976. All totaled, Mary Belcher has been with Orange Coast College for thirty-seven years; and

Whereas, Mary Belcher began her teaching career as a preschool master teacher in 1972 in Los Angeles. She has been Orange Coast College's program director for Early Childhood Education since 1991 and has personally touched the lives of thousands of preschool educators during her career; and

Whereas, Mary Belcher graduated in 1971 from East Los Angeles Community College with an Associate degree in Child Development and earned a Bachelor and Master of Arts degree from California State University, Los Angeles in 1973 and 1978 respectively.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Mary Belcher on this day, the fifteenth day in February in the year 2012.

Marius Cucurny

Whereas, Marius Cucurny, Instructor, Spanish, is retiring from Golden West College effective the twenty-eighth day of May 2012; and

Whereas, Marius Cucurny enrolled as a student at Orange Coast College in 1976 in the only solar energy course offered at any college or university in Southern California. He was later hired as an independent contractor to conduct an energy audit at Orange Coast and Golden West Colleges. As a result of this audit,

the District was awarded more than \$500,000 to implement an energy conservation measure; and

Whereas, in 1981 Marius Cucurny began teaching full-time in the solar energy program at Orange Coast College. After completing his Master's degree at Cal State Long Beach, Marius Cucurny began teaching both Spanish and solar energy classes at all three campuses. In 1992 Marius Cucurny began teaching Spanish full-time at Orange Coast College, and from 1992 until 1997 was a lead instructor of study abroad programs in Costa Rica and Spain. In 1998 he and Tom Hersh presented a four year student exchange grant proposal funded by the US Department of Education; this project resulted in the development of a consortium of six partner institutions in France, Portugal, Spain and the USA; and

Whereas, Marius Cucurny began teaching full-time Spanish and part-time Environmental Studies at Golden West College in 2001. He has been active in the World Languages Dept, teaching environmental studies and promoting green energy, and worked to revitalize the Golden West College Environmental Technology Program. He also co-directed two International Student Exchange Grants that were awarded to Golden West College. He also worked to integrate Environmental Studies/Renewable Energy/Green Careers with World Languages and developed partnerships with institutions of higher education in Canada, Mexico and the USA; and

Whereas, retirement plans call for "la tercera vida" – a time to cultivate his family, friends and garden. He plans to learn new languages, play a musical instrument, build with bamboo and continue to pursue his green career through communities elsewhere on the planet. He expresses his gratitude to everyone here who supported and encouraged him throughout the years, and says "hasta pronto" and "adios".

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Marius Cucurny on this day, the fifteenth day of February in the year 2012.

Daniel Farrell

Whereas, Daniel Farrell, Instructor, Allied Health and Clinical Coordinator of Respiratory Care, is retiring from Orange Coast College effective May 28, 2012; and

Whereas, Daniel Farrell began teaching full-time at Orange Coast College in 1980, and is retiring after 32 years; and

Whereas, Daniel Farrell has taught key core courses to countless thousands of allied health majors, hundreds of EMT students with prerequisite courses, and personally taught nearly 1,000 respiratory therapists over the years; and

Whereas, Daniel Farrell graduated from Orange Coast College's Respiratory Care program in 1977 and in 1982 earned a Bachelor of Science degree in Business from the University of Redlands, and a Master of Arts degree in Education from California State University Long Beach in 1985.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Daniel Farrell on this day, the fifteenth day of February in the year 2012.

Jill Golden

Whereas, Jill Golden, Instructor of Food and Nutrition, is retiring after 12 full time years from Orange Coast College effective May 28, 2012; and

Whereas, Jill Golden began teaching at Orange Coast College as a part time faculty member in 1980. She began her teaching career as a High School teacher in 1972 at Long Beach Polytechnic, and was employed as a dietitian for more than 10 years, teaching nutrition at Chapman University and Saddleback College; and

Whereas, Jill Golden has been Orange Coast College's program director for Food Science/Culinology Program and Nutrition Lab and has personally touched the lives of hundreds of nutrition, culinary and culinology majors during her career; and

Whereas, Jill Golden graduated in 1967 from California State University, San Jose, with a Bachelor of Science degree in Home Economics with an emphasis in Dietetics, and did an internship with the Veterans Administration Hospital, Los Angeles, in 1968. She later earned a Master of Science degree in Food Science and Nutrition from California State University Long Beach, in 1989.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Jill Golden on this day, the fifteenth day in February in the year 2012.

Lorraine Henry

Whereas, Lorraine Henry, Instructor of Allied Health and Clinical Coordinator of Radiologic Technology, is retiring from Orange Coast College after 27 full time years effective May 28, 2012; and

Whereas, Lorraine Henry began teaching at Orange Coast College as a part time faculty member in 1979 until obtaining a full-time position in 1985. From 1988-1992, Lorraine Henry was the Radiologic Technology Program Director and since 1992 has served as the program's clinical coordinator. She has personally taught approximately one thousand Radiologic Technologists over the years; and

Whereas, Lorraine Henry graduated from a hospital based Radiologic Technology program at Memorial Medical Center in Long Beach in 1968 and in 1971 earned an Associate of Science degree from Long Beach City College. She worked as a Radiologic Technologist for 17 years before becoming a full-time faculty member; and

Whereas, Lorraine Henry earned a Bachelor of Vocational Education degree from California State University Long Beach in 1978, and then returned to school to earn a Master of Arts Degree in Education from California State University Long Beach in 1993.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Lorraine Henry on this day, the fifteenth day of February in the year 2012.



GENERAL INFORMATION AND REPORTS
(White Pages)

2. Informative Reports

Subject **2.01 - 2.07 Informative Reports**
Meeting Feb 15, 2012 - Regular Meeting
Category 2. Informative Reports
Access Public
Type Informative Reports

2.01 Report from the Chancellor

Dr. Andrew Jones

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

Tarez Henderson, Coastline Community College
Dale Lendrum, Golden West College
Catherine Tran, Orange Coast College

2.04 Reports from the Academic Senate Presidents

Margaret Lovig, 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 Oja, Association of Confidential Employees (ACE)
Vince Rodriguez, Coast District Management Association (CDMA)

2.06 Reports from the Board of Trustees

Trustee Jim Moreno, Board President
Trustee Mary Hornbuckle, Board Vice President
Trustee Dr. Lorraine Prinsky, Board Clerk
Trustee Jerry Patterson
Trustee David A. Grant
Student Trustee Joe Venegas III

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

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

Land Development Committee Meeting, February 16, 2012 at 10:00 a.m., Board of Trustees' Conference Room

Personnel Committee Meeting, February 23, 2012 at 1:30 p.m., Board of Trustees' Conference Room

Audit and Budget Committee Meeting, March 13, 2012 at 3:30 p.m., Board of Trustees' Conference Room

Personnel Committee Meeting, April 10, 2012 at 2:00 p.m., Board of Trustees' Conference Room

Accreditation Committee Meeting, April 17, 2012 at 3:30 p.m., Board of Trustees' Conference Room

3. Matters for Review, Discussion and/or Action

Subject	3.01 - 3.04 Matters for Review, Discussion and/or Action
Meeting	Feb 15, 2012 - Regular Meeting
Category	3. Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action
Human	

3.01 Board Meeting Dates

March 7, 2012 - Regular Meeting
March 21, 2012 - Regular Meeting/Study Session
April 4, 2012 - Regular Meeting
April 18, 2012 - Service Awards Meeting
May 2, 2012 - Regular Meeting
May 16, 2012 - Regular Meeting
June 20, 2012 - Regular Meeting also including a Budget Study Session
July 18, 2012 - Regular Meeting
August 1, 2012 - Regular Meeting/Study Session
August 15, 2012 - Regular Meeting
September 5, 2012 - Regular Meeting also including Final Budget Adoption
September 19, 2012 - Regular Meeting
October 3, 2012 - Regular Meeting
October 17, 2012 - Regular Meeting/Study Session
November 7, 2012 - Regular Meeting
November 21, 2012 - Regular Meeting
December 12, 2012 - 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)

March 29 - 31, 2012, New York, NY, ACCT Governance Leadership Institute
April 13, 2012, Sacramento, CA, CCCT Board Meeting
April 21-24, 2012, Orlando, FL, AACC Annual Convention
May 4-6, 2012, San Diego, CA, CCLC Annual Trustees' Conference
June 15-16, 2012, Sacramento, CA CCCT Board Meeting
November 15-17, 2012, Los Angeles, CA, CCLC Annual Convention & Partner Conferences

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 Buildings and Grounds Reports

Coastline College Newport Beach Learning Center

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

Project Status: The installation of concrete, mechanical, electrical, and plumbing continues to progress. Currently, the north building is forming and pouring 3rd floor concrete walls, while the south building is working to complete 2nd floor walls and columns. In addition, interior wall framing has begun on the first floor. The project team is in the process of finalizing specifications and advertising casework, low voltage (data/security), furniture, and equipment bids which will be recommended to the Board at future meetings.

3.05 Reconstituting and Renaming the Hiring Policy Task Force to Officially Function as the District's Equal Employment Opportunity (EEO) Advisory Committee

During the Spring of 2009, the Board of Trustees and the Chancellor assigned the task of preparing and presenting hiring Policies for Board consideration and adoption to the Chancellor's Hiring Policy Task Force. Implicit in the charge to the Task Force was ensuring that hiring policies and accompanying procedures were compliant with regulations relating to Equal Employment Opportunity ("EEO"). Toward that end, the Task Force received EEO training during its first meeting, and has operated within the EEO framework in recommending Board Policies and procedures.

In accordance with Title 5, § 53005, Districts are required to have an EEO Advisory Committee for the development and implementation of an effective District-wide Equal Employment Opportunity Plan. Given the broad-based representation of the current hiring task force, the training received, and the nature of the Policies and procedures proposed by the existing Task Force, the Chancellor has determined that the existing membership of the Task Force is best equipped to immediately serve as the EEO Advisory Committee to develop and present an EEO Plan. One substitution will be made by the Chancellor so that the Manager of Recruitment can be added to play an integral role in assisting the Advisory Committee with the development of the EEO Plan. The EEO Advisory Committee membership will be as follows:

Chair:

Deborah Hirsh, Vice Chancellor of Human Resources

Members:

Sheryl Area, Classified Council Representative, OCC
Angela Bell, Classified Council Representative, DIST
Gregg Carr, Academic Senate Representative, GWC
Crystal Crane, President's Representative, GWC
Kevin Donahue, Classified Council Representative, CCC
Stephanie Dumont, Coast Federation of Educators' (CFE) Representative
Laury Francis, President's Representative, OCC
Nancy Hill, Confidentials' Representative
Vesna Marcina, Academic Senate Representative, OCC
Gina Merrigan, Classified Council Representative, GWC
Ann Nicholson, Coast Federation of Classified Employees'(CFCE) Representative
Shannon O'Connor, Chancellor's Representative
Barbara Price, Coast Community College Association (CCA) Representative

Vince Rodriguez, Coast District Management Association Representative
Cheryl Stewart, Academic Senate Representative, CCC

File Attachments

[2-15-12 Meeting.pdf \(68 KB\)](#)

4. Public Hearings

Subject	4.01 Public Hearing - Coast Federation of Classified Employees (CFCE) Initial Proposal to Negotiate the Agreement between the CFCE and the Coast Community College District
Meeting	Feb 15, 2012 - Regular Meeting
Category	4. Public Hearings
Access	Public
Type	Public Hearings

It is recommended by the Chancellor and the Vice Chancellor of Human Resources that the Board of Trustees, in compliance with the necessary Public Employee Relations Board legal procedures, provide an opportunity for any public comment on the initial proposal made by the CFCE on February 1, 2012 to negotiate the Agreement between the CFCE and the Coast Community College District. The initial proposal is attached to each Trustee's Agenda (See Attachment #1) and is available in the District Office of Human Resources.

File Attachments

[Attachment - CFCE Initial Proposal.pdf \(77 KB\)](#)

Subject **4.02 Public Hearing and Adoption of the Coast Community College District's Initial Proposal to Negotiate the Agreement between the Coast Community College District and the Coast Federation of Classified Employees (CFCE)**

Meeting Feb 15, 2012 - Regular Meeting

Category 4. Public Hearings

Access Public

Type Public Hearings

Public Hearing and Adoption of the Coast Community College District's Initial Proposal to Negotiate the Agreement between the Coast Community College District and the Coast Federation of Classified Employees (CFCE)

Against a challenging fiscal backdrop, the District and its constituent groups have expended considerable effort in visioning for the future culminating in the publication of the Coast Community Colleges Vision 2020. With higher education in the United States at a critical crossroads in which the direction chosen now will determine the future relevancy of our institutions, the District's primary focus entering this new round of negotiations must be on how Collective Bargaining Agreements maximize student access to instructors, student achievement, and paving the way for a 60% completion rate of students by 2014. To that end, the District will be focused on negotiating contract revisions that will aid the District in attracting, developing, and retaining engaged faculty and staff who have the appropriate skills and knowledge for the 21st Century.

In September 2011, the Coast Colleges' Board of Trustees unanimously approved labor negotiation interests of the Board. The interests are as follows:

- Increase student completion to at least 60% by 2014*
- Equip faculty and staff through professional development with the 21st Century skills and knowledge needed to maximize student success
- Increase and optimize student access to the Colleges, their instructors, and staff
- Develop a more engaging College experience for students, faculty, and staff
- Reorganize creatively for efficiency while increasing effectiveness to free up resources to invest in student success initiatives
- Be programmatically and fiscally responsible, and balance the budget, to include transfers and reductions as necessary
- Develop, implement and maintain long-term, sustainable budgetary solutions
- Contain benefits costs to include forming a joint bargaining table for benefits
- Reduce the annual draw on the General Fund for retiree benefits
- Negotiate equitable financial solutions with all employee groups
- Align ongoing expense obligations with ongoing sources of revenue in support of the Coast Community Colleges Vision 2020 Master Plan
- Maintain a prudent reserve with a minimum goal of 7%
- Clarify the role of the unions within the context of governance

With the goals of Vision 2020 as a platform and Interest Based Bargaining as a framework, we are confident that much progress can be made in attaining joint interests at the bargaining table this year. Specific articles in the District's initial proposal are specified in Attachment #2.

* This is an aspirational goal for which the District will develop an operational definition of the word,

"completion" through the shared governance process aligning with state and federal guidelines.

It is recommended by the Chancellor and the Vice Chancellor of Human Resources that the Board of Trustees, in compliance with the necessary PERB legal procedures, provide an opportunity for any public comment on the initial proposal made by the Coast Community College District on February 1, 2012 to negotiate the Agreement between the Coast community college District and the Coast Federation of Classified Employees (CFCE). It is further recommended that the Board adopt the initial proposal. The initial proposal is attached to each Trustee's Agenda (See Attachment #2) and is available in the District Human Resources Office.

File Attachments

[Attachment - District's Initial Proposal for CFCE Neg.pdf \(126 KB\)](#)



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.

5. Travel

Subject	5.01 DIS - Authorization for Administratively Approved Travel
Meeting	Feb 15, 2012 - Regular Meeting
Category	5. Travel
Access	Public
Type	Consent

These items are listed for Board ratification, having been previously approved by the Chancellor due to extreme hardship or substantial impairment to the District, pursuant to Board Policy 6972.

None.

Subject	5.02 DIS - Authorization for Attendance at Meetings and/or Conferences
Meeting	Feb 15, 2012 - Regular Meeting
Category	5. Travel
Access	Public
Type	Consent

(1) Meetings for the Board of Trustees

None

(2) Meetings for Faculty and Staff

Roberta S Adler, Hourly Instructor (CCC), to attend the Western Region Conference, American Music Therapy Association, March 22-24, 2012, Salt Lake City, UT, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Eduardo J Arismendi-Pardi, Instructor (OCC), to attend the Advocacy & Policy Conference, March 3 - 5, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring agency and/or personal funds.

Jennifer N Bailly, Hourly Instructor (CCC), to attend the eLearning Conference, February 19, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from CCA Conference Funds.

Frank A Baker, Instructor (GWC), to attend the A Day of Teaching and Learning Workshop, March 8-10, 2012, Las Vegas, NV, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

Deborah L Bales, Supervisor, College Promotions (GWC), to attend the National Association of Broadcasters Conference 2012, April 13-20, 2012, Las Vegas, NV, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

William B Barber, Instructor (OCC), to attend the American Culinary Federation Western Regional Convention, March 9 - 15, 2012, Reno, NV, without loss of salary, with reimbursement for allowable expenses of \$6,000, including a registration fee of \$250, to be paid from Associated Students Ancillary Funds.

Susan M Bierlich, Director, Child Care Center (OCC), to attend the California Child Development Administrators Association 69th Annual Conference, February 27 - 28, 2012, Newport Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$275, including a registration fee of \$235, to be paid from Children's Center Foundation Ancillary Funds.

Susan M Bierlich, Director, Child Care Center (OCC), to attend the California Association for the Education of Young Children Leadership Day, March 15, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$175, including a registration fee of \$175, to be paid from Children's Center Foundation Ancillary Funds.

Jamie M Blair, Instructor (OCC), to attend the Academic Academy, February 24 - 25, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including a registration fee of \$320, to be paid from Academic Senate Professional Development General Funds.

Johns W Bryan, President (GWC), to attend the ACCCA-PAC Dinner and Meeting, March 5-6, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from President's Discretionary Budget.

Johns W Bryan, President (GWC), to attend the American Council on Education's 94th Annual Meeting, March 10-13, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$829, to be paid from President's Discretionary Budget.

Marta R Cabral, Counselor (OCC), to attend the Extended Opportunity Programs & Services Statewide Technical Assistance Training, March 11 - 13, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$125, travel by Air Coach, to be paid from EOPS Categorical funds.

Warren S Carter, Instructor (GWC), to attend the Broadcast Education Association (BEA) - We Teach It Conference, April 13-19, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,600, including a registration fee of \$175, travel by Air Coach, to be paid from FT IPD AFT Conference Funds, VP IPD Conference funds.

Warren S Carter, Instructor (GWC), to attend the National Association of Broadcasters (NAB) Show - Where Content Comes to Life, April 13-19, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,325, including a registration fee of \$1,325, to be paid from VTEA/Perkins funds.

Wendy L Clark, Mil/Cont Ed Tech Int (CCC), to attend the Council of College and Military Educators 2012 Annual Symposium, February 12-17, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$2,200, including a registration fee of \$350, travel by Air Coach, to be paid from Military Contract Education ancillary funds. The reason for this revision is change extend return date to 2/17/12. Revision does not change reimbursement requested.

Daniel C Cuevas, Pantry Cook/Tchg Ast (OCC), to attend the Food Protection Manager Certification, April 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$175, including a registration fee of \$175, to be paid from Instructional Food Service Ancillary Funds.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the Texas Community College Teachers Association, February 29-March 4, 2012, Frisco, TX, without loss of salary, with reimbursement for allowable expenses of \$1050, including travel by Air Coach, to be paid from ISD Ancillary Funds.

Robert G Dalrymple, Marine Progrm Facltr (OCC), to attend the University of California, San Diego, Scrimmage - Men's Crew, February 17 - 18, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Men's Crew Ancillary Funds, to be reimbursed for lodging due to late night and early morning meetings.

Robert G Dalrymple, Marine Progrm Facltr (OCC), to attend the University of California, Los Angeles Scrimmage for Men's Crew Team, March 2 - 3, 2012, Marina del Rey, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Men's Crew Ancillary Funds, to be reimbursed for lodging due to late night and early morning meetings.

Robert G Dalrymple, Marine Progrm Facltr (OCC), to attend the University of California, Los Angeles - Dual Race - Men's Crew, March 23 - 24, 2012, Marina del Rey, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Men's Crew Ancillary Funds, to be reimbursed for lodging due to late night and early morning meetings.

Robert G Dalrymple, Marine Progm Facltr (OCC), to attend the San Diego Crew Classic, March 29 - April 2, 2012, Mission Bay, CA, without loss of salary, with reimbursement for allowable expenses of \$150, to be paid from Men's Crew Ancillary Funds, to be reimbursed for lodging due to late night and early morning meetings.

Robert G Dalrymple, Marine Progm Facltr (OCC), to attend the Stanford Invite, April 13 - 16, 2012, Redwood City, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Men's Crew Ancillary Funds.

Robert G Dalrymple, Marine Progm Facltr (OCC), to attend the California State University, San Diego; University of California, San Diego; University of San Diego - Scrimmage, Women's Crew, February 25, 2012, Mission Bay, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Women's Crew Ancillary Funds.

Mario G Dimas, Hrly/Temp Clerical (OCC), to attend the Extended Opportunity Programs & Services/CARE Statewide Technical Assistance Training, March 11 - 13, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$150, travel by Air Coach, to be paid from EOPS Categorical funds.

Betty L Disney, Professional Expert (CCC), to attend the Education Bound United States (EBUS) Xiang Jaing High School Site Visit, March 12-21, 2012, Guangzhou, China without loss of salary, with reimbursement for allowable expenses of \$2,500, including travel by Air Coach, to be paid from Contract Education Ancillary Funds. The reason for this revision is to change travel dates at the request of Xiang Jaing High School. The change does not affect the reimbursement amount.

Hilda Friend, EOPS/Care Specialist (GWC), to attend the Chancellor's Office-EOPS Association EOPS/CARE Technical Assistance Training, March 12-13, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$650, including a registration fee of \$125, travel by Air Coach, to be paid from EOPS/CARE funds.

Deborah G Goldstick, Instructor (GWC), to attend the National Student Nurses Association (NSNA) Convention, April 10-15, 2012, Pittsburgh, PA, without loss of salary, with reimbursement for allowable expenses of \$950, including a registration fee of \$115, travel by Air Coach, to be paid from GWC CNSA funds.

Joycelyn M Groot, Dean Mil/Corp & Comm Pro (CCC), to attend the Education Bound United States (EBUS) Xiang Jaing High School Site Visit, March 12-21, 2012, Guangzhou, China without loss of salary, with reimbursement for allowable expenses of \$2,200, including travel by Air Coach, to be paid from Contract Education Ancillary Funds. The reason for this revision is to change travel dates at the request of Xiang Jaing High School. The change does not affect the reimbursement amount.

John P Hanna, Sys/Netwrk Anlst II (GWC), to attend the National Association of Broadcasters Conference 2012, April 15-19, 2012, Las Vegas, NV, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Deborah C Henry, Hourly Instructor (CCC), to attend the Council of State Neurosurgical Societies Spring Meeting 2012, April 12-14, 2012, Miami Beach, FL, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Jacqueline Hills-Williams, Instructor/Coord (GWC), to attend the California Organization of Associate Degree Nursing Directors (COADN) Meeting, February 29-March 2, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$200, travel by Air Coach, to be paid from Nursing Projects Foundation funds.

Ian D Jennings, Hrly/Temp Tech (OCC), to attend the USA Track and Field Coaching Education, February 18, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$125, including a registration fee of \$125, to be paid from Cross Country Ancillary Funds.

Daniel R Johnson, Hourly Instructor (GWC), to attend the Computer-Using Educators (CUE) Conference, March 14-17, 2012, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$295, to be paid from Part Time Faculty CCA Funds.

Daniel R Johnson, Hourly Instructor (GWC), to attend the Workshop - Getting to Know Your IPAD in Education, March 16, 2012, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$700, to be paid from Part Time Faculty CCA Funds.

John A Knox, Instructor (OCC), to attend the USA Track and Field Coaching Education, February 18 - 19, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$125, including a registration fee of \$125, to be paid from Cross Country Ancillary Funds.

Raya D Lopez, Web M/M Programmer (OCC), to attend the SharePoint Technology Conference, February 26 - 29, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,431, including a registration fee of \$795, travel by Air Coach, to be paid from Classified Professional Development Funds, IT Conference General Funds.

Anthony Maciel, Senior Dir., College Info Tech (CCC), to attend the Chief Information Services Officers Association Secure Information Technology Conference, March 19-20, 2012, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$790, including a registration fee of \$345, to be paid from Coastline Technology funds.

Anthony Maciel, Senior Dir., College Info Tech (CCC), to attend the Sungard Summit 2012, March 26-29, 2012, Las Vegas, CA, without loss of salary, with reimbursement for allowable expenses of \$2,540, including a registration fee of \$1,125, travel by Air Coach, to be paid from Coastline Technology funds.

Earnest G Marchbank, Counselor (GWC), to attend the Chancellor's Office-EOPS Association EOPS/CARE Technical Assistance Training, March 11-14, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$650, including a registration fee of \$125, travel by Air Coach, to be paid from EOPS/CARE funds.

Fabienne McPhail Naples, Vice President (GWC), to attend the ACCCA Conference 2012, February 22-24, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$505, including a registration fee of \$395, to be paid from CDMA Professional and Staff Development Funds.

Barbara A Miyadi, Instructor (GWC), to attend the California Organization of Associate Degree Nursing Spring Conference, February 29-March 2, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$200, travel by Air Coach, to be paid from Nursing Projects Foundation funds.

Carisa L Montooth, Staff Aide (OCC), to attend the Supporting Students with Mental Health Challenges, April 16 - 18, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$300, to be paid from President's Ancillary Funds, to be reimbursed for lodging due to late night/early morning meetings.

Michael G Morvice, Staff Asst Sr (OCC), to attend the National Association of Student Personnel Administrators Annual Pre-Conference & Conference, March 9 - 14, 2012, Phoenix, AZ, without loss of salary,

with reimbursement for allowable expenses of \$1,000, including a registration fee of \$515, to be paid from Classified Professional Development General Funds.

Kathryn L Mueller, Dean (OCC), to attend the National Association of Student Personnel Administrators Annual Conference, March 9 - 15, 2012, Phoenix, AZ, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

Marco A Ochoa, Instructor (OCC), to attend the USA Track & Field Coaching Education Level 1 School, February 18 - 19, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$125, including a registration fee of \$125, to be paid from Physical Education Ancillary Funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the California Community College Association for Occupational Education Spring 2012 Conference, March 21-23, 2012, Millbrae, CA, without loss of salary, with reimbursement for allowable expenses of \$1,250, including a registration fee of \$395, travel by Air Coach, to be paid from EWD Grant/RHORC.

Katherine M Ozbirn, Hourly Instructor (CCC), to attend the eLearning Conference, February 19, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from PDI Conference and Workshop Funds.

Martha M Parham, Dist Dir Mark & Pub (CCCD), to attend the Association of California Community College Administrators Annual Conference, February 22 & 24, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Public Information Management Conference Funds.

Daniel S Pittaway, Instructor (CCC), to attend the National Association for Developmental Education 2012, February 22-25, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$375, travel by Air Coach, to be paid from Basic Skills Grant funds.

Omid A Pourzanjani, Dean (GWC), to attend the ACCCA-PAC Dinner and Meeting, March 5-6, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Colleen D Rymas, Insur Claims Special (CCCD), to attend the Statewide Association of Community Colleges (SWACC) Underwriting Committee Meeting, March 23, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Risk Services CFCE Conference Funds.

Michelle Y Sambrano, Counselor (GWC), to attend the Chancellor's Office-EOPS Association EOPS/CARE Technical Assistance Training, March 12-13, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$650, including a registration fee of \$125, travel by Air Coach, to be paid from EOPS/CARE funds.

Mette H Segerblom, Sailing Program Cord (OCC), to attend the Spring Boating Directors' Meeting, March 12 - 14, 2012, Berkeley, CA, without loss of salary, with reimbursement for allowable expenses of \$1,050, including travel by Air Coach, rental car and insurance, to be paid from Sailing Center Ancillary.

Thomas M Selzer, Gen Mgr Food Service (OCC), to attend the National Association of College & University Food Services Pacific Regional Conference, March 25 - 28, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$2000, including a registration fee of \$275, to be paid from Cafeteria Ancillary Funds, CDMA Professional and Staff Development General Funds.

Vida Shajie, Counselor (OCC), to attend the Extended Opportunity Programs & Services/CARE Statewide

Technical Assistance Training, March 11 - 13, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$125, travel by Air Coach, to be paid from EOPS Categorical funds.

Michael R Taylor, Instructor (OCC), to attend the California Community College Football Association, March 1 - 3, 2012, Visalia, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal funds.

Christian B Teeter, Secretary to Board of Trustees (DIST), to attend the Community College League of California (CCLC) Annual Legislative Conference, January 28-30, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$395, travel by Air Coach, rental car and insurance, to be paid from District Conference Funds. The reason for this revision is to include the car rental expense.

Angelyn Q Tran, EOPS/Care Acctg Technician tmp (GWC), to attend the Chancellor's Office-EOPS Association EOPS/CARE Technical Assistance Training, March 12-13, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$650, including a registration fee of \$125, travel by Air Coach, to be paid from EOPS/CARE funds.

Toan Q Tran, MM Analyst/Programmer/Producer (CCC), to attend the eLearning 2012 Conference, February 18-21, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$250, to be paid from ISD Ancillary Funds.

Renah Wolzinger, Hourly Instructor (GWC), to attend the Apple-Final Cut Pro X Level 1 Training/Recertification, November 20, 2011, Cupertino, CA, without loss of salary, with reimbursement for allowable expenses of \$350, to be paid from Academic Computing Training Funds. This request is being submitted after the fact because recertification classes weren't offered until later in the year and the window was so small, there was not enough time to get prior Board approval. This certification is required to keep GWC's Digital Media G160 (DM G160) course "Apple" certified.

Renah Wolzinger, Hourly Instructor (GWC), to attend the California Community College Association for Occupational Education Conference, March 21-23, 2012, Millbrae, CA, without loss of salary, with reimbursement for allowable expenses of \$991, including a registration fee of \$395, travel by Air Coach, to be paid from VTEA/Perkins funds.

Sylvia L Worden, Assoc Dean/Director St Hlth Ct (OCC), to attend the Supporting Students with Mental Health Challenges, April 16 - 18, 2012, San Diego, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by Sponsoring Organization.

6. Curriculum Approval

Subject **6.01 DIS - Curriculum Approval**
Meeting Feb 15, 2012 - Regular Meeting
Category 6. Curriculum Approval
Access Public
Type Consent

Approval of Programs/Options/Revisions/Retirements/Suspensions/Reinstatements

File Attachments

[Curriculum.docx \(25 KB\)](#)

Approval of Programs/Options/Revisions/Retirements/Suspensions/Reinstatements

Approval of New Program/Options:

The Coastline Community College Curriculum Committee, with concurrence of the College President and the Chancellor, recommend the following new program/options be approved for approval as transfer degrees:

Coastline Community College

Effective Spring 2012

**Mobile Applications
Certificate of Accomplishment**

This certificate provides students with a foundation in the development of phone and tablet mobile applications. The curriculum emphasizes the basics of mobile application design and development using Operating Systems such as Apple and Android OS. The certificate also focuses on an understanding of entrepreneurship and business operations. Students will learn the 'development side' of application creation and marketing of applications.

BC C116	Introduction to Mobile Applications	3.0 units
BC C117	Mobile Application Development	3.0 units
BC C171	WEB Design/XHTML	3.0 units
BUS C222	Entrepreneurship and Small Business Organization and Management	3.0 units
Total Units Required:		12.0 units

7. Authorization for Student Trips

Subject **7.01 CCC - Student Trips**
Meeting **Feb 15, 2012 - Regular Meeting**
Category **7. 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: March in March Student Rally

Location: Sacramento

Dates: March 4, 2012

Department: Associated Student Government

Cost/purpose/funding source: \$4,000; ASG funds

Transportation: Charter Bus

Subject **7.02 OCC - Student Trips**
Meeting Feb 15, 2012 - Regular Meeting
Category 7. 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.

American Culinary Federation Western Regional Convention

Location: Reno, NV

Dates: March 9th- March 15th 2012

Department: OCC - CHS/Culinary Arts

Cost/Purpose/Funding: Total amount of \$6,000 for registration; meals, lodging, supplies and miscellaneous expenses; to be paid from ASOCC funds. Compete in student Western Regional Championship cooking competition.

Transportation: District

March in March

Location: Sacramento, CA

Dates: March 4 - 5, 2012

Department: OCC- ASOCC

Cost/Purpose/Funding: \$5,000 for ground transportation, lodging, meals, parking and miscellaneous expenses from ASOCC funds.

Transportation: District

Lobby Day

Location: Sacramento, CA

Dates: March 20, 2012

Department: OCC- ASOCC

Cost/Purpose/Funding: \$5,000 for airfare, ground transportation, meals, parking and miscellaneous expenses from ASOCC funds.

Transportation: District

Student Senate for California Community Colleges General Assembly

Location: Ontario, CA

Dates: April 27- 29, 2012

Department: OCC- ASOCC

Cost/Purpose/Funding: \$6,000 for registration, ground transportation, lodging, meals, parking and miscellaneous expenses from ASOCC funds.

Transportation: District and personal vehicles

Subject **7.03 GWC - Student Trips**
Meeting Feb 15, 2012 - Regular Meeting
Category 7. 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.

Puente Program UC Riverside and Cal Poly Pomona Campus Tours

Location: UC Riverside and Cal Poly Pomona

Date(s): February 17, 2012

Department: Counseling – Puente Program

Cost/purpose/funding source: No cost to College

Statewide March in March Rally

Location: Sacramento, California

Date(s): March 4-5, 2012

Department: Student Activities

Cost/purpose/funding source: \$2,000 for meals, lodging, supplies, and miscellaneous costs from Associated Students funds.

Softball Team Television Audience Fundraisers

Location: In and near Hollywood, CA

Date(s): February 16 - May 31, 2012

Department: PE/Athletics

Cost/purpose/funding source: No cost to the college. Money raised varies per show/event.

Disaster Preparedness Expo 2012

Location: Huntington Beach Library

Date(s): March 17, 2012

Department: Student Activities

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

8. Authorization for Special Projects

Subject	8.01 DIS - Special Projects
Meeting	Feb 15, 2012 - Regular Meeting
Category	8. Authorization for Special Projects
Access	Public
Type	Consent

Special Project: Two-day Chancellor's Retreat with College Presidents to focus on the continuing improvement of communication and collaboration within the District

Date: February 28-29, 2012

Location: OCC Sailing Center

Department: Chancellor's Office

Purpose: District/College Planning, 2011-2012

Cost/Purpose/Funding Source: \$300 for food and supplies from District Funds

Subject **8.02 CCC - Special Projects**
Meeting Feb 15, 2012 - Regular Meeting
Category 8. Authorization for Special Projects
Access Public
Type Consent

Emergency Management Advisory Meeting

Date: March 12, 2012; 11:00a.m. – 2:00p.m.

Location: Garden Grove Center

Department: Emergency Management

Purpose: Development and implementation of the Emergency Management program.

Cost/purpose/funding source: No Cost to the District

Military Outreach Program Independent Contractor Training Meeting

Date: April 15-18, 2012

Location: Coastline College and the Hanford Hotel, Costa Mesa.

Department: Military/Contract Education

Purpose: Training for the Military Program Site Representatives.

Cost/Purpose: \$40,000 for expenses related to orientation and training for this three-day meeting for contracted personnel.

Funding Source: Contract Education ancillary funds

Central County Health Expo Community Event

Date: March 24, 2012, 9:00 a.m. – 4:00 p.m.

Location: Garden Grove Center parking lot plus two interior classrooms.

Department: Marketing, PR, and Governmental Affairs

Purpose: Community event co-sponsored with Orange County Supervisor Janet Nguyen's Office.

Cost/purpose/funding source: \$340/College funds, \$770/ in-kind contribution (value of lot and classroom space).

eLearning 2012 Pre-Conference Workshops

Date: February 18, 2012

Location: Garden Grove Center

Department: Instructional Systems Development

Purpose: Provide transportation to eLearning 2012 conference participants from the Long Beach Westin Hotel to Coastline's Garden Grove Center and return.

Cost/purpose/funding source: \$530 for transportation paid from ISD ancillary funds.

Coastline's 36th Annual Commencement

Date: May 12, 2012, 12 p.m. to 5 p.m.

Location: Don Wash Auditorium, Garden Grove High School

Department: Student Services

Purpose: Honor graduating class of 2012

Cost/purpose/funding source: \$3,000/College and Contract Education ancillary funds

Coastline Career Exploration Fair

Date: April 5, 2012, 10:00 a.m. – 2:00 p.m.

Location: Garden Grove Center exterior area and Room 122

Department: Marketing, PR, and Governmental Affairs
Purpose: Community event
Cost/purpose/funding source: No cost to College or District

Veterans Resource Center Grand Opening

Date: March 9, 2012, 1:30 p.m. – 4:00 p.m.

Location: College Center

Department: Military/Contract Education

Purpose: Grand Opening

Cost/Purpose: \$200/Materials and Refreshments

Funding Source: Contract Education ancillary funds

Seaport Reception at the eLearning Conference

Date: February 12, 2012

Location: Westin Long Beach

Department: ISD

Purpose: To introduce Seaport 3, Coastline's unique learning management system, and to promote its use among colleges and universities that are advanced in distance learning. A select group of distance learning administrators from colleges and universities throughout the United States who are also attending the eLearning Conference will be invited to preview the characteristics and features of the new Seaport 3 learning management system.

Cost/purpose/funding source: \$3,500/ISD ancillary funds

Subject 8.03 OCC - Special Projects
Meeting Feb 15, 2012 - Regular Meeting
Category 8. Authorization for Special Projects
Access Public
Type Consent

Junior Chamber Musicians

Date: March 6, 2012

Department: Visual and Performing Arts/ Music

Purpose: Student and Community Outreach

Cost/Purpose/Funding Total: Cost \$100. Expenses to be paid from ASOCC, ancillary funds and foundation funds. Free Admission.

Friday Night Art Flicks

Date: March 9, 2012 and April 27, 2012

Department: Visual and Performing Arts/ Art History

Purpose: Enrichment and Extra- Credit Opportunity. Viewing and Discussion open to OCC Students and community, moderated by instructors Irini Rickerson and Dana Doyle

Cost/Purpose/Funding Source: No cost to the college

Health Fair

Date: March 13, 2012

Department: OCC Student Health Center and ASOCC Doctors of Tomorrow Club

Purpose: This program will provide participants with thought-provoking information on drunk driving, underage drinking, and binge drinking prior to spring break. Other health and safety information will include sexually transmitted infections, contraception, general health topics, and volunteer activities, particularly in the health field.

Cost/Purpose/Funding Source: total amount of \$4000 to be paid from OCC Ancillary Funds, participant donations, and partial funding by the OCC Alcohol Prevention Services on Community College Campuses Grant.

Early Childhood Lab School's 25th Anniversary Celebration

Date: April 21, 2012

Department: OCC- Consumer & Health Sciences' Early Childhood Lab School.

Purpose: Early Childhood Lab School 25th Anniversary Celebration driven by parent committee, donations and time in order to commemorate the Lab School's achievements and contributions to Orange Coast College over the past 25 years.

Cost/Purpose/Funding Source: Total amount \$8,000 for food, entertainment and supplies; to be paid from Early Childhood Lab School's Ancillary funds supported by parent fees. No general fund monies will be used.

Elite Line Training

Date: Sundays- June 9 & 16, 2012

Department: OCC Physical Education & Athletics

Purpose: The OCC football coaches, full-time and part-time faculty, would like to co-sponsor Elite Line Training at OCC's LeBard Stadium and football/soccer practice field in order to work with potential lineman in the OCC area. It will also promote the OCC campus, its facilities, and the football program.

Cost/Purpose/Funding Source: No cost to the college and no revenue is expected to be generated.

Subject **8.04 GWC - Special Projects**
Meeting Feb 15, 2012 - Regular Meeting
Category 8. Authorization for Special Projects
Access Public
Type Consent

Softball Team Snack Bar

Date(s): February 16 – May 31, 2012

Department: PE/Athletics

Purpose: Softball team runs a snack bar for various softball tournaments and games as a fundraiser.

Cost/purpose/funding source: Any costs incurred will be paid from collected funds.

Golden West College Invitational Softball Tournament

Date(s): March 2-4, 2012

Department: PE/Athletics

Purpose: Competition for softball team and fundraiser

Cost/purpose/funding source: \$7,000 for tournament expenses (umpires, awards, port-o-potties, snack bar, t-shirts, field crew, athletic trainers and programs. Costs will be paid for by tournament entry fees of participating teams and Women's Softball Tournament trust account.

Regional Testing Center Coordinator Meetings

Date(s): March-April, 2012

Department: Health Professions-HWI-RHORC/RTC

Purpose: Present up to two workshops to review new policies and procedures for Regional Center Testing

Cost/purpose/funding source: \$3,000 for Conference room, lodging rooms, food, materials and supplies from RHORC Trust funds.

Criminal Justice Training Center Leadership and Ethics Institute Symposiums (LEI)

Date(s): January 10 – December 31, 2012

Department: Criminal Justice

Purpose: The Leadership and Ethics Institute promotes the study, research and practice of principled leadership and unwavering ethics

Cost/purpose/funding source: \$2,500 for food, refreshments, rentals, entertainment, literature from CJTC Leadership & Ethics Institute funds.

(This item is being submitted after the fact because new funds became available after the board deadline).

Floral Design Department Valentines Flower Fundraiser

Date(s): February 14, 2012

Department: Career and Technical Education

Purpose: To raise funds for future department activities

Cost/purpose/funding source: \$100 for materials and supplies from Department Trust account funds.

(This item is being submitted after the fact because the department didn't realize that tax had to be charged; therefore, it could not go through Student Activities for submission)

Revisions to Prior Board Approval:

Internet Radio Broadcasting GWC Football Games (KBPK)

Date(s): Fall 2011 Football Season

Department: HE/PE/Athletics

Purpose: Live Broadcasting

Cost/purpose/funding source: \$1,000 for radio broadcasting GWC football games from auxiliary and/or foundation funds.

(Revision is to increase the total amount from \$500 due to price per game increase and an additional game (bowl game). Previous Board action: 7/20/11)

ASGWC Awards Banquet

Date(s): May 25, 2012

Department: Student Activities

Purpose: Annual Awards Banquet

Cost/purpose/funding source: \$1,000 for food, supplies, awards and gift cards from ASGWC Awards funds.

(Revision is to add gift cards and awards. Previous Board Action: 1/18/12)

Pass the Gavel Dinner with Board of Trustees

Date(s): May 16, 2012

Department: Student Activities

Purpose: Annual Change of the Council

Cost/purpose/funding source: \$1,000 for food, supplies, awards and gift cards from ASGWC Awards funds.

(Revision to add gift cards and awards. Previous Board Action: 1/18/12)

ASGWC/ICC Appreciation Lunch

Date(s): May 11, 2012

Department: Student Activities

Purpose: Annual Appreciation Luncheon

Cost/purpose/funding source: \$1,000 for food, supplies, awards and gift cards from ASGWC Awards funds.

(Revision to add gift cards and awards. Previous Board Action: 1/18/12)

9. Authorization for Disposal of Surplus

Subject **9.01 Authorization for Disposal of Surplus**

Meeting **Feb 15, 2012 - Regular Meeting**

Category **9. Authorization for Disposal of Surplus**

Access **Public**

Type **Consent**

File Attachments

[021512Surplus.pdf \(12 KB\)](#)

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
DISTRICT				
Computer	9059590	Optiplex GX280	d6wg881	P
Computer	9059489	Optiplex GX280	7wtrg661	P
Computer	9059484	Optiplex GX280	cmtrg61	P
Computer	9059503	Optiplex GX280	g3vrg61	P
Computer	9059480	Optiplex GX280	3ltrg61	P
Computer	9059475	Optiplex GX280	c4vrg61	P
Computer	9049775	Optiplex GX270	cp0v641	P
Computer	9059483	Optiplex GX280	7mtrg61	P
Computer	9059464	Optiplex GX280	jltrg61	P
Computer	9059515	Optiplex GX280	2ktrg61	P
Computer	9059465	Optiplex GX280	dktrg61	P
Computer	9059456	Optiplex GX280	3ztrg61	P
Computer	9059510	Optiplex GX280	h4vrg61	P
Computer	9049751	Optiplex GX270	g7kkp31	P
Computer	9059344	Optiplex GX270	8s5wf51	P
Computer	9043994	Optiplex GX270	jf6p631	P
Computer	9049850	Optiplex GX270	2j09851	P
Computer	9050536	Optiplex GX270	fdsn031	P
Computer	9049852	Optiplex GX270	gh09851	P
Computer	9059505	Optiplex GX280	13vrg61	P
Computer	9059481	Optiplex GX280	jztrg61	P
Computer	9059476	Optiplex GX280	40vrg61	P
Computer	9049726	Optiplex GX270	cyfkp31	P
Computer	9049725	Optiplex GX270	9yfpk31	P
Monitor	9059405	1704Fpvt	aax0	P
Monitor	9059851	1704Fpvt	88tu	P
Monitor	9049828	1704Fpvt	ea13	P
Monitor	9059347	1704Fpvt	bb87	P
Monitor	9059410	1704Fpvt	aacn	P
Monitor	9059392	1704Fpvt	aawt	P
Monitor	9059429	1704Fpvt	ae1w	P
Monitor	9059379	1704Fpvt	aedh	P
Monitor	9059598	1704Fpvt	a124	P
Monitor	9059385	1704Fpvt	aer5	P
Monitor	9059388	1704Fpvt	aeqb	P
Monitor	9059386	1704Fpvt	aaws	P
Monitor	9049789	1704Fpvt	2yrl	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Monitor	9059440	1704Fpvt	aats	P
Monitor	9059434	1704Fpvt	atgs	P
Monitor	9059569	1704Fpvt	aen7	P
Monitor	9059416	1704Fpvt	ahtl	P
Monitor	9059397	1704Fpvt	aeqy	P
Monitor	9059437	1704Fpvt	ahtw	P
Monitor	9059412	1704Fpvt	aedf	P
Monitor	9059414	1704Fpvt	aetg	P
Monitor	9059398	1704Fpvt	aawx	P
Monitor	9049735	1800sp	05lt	P
Monitor	9049734	1800sp	05kr	P
Monitor	9059706	1800sp	02cz	P
Monitor	9053139	NEC 1850	25792481	P
Monitor	9041978	NEC 1550	1y0084518	P
Computer	9059366	Inspiron 700m	j92hp61	P
Computer	9049792	Latitude D600	49bzf41	P
Computer	9036219	Gateway	bnaw5410035	P
Computer	9059632	Gateway	bncw547009	P
Scanner	9030554	HP ScanJet	sg872118h	P
Computer	9059750	Gateway E4500D	37193483	P
Computer	9066309	Gateway E4610D	40482149	P
Computer	9059828	Gateway E4610D	39165203	P
Printer	9014892	HP DeskJet 340	sg59s11238	P
Computer	9059519	Optiplex GX280	83vrg61	P
Computer	9049846	Optiplex GX270	gnwb051	P
Computer	9059523	Optiplex GX280	h1vrg61	P
Computer	9059491	Optiplex GX280	h0vrg61	P
Computer	9059521	Optiplex GX280	fytrg61	P
Computer	9041993	Pentium4	2721	P
Monitor	9059789	18"Gateway	261	P
Monitor	9059823	18"Gateway	1284	P
Server	9059528	Dell Server	gfdgp61	P
Server	9049806	Dell Server	jx45g41	P
Server	9059553	Dell Server	fjkmp61	P
Server	9059530	Dell Server	9jdgp61	P
Server	9059529	Dell Server	cjdgp61	P
Server	9059596	Dell Server	btglq71	P
Server	9059595	Dell Server	ctzlq71	P

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Server	9059742	Dell Server	g57mcb1	P
Server	9059743	Dell Server	f57mcb1	P
Server	---	HP Server	j03lfk3545	P
Server	9043919	Dell Server	hc6cv01	P
Server	9043910	Dell Server	bf0a20220c5	P
Server	9030526	CCCD	7755201	P
Server	9020986	CCCD	---	P
ORANGE COAST COLLEGE				
Printer	---	2200	EBJY144355	I
Printer	9032978	C4172A	USGW062924	P
Printer	9046805	G85xi	SGG14EH3PV	P
Desk	9019453	---	---	P
Monitor	9053298	LCD1850E	6314323	P
Monitor	9053602	LCD1720M	2801239VA	P
Monitor	9053740	LCD1720M	2X0028VA	P
Monitor	9053247	LCD1720M	2304995VA	P
Monitor	---	LCD1720M	2901288VA	P
Monitor	9053735	LCD1720M	2X00286VA	P
Monitor	9053310	LCD1720M	2304312VA	P
Monitor	9053736	LCD1720M	2X00399VA	P
Monitor	9053734	LCD1720M	2x00300VA	P
Monitor	9053731	LCD1720M	2X00283VA	P
Monitor	9053739	LCD1720CM	2X00400VA	P
Monitor	9053732	LCD1720CM	2901327VA	P
Monitor	9053730	LCD1720CM	2X00298VA	P
Monitor	9047018	VP15M	9.06011E+11	P
Monitor	9053453	VE170	A09022100460	P
Monitor	9053244	VE170	A09020900637	P
Monitor	9053129	VE170	A09020900428	P
Monitor	9053738	LCD1720CM	2902286VA	P
Monitor	9071441	PD-80A	5TCB0501976	P
Desk	9018236	---	---	P
Monitor	9058779	1703FPL	3C9-AAB3	P
Monitor	9058855	1703FPL	3B0-ABLK	P
Monitor	9058834	1703FPL	3AG-AWNR	P
Monitor	9055138	1703FPL	49E-AG11	P
Monitor	9055262	1703FPL	4A8-AGQF	P
Monitor	9058266	1703FPL	39I-D163	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Monitor	9057402	1703FPL	426-ABP9	P
Monitor	9058873	1703FPL	3C9-A436	P
Monitor	9058794	1703FPL	3C9-AAHM	P
Monitor	9058864	1703FPL	3C9-AAXS	P
Computer	9047403	M6497	UV1281KCLCD	I
Computer	9055356	A1058	W845207VPNX	I
Computer	9055361	A1058	W845209GPNX1	I
Computer	9047403	M6497	UV1281KCLCD	I
Computer	9055356	A1058	W845207VPNX	I
Computer	9055361	A1058	W845209GPNX1	I
Monitor	9021686	1084S	XT1018582	P
Monitor	9021684	1084S	70429966	P
Monitor	9054253	2002	XT1019963	P
Printer	9032460	740i	BUY1229905	P
Computer	9053238	PCG-181L	28326130	I
Computer	9064356	PP18L	25MRMB1	I
Computer	9055458	TPCV1250S	9147T01008418009	I
Computer	9024219	PA1271U	48687775A	I
Computer	9017877	PA1230U	2731598	I
Computer	9017887	PA1230U	2731644	I
Computer	9022134	PA1240U	57012571	I
Computer	9017876	PA1230U	2731624	I
Computer	9017879	PA1230U	2731697	I
Computer	9022133	PA1240U	57015712	I
Computer	9017875	PA1230U	2731566	I
Computer	9022131	PA1240U	57013502	I
Computer	9022141	PA1240U	57015558	I
Computer	9022135	PA1240U	57013411	I
Computer	9039233	PA1270U	58721415A	I
Computer	9031469	PAS402U	Y8232374A	I
Computer	9025177	PAS402U	Y8231666A	I
Computer	9026206	PAS402U	Z8349626A	I
Uninterruptable power supplies (4)	---	---	---	I
Misc electrical components/wires (box)	---	---	---	I
Cabinets (10)	---	Recordak	---	P
Warmer	2001869	---	---	P
Refrigerator	9078253	---	---	P

10. Authorization to Enter Into Standard Telecourse Agreements

Subject	10.01 Coastline Community College - Authorization to Enter Into Standard Telecourse Agreements
Meeting	Feb 15, 2012 - Regular Meeting
Category	10. 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.

CHILD DEVELOPMENT: STEPPING STONES

Consortium of Distance Education (NJ)

Term of Agreement: January 1, 2012 – May 31, 2012

Tennessee Board of Regents Media Consortium (TN)

Term of Agreement: January 1, 2012 – December 31, 2014

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

NILRC (IL)

Term of Agreement: January 1, 2012 – December 31, 2014

Tennessee Board of Regents Media Consortium (TN)

Term of Agreement: January 1, 2012 – December 31, 2014

Tennessee Board of Regents Media Consortium (TN)

Term of Agreement: January 1, 2012 – December 31, 2014

MASTERING THE COLLEGE EXPERIENCE

North Carolina Community College System (NC)

Term of Agreement: January 1, 2012 – May 31, 2012

PSYCHOLOGY: THE HUMAN EXPERIENCE

Tennessee Board of Regents Media Consortium (TN)

Term of Agreement: January 1, 2012 – December 31, 2014

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.

Authorization to Enter Standard Amendment to Standard Telecourse Agreements (Prior Board Approval 1/18/12)

Madonna University (MI)

File Attachments

[Telecourses.pdf \(281 KB\)](#)

11. Approval of Clinical Contracts

Subject	11.01 OCC-Clinical Contracts
Meeting	Feb 15, 2012 - Regular Meeting
Category	11. Approval of Clinical Contracts
Access	Public
Type	Consent

Approval of Clinical Agreements

After review by District General Counsel and the College President, it is recommended by the Chancellor that authorization be given to enter into an Agreement or an Amendment with the following institutions relating to instructional programs within the Coast Community College District. The Board President, or designee, is authorized to sign the agreements, amendments, or any related documents, indicating approval by the Board of Trustees. (Only copies of non-standard agreements or amendments are attached to each Trustee's Agenda.)

New

Beach Kids Therapy Center
San Clemente, Ca

Standard Clinical Affiliation Agreement

Term: February 16, 2012 - January 20, 2017

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.

Subject	11.02 GWC - Clinical Contracts
Meeting	Feb 15, 2012 - Regular Meeting
Category	11. Approval of Clinical Contracts
Access	Public
Type	Consent

Approval of Clinical Agreements

After review by District General Counsel and the College President, it is recommended by the Chancellor that authorization be given to enter into an Agreement or an Amendment with the following institutions relating to instructional programs within the Coast Community College District. The Board President, or designee, is authorized to sign the agreements, amendments, or any related documents, indicating approval by the Board of Trustees. (Only copies of non-standard agreements or amendments are attached to each Trustee's Agenda.)

RENEWAL

Walden University
Minneapolis, Minnesota
February 27, 2012 – February 26, 2013
Compensation – None
(See Attachment #3)

File Attachments

Walden University Clinical Agreement.pdf (44 KB)

12. Approval of Standard Agreements

Subject	12.01 CCC – Scope of Work (Standard Agreement)
Meeting	Feb 15, 2012 - Regular Meeting
Category	12. Approval of Standard Agreements
Access	Public
Type	Consent

Approve District Standard Scope of Work #2012-61 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2012-61 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the ROC Project (Phase 1) – Design and Ready Workshop Support for division trainers. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$7,250 income from Chevron Products Company payable upon completion of the analysis.

13. Authorization for Purchase of Institutional Memberships

Subject **13.01 GWC - Institutional Memberships**
Meeting **Feb 15, 2012 - Regular Meeting**
Category **13. Authorization for Purchase of Institutional Memberships**
Access **Public**
Type **Consent**

RENEWAL

Name and Acronym: Health Services Association California Community Colleges (HSACCC)
Term of Membership: July 1, 2011 – June 30, 2012
Cost: \$175
Purpose: Network with professional organizations for Student Health Services.

Subject **13.02 DIS - Institutional Memberships**
Meeting Feb 15, 2012 - Regular Meeting
Category 13. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

RENEWAL

Authorization for Purchase of Instructional Memberships Community College Facility Coalition (CCFC) Membership - February 1, 2012 through January 31, 2013 - \$1,100.00

District Membership will provide access to facility planners, architects, developers, financial institutions, attorneys in the school construction network, to be paid from District funds

Fiscal Impact: \$1,100 (District Funds)

14. Authorization for Community Activities

Subject	14.01 OCC - Community Activities
Meeting	Feb 15, 2012 - Regular Meeting
Category	14. 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 February 16 – June 30, 2012. The presenter will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

PROFESSIONAL EXPERT

OCC MASTER'S ADULT SWIMMING PROGRAM, Fee \$195, 250 hours. Coordinator: Keith Ryan. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. PE Division to receive a portion of the proceeds. (P)

INDEPENDENT CONTRACTORS

IC Name: Promote You Online

Services: Presenter for YOUR VISIONARY JOURNEY FOR 2012: SUPPORT YOUR NEW YEAR'S RESOLUTIONS TO SUCCESS, Fee: \$65 plus \$10 materials fee payable to presenter, 6 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 15 – June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: Promote You Online

Services: Presenter for GREAT AMERICAN SMOKE OUT – QUIT SMOKING WITH HYPNOSIS, Fee: \$97, 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: February 15 – June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: Promote You Online

Services: Presenter for WINNING AT INTERNET DATING – FROM PROFILE AND E-MAIL TO THE SUCCESSFUL FIRST DATE!, Fee: \$49, 2.5 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: February 15 – June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: Acting Express Productions

Services: Presenter for the BREAKING INTO TELEVISION AND FILM class, \$175 plus \$5 materials fee payable to presenter, 12 hours. (P)

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 15 – June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: Acting Express Productions

Services: Presenter for the YOUNG FILM MAKERS BOOT CAMP class, \$99 plus \$5 materials fee payable to presenter, 3 hours. (P)

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

Terms of Agreement: February 15 – June 30, 2012

Source of Funding: Community Education registration fees.

Subject **14.02 GWC - Community Activities**
Meeting Feb 15, 2012 - Regular Meeting
Category 14. Authorization for Community Activities
Access Public
Type Consent

Holistic Massage Certificate Program, 100 Hours

Presenters Nancy Balstad to receive \$69 per participant, James Bechter to receive \$191 per participant and Kathy Mondello to receive \$7 per participant.

Participant Fee: \$552 and \$40 Material Fee. (P) First offered in 1996.

(Revision is to add Nancy Balstad and revise the compensation breakdown from James Bechter to receive \$186.90 per participant and Kathleen Mondello to receive 80.10 per participant. Previous Board Action: 7/20/11)

15. Authorization for Sailing Program

Subject	15.01 OCC - Sailing Program
Meeting	Feb 15, 2012 - Regular Meeting
Category	15. 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 Feb 16, 2012 – June 30, 2013. 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 EXPERTS

US SAILING SAFETY AT SEA SEMINAR, Fee \$135/140/175, 8 hours

Course to be heldt at NHYC, continental breakfast and lunch included in registration fee.

PRESENTERS: Karen Prioleau, John Jourdane, Alan Andrews, Katy Pointer, Mitchell Allison, Robert Dalrymple, Daniel Segerblom, Sheri Crowe (F)

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 \$145/\$139, 20/16 hours.

INTERMEDIATE LIDO; Fee \$150, 18 hours

LIDO RACING CLINIC, Fee \$65, 8 hours

PARENT AND CHILD SAILING LESSONS, Fee: \$55, 7 hours

PRIVATE LESSONS LIDO, Fee \$180, 3 hours

OCC SA CHECK-OUT, Fee \$110, 2 hours

AFTER SCHOOL SAILING, Fee: \$135; 15 hours

HOLIDAY SAILING CAMPS FOR KIDS, Fee: \$150, 16 hours.

JUNIOR SUMMER SAILING CAMPS, Fee: \$265, 28 hours; \$460, 56 hours; \$150, 14 hours

PRESENTERS: Richard Crowe, Sheri Crowe, Diane K. De Witte, Debora Camille Dunne, Doug Kent, Brian Michael Kfoury, Garrett Laudenback, Marcus MacKenzie, Noel Manchan, Bryan W. McCormick, Robert Profeta, Karen Prioleau, Debora Lynn Robinson, Kirk Schuler, Ernie Schultz, Mette Segerblom, Merin Yoshida, Keith Kilpatrick, Darla Baldwin, Christopher Segerblom, Anne Marie Stenton, Daniel Segerblom, Robert White, Connor Bathen, Alex Boullon, Adin Dobkin, Robert Jones, Chase Wells, Berkeley Green, Michael Dahl, Erin Kincaid, Daniel Moorlach, Mary Allison Thomas (F)

HARBOR 20 CLASSES

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

HARBOR 20 Skipper Cert #1, Fee: \$200, 3 hours

HARBOR 20 Skipper Cert #2; Fee: \$100, 1.5 hours

HARBOR 20 PRIVATE LESSONS; Fee \$200, 3 hours

PRESENTERS: Richard Crowe, Sheri Crowe, Diane K. De Witte, Debora Camille Dunne, Doug Kent, Brian Michael Kfoury, Garrett Laudenback, Marcus MacKenzie, Bryan W. McCormick, Robert Profeta, Karen Prioleau, Kirk Schuler, Ernie Schultz, Mette Segerblom, Keith Kilpatrick, Christopher Segerblom, Anne Marie

Thompson, Robert White, Robert Jones, Berkeley Green, Michael Dahl, Mary Allison Thomas (F)

SHIELDS CLASSES

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

PRIVATE LESSONS SHIELDS, Fee \$200, 3 hours

OCC SA CHECK-OUT, Fee \$160, 3 hours

SHIELDS I, Fee \$160 20 hours

SHIELDS II, Fee \$180 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

SHIELDS 2 WITH US SAILING BASIC KEELBOAT CERTIFICATION, Fee: \$390.00, 30 hours.

SHIELDS RACING, Fee: \$55, 4.5 hours; \$45, 3.75 hours

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

PRESENTERS: Richard Crowe, Sheri Crowe, Scott Culver, Diane K. De Witte, Debora Camille Dunne, Marc Alan Hughston, Doug Kent, Brian Michael Kfoury, Garrett Laudenback, Marcus MacKenzie, Bryan W. McCormick, Robert Profeta, Karen Prioleau, Kirk Schuler, Ernie Schultz, Holly Scott, Mette Segerblom, Bruce Tice, Keith Kilpatrick, Christopher Segerblom, Marc Templin, Vito Macchia, Robert White, Robert Dalrymple, Robert Jones, Berkeley Green, Mary Allison Thomas, Anne Marie Stenton(F)

CRUISING COURSES

BASIC CRUISING I, Fee: \$289.00, 18 hours.

BASIC CRUISING II, Fee: \$289.00, 18 hours.

BASIC CRUISING CHALLENGE, Fee: \$300, 3 hours.

US SAILING BASIC CRUISING CERTIFICATION COURSE, Fee: \$565.00, 24 hours.

EVENING SAILING, Fee: \$60, 3.5 hours

PRESENTERS: Richard Crowe, Sheri Crowe, Scott Culver, Diane K. De Witte, Debora Camille Dunne, Marc Alan Hughston, Doug Kent, Brian Michael Kfoury, Vito J. Macchia, Marcus MacKenzie, Robert Profeta, Karen Prioleau, Paul Prioleau, Kirk Schuler, Ernie Schultz, Holly Scott(F).

BAREBOAT CRUISING COURSES

US SAILING BAREBOAT CRUISING CERTIFICATION COURSE, Fee \$815.00, 4.5 days.

NORTHERN CHANNEL ISLAND CRUISING; Fee \$850, 5 days

ANCHORING & NAVIGATION WEEKEND CRUISE TO CATALINA; Fee \$550, 3 days

US SAILING COASTAL PASSAGE MAKING CERTIFICATION, Fee: \$295, certification fee.

CRUISE THE PACIFIC NORTH WEST ABOARD "WHITE RAVEN", Fee: 4,900, per session per group

PACIFIC NORTH WEST ALL WOMEN'S CRUISE ABOARD "WHITE RAVEN", Fee: \$1500, 7 days.

Courses to be taught aboard OCC cruising boats including, but not limited to "Betty", "Hypatia" "White Raven" and "Alaska Eagle". Most meals included in registration fees.

PRESENTERS: Richard Crowe, Sheri Crowe, Jerome Carman, Scott Culver, Diane K. De Witte, Debora Camille Dunne, Marc Alan Hughston, Doug Kent, Brian Michael Kfoury, Keith Kilpatrick, Marcus MacKenzie, Vito J. Macchia, Barbara Marrett, Peggy McClure, Pandora Nash-Karner, Robert Profeta, Karen Prioleau, Paul Prioleau, Kirk Schuler, Ernie Schultz, Bruce W. Tice, Robert White, David Tatum, Robin Clark(F)

Skippers at \$240-\$350, Mates at \$100-\$200, and cooks at \$60-\$120 per day. All transportation costs for all approved staff to be paid for by the Sailing Center at no cost to the District (F)

POWERBOAT COURSES

INTRODUCTION TO POWERBOATS, Fee \$280, 6 hours

BASIC POWERBOAT OPERATION & CRUISING CERT, Fee \$715, 14 hours

INSHORE POWER CRUISING & NIGHT OPERATION ENDORSEMENT, Fee \$825, 18 hours

SAFE POWERBOAT HANDLING CERTIFICATION, Fee: \$145, 16 hours

SAFE HANDLING OF SMALL POWERBOATS, No fee to participants. Funded by a grant from the State of California, Department of Boating and Waterways. 16 hours.

PRESENTERS: Jack Patterson, Brian Kfoury, Marcus Mackenzie, Armando Eason, Karen Prioleau, Robert Profeta, Kirk Schuler, Ernie Schultz, Diane De Witte, Marc Hughston, Erik Josenhans, Jason Adams, Deborah Dunne, Berkeley Green, Scott McClung(F).

USCG LICENSE PREP COURSE, Fee: \$1,060 for Operator Uninspected Passenger Vessel license and Master/Mate not in excess of 100GT license and \$125 for sail option, 67 hours for OUPV, 84 hours for Master/Mate and 4 hours for Sail option. Cancellation Policy: cancel after one class student will receive 90% of fee minus \$100 cancellation charge, cancel after 2 classes 80% \$100 cancellation charge, cancel after 3 classes 70% of fee minus \$100 cancellation charge, cancel before mid-day during 4th class receive 50% minus \$100 cancellation charge, cancel after mid-day during 4th class no refunds given.

PRESENTERS: Lee Woolever, Karen DeClue Prioleau, Lindsey Philpott, Robert Profeta, Armando Eason, Marcus MacKenzie, Scott McClung, Ronald Mealey (F)

NAVIGATION COURSES

COASTAL NAVIGATION I, Fee \$155, 21 hours.

COASTAL NAVIGATION II, Fee \$99, 12 hours.

ELECTRONIC NAVIGATION – RADAR & GPS; Fee: \$75, 9 hours

US SAILING COASTAL NAVIGATION CERTIFICATION COURSE, Fee: \$275.00, 18 hours

PRESENTERS: Armando Eason, Brian Michael Kfoury, Marcus Mackenzie, Scott McClung, Ronald Mealey (F)

SEAMANSHIP COURSES

FIBERGLASS REPAIR & MAINTENANCE, Fee: \$70, 4.5 hours. Presenter: Armando Eason, Robert Dalrymple, Erik Klopfenstein, Marc Templin. (P)

HOW TO BRUSH LP PAINT LIKE A PRO, Fee: \$115, 9 hours. Presenters: Marc Templin, Robert Dalrymple

MARLINSPIKE SEAMANSHIP, SPLICING, DECORATIVE KNOT WORK, Fee: \$45 plus materials fee. 2 hours. Presenter: Lindsey Philpott (P).

MARINE ELECTRICAL SYSTEMS, Fee: \$90.00, 9 hours. Presenter: Art Holub. (P)

VARNISHING MADE EASY, Fee: \$70, 4.5 hours, Presenter: Erica Christian, Robert Dalrymple, Marc Templin (F)

BASIC SAFETY TRAINING (STCW Certificate); FEE: \$750 to \$895, 12 to 14 hours, PRESENTER: Brett McAllister, Debbie Dunne, Armando Eason, Robert Burns, Brian Kfoury, Brian A. McDonough, Richard Ruffini, Karen Prioleau, Scott McClung, Ronald Mealey, Al Marland (F)

RADAR OBSERVER REFRESHER; FEE: \$450, 24 hours

RADAR OBSERVER RENEWAL; FEE: \$215, 8 hours

PRESENTER: John Butcher, Ronald Mealey (F)

ALASKA EAGLE VOYAGES

'ROUND CATALINA; FEE: \$ 695, 3 days
BAJA HA HA – Adventures in Mexico; FEE: \$2695, 8 days
RETURN OF THE BAJA BASH; FEE: \$2495, 9 days

PRESENTERS: PRESENTERS: Lydia Bird, Donald Bosis, Jr., Richard Crowe, Sheri Crowe, Jerome Carman, Scott Culver, Robert Dalrymple, Diane K. De Witte, Debora Camille Dunne, Brian Eichenlaub, Julie Lane Evans, Carol Hasse, Marc Alan Hughston, Brian Michael Kfoury, Keith Kilpatrick, Marcus MacKenzie, Vito J. Macchia, Barbara Marrett, Peggy McClure, Pandora Nash-Karner, Robert Profeta, Karen Prioleau, Paul Prioleau, Kirk Schuler, Jeremy Sandahl, Bruce W. Tice, Robert White, David Tatum, Sheila McCurdy, Holly Scott, Bruce Griffin, Robin Clark, Christopher Sellars (F)

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

16. Personnel Items

Subject **16.01 District**
Meeting Feb 15, 2012 - Regular Meeting
Category 16. Personnel Items
Access Public
Type Discussion

- a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- b. Authorization for Leaves of Absence
- c. Authorization to Amend Contract to Reflect Title Change
- d. Authorization for Changes in Salary Schedules
- e. Authorization for Schedule Change, Classified Staff
- f. Authorization for Professional Experts
- g. Authorization for Monthly Travel Allowances

File Attachments

[Open.pdf \(19 KB\)](#)

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:

Classified

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Ikuta, Elliot	OCC	Research Analyst, Sr	Resign	03/30/12

b. Authorization for Leaves of Absence

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

Classified

Paine, Allison, OCC, Staff Aide, 80%, 12 mo position, taking LOA/wop for the period 02/17/12 to 05/25/12 for personal reasons.

c. Authorization to Amend Contract to Reflect Title Change

It is recommended that authorization be given for the following change in title:

<u>Classification</u>	<u>Range</u>	<u>Changes</u>
<u>Educational Administrator</u>		
Executive Dean to Executive Dean, Center for Learning & Information Technologies	D-33	Revise title only, effective 02/16/12

d. Authorization for Changes in Salary Schedules

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

Educational Administrator

Associate Dean, Institutional Research & Planning	D-26	Add to salary schedule effective 02/16/12
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Classified Management

Telecourse Marketing Director to Director, Marketing and Product Development	G-26	Revise title only, effective 02/16/12
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Director, Electronic Media & Publishing to Director, Instructional Media, Design & Production	G-22	Revise title only, effective 02/16/12
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e. Authorization for Schedule Changes, Classified Staff

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

Temporary Schedule Changes

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Wong, Susan	GWC	Registered Nurse 10 mo	62.5%	80%	02/06/12	03/09/12

f. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Neth, Janet, OCC, to provide support for technical activities and Recruitment Support for Personnel Services, for the period 02/16/12 to 06/30/12, to be paid by timecard at \$10.00 per unit, 170.53 units per week for 19 weeks, compensation to be \$32,400.00, funding source is General Fund.

Satow, Jingfang, CCC, to provide Contract Education CCC Education Bound U.S. (CCC-EBUS) non-academic student advising, for the period 02/16/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 6.5 units per week for 20 weeks, compensation to be \$13,000.00, funding source is Ancillary Funded Project.

Other Professional Experts

Dixon, Eric K., OCC, to assist with OCC track & field team during the 2011-2012 academic year, for the period 02/02/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 1.19 units per week for 21 weeks, compensation NTE \$2,500.00, funding source is PE General Fund.

Huntoon, Walter B., GWC, to serve as scene designer for GWC theater spring production of "The Servant and Two Masters," for the period 02/02/12 to 02/29/12, to be paid at \$100.00 per unit, 3.75 units per week for 4 weeks, compensation NTE \$1,500.00, funding source is Theater Income.

Mickey, David, GWC, to serve as sound designer for GWC theater fall production of "Cabaret," for the period 02/02/12 to 05/10/12, to be paid at \$100.00 per unit, 0.154 units per week for 13 weeks, compensation to be \$1,200.00, funding source is Theater Income Funds.

Revision to Previous Board Action

Wolzinger, Renah, GWC, to provide additional support for outreach/career exploration, validation of current articulation agreements, and coordination of work-based learning/internships/placement, for the period 07/01/11 to 06/30/12, to be paid by timecard at \$100.00 per unit, 2.885 units per week for 52 weeks, increase compensation from \$15,000.00 to \$30,000.00, funding is CTE Transitions Funds.

g. Authorization for Monthly Travel Allowances

It is recommended that authorization be give for the following monthly travel allowances for staff members who use their personal cars regularly and frequently for college-related business:

GWC

Wisner, Paul Director of Fiscal Services	\$65 per month
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17. Authorization for Independent Contractors

Subject **17.01 DIS - Independent Contractors**
Meeting **Feb 15, 2012 - Regular Meeting**
Category **17. Authorization for Independent Contractors**
Access **Public**
Type **Consent**

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

UNDER \$10,000

IC Name: CSU Fullerton, Center for Research in Educational Access & Leadership (C-REAL)
Services: Facilitation of a two-day Chancellor's Retreat by Dr. Jerome Hunter and/or Dr. Dawn Person, with Coast Colleges' Chancellor and College Presidents on February 28-29, 2012, at a Coast Colleges site location, to focus on the continuing improvement of communication and collaboration within the District. Retreat sessions will include: servant leadership, exploration of personal and leadership style/culture, understanding organizational culture, congruence and incongruence of organizational and personal values, model characteristics of successful teams, benefits of competition and collaboration, next steps, summary and evaluation.
Payment Schedule/Compensation: \$4,500 total for two days (includes reduction of 10%, or \$500, resulting from Coast Colleges' initial sponsorship of C-REAL in 2008)
Term of Agreement: February 28-29, 2012
Source of Funding: Chancellor's Initiative Funds

Subject **17.02 GWC - Independent Contractors**
Meeting Feb 15, 2012 - Regular Meeting
Category 17. Authorization for Independent Contractors
Access Public
Type Consent

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

UNDER \$10,000

IC Name: McChesney, Kathleen

Services: Subject matter expert speaking at Leadership and Ethics Institute (LEI) presentations

Payment Schedule/Compensation: \$95 an hour, to be paid per invoice submitted after completion of work

Term of Agreement: February – June 2012

Source of Funding: Leadership and Ethics Institute

(This item is being submitted after the fact because the Criminal Justice Staff was not told that she was going to be a paid speaker until after the presentation had been given)

IC Name: Gallagher, Paul

Services: CoastPathways.com functionality changes and enhancements for CTE Transitions project.

Payment Schedule/Compensation: \$10,000 to be paid per invoice.

Term of Agreement: February 16 – May 31, 2012

Source of Funding: CTE Transitions funds

Subject	17.03 CCC – Independent Contractors
Meeting	Feb 15, 2012 - Regular Meeting
Category	17. Authorization for Independent Contractors
Access	Public
Type	Consent

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

\$10,000 AND OVER

IC Name: Gold Star International, Inc. – Education Division

Services: Provide program assessment of Contract Education EBUS pilot program at Xiang Jiang High School in China.

Payment Schedule/Compensation: \$21,150; paid upon receipt and approval of invoices. (Revision is to provide additional services and increase contract amount by \$11,650 for a total revised contract amount of \$21,150. Prior Board Approval: 11/16/11).

Term of Agreement: November 17, 2011 – June 30, 2012

Source of Funding: Contract Education ancillary funds

UNDER \$10,000

IC Name: Beacon Economics, LLC

Services: To provide speaker, Brad Kemp, for the Business Education Statewide Advisory Committee (BESAC) Conference.

Payment Schedule/Compensation: One-time payment dependent upon completion of the project's activities and submission of invoices for a total amount of \$5,500.

Term of Agreement: February 16, 2012 – May 30, 2012

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

IC Name: Finn, Mari

Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-61, ROC Project (Phase 1) – Design and Ready workshop analysis and support for trainers.

Payment Schedule/Compensation: \$1,800 paid upon completion of Phase 1.

Term of Agreement: February 16, 2012 – June 30, 2012

Source of Funding: Chevron Products Company in support of this project.

REVISION TO PREVIOUS BOARD ACTION

\$10,000 AND OVER

IC Name: Rakochy, Wendy A.

Services: Coordinate, edit, and format online course; write scripts of animated video presentations for lessons for the new Online Public Speaking course.

Payment Schedule/Compensation: 217 days @ \$254.55/day for a total contract of \$55,237.35. (Revision is to increase assignment by additional 40 days and total contract increased by \$10,182 for a total contract of \$55,237.35. Prior Board Approval: 10/5/2011).

Term of Agreement: February 16, 2012 – June 30, 2012
Source of Funding: ISD Ancillary Online Public Speaking funds

Subject **17.04 OCC - Independent Contractors**
Meeting **Feb 15, 2012 - Regular Meeting**
Category **17. Authorization for Independent Contractors**
Access **Public**
Type

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

UNDER \$10,000

IC Name: Sea Dog Design

Services: To provide service and support for OCC Sailing's website – www.occsailing.com

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed at a rate of \$70/hr. Contract amount \$2,000 for term of Contract.

Term of Agreement: Feb 15, 2012-June 30, 2013

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

18. Authorization for Professional Development Program

Subject **18.01 DIS - Authorization for Professional Development**
Meeting Feb 15, 2012 - Regular Meeting
Category 18. Authorization for Professional Development Program
Access Public
Type Consent

OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Seminar	Date	Amount
Nancy Ramirez Staff Development OCC	680 Organizational Research Chapman	2/27/12 – 4/22/12	\$2,160.00
Danny Johnson Sports Information GWC	EDU 8090 Doctoral Study Intensive – Sem 9 Walden University	09/06/11 – 12/26/11	\$3,250.00
Martha Guevara Typist Clerk Senior OCC	CIS 111 Intro Computer Info Systems OCC	01/30/12 – 05/21/12	\$350.00

19. Approval of Purchase Orders

Subject **19.01 DIST - Purchase Orders**
Meeting Feb 15, 2012 - Regular Meeting
Category 19. Approval of Purchase Orders
Access Public
Type Consent

File Attachments

[Final PO Board List.pdf \(14 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0326242	Dell Higher Education Computer servers for District Information Svcs	DIS	6402	55,149.26
P0326276	Bundy-Finkel Architects Inc Architectural Services OCC Swap Meet Restroom Bldg. Board Date: 12/14/11	OCC-GB	6204	32,770.00
P0326240	En Pointe Technologies Inc Virtualization Software & production support for District Information Svcs	DIS	5699	15,926.16
P0326291	Quality Fence Co Inc Installation of Black Windscreen on practice field (GOB)	OCC-GB	6120	14,638.00
P0326228	Verizon Wireless Voice/Data plans for Droid Smartphones	CCC	5519	14,596.00
P0326200	En Pointe Technologies Inc SMA for VMWare platform	DIS	5638	13,786.57
P0326204	Hoover Printing & Lithography Inc Printing cost for Career Education Brochures	OCC	4321	13,156.28
P0326273	SVM LP Arco gas cards for EOPS students	OCC	7601	12,525.00
P0326243	GovConnection Inc Laptop computers for District Training Room	DIS	6412	12,519.80
P0326206	L & T Print Corp Open PO for printing envelopes	CCC	5899	12,000.00
P0326309	CI Solutions Identification badge system - Campus Wide	CCC	4315	11,144.82
P0326277	Keenan & Associates Newport Beach Learning Center Builder's Risk Terrorism Coverage (GOB)	DIS	5472	10,456.00
P0326241	Systems Technology Associates Inc	DIS	6402	9,729.51
P0326199	Dell Higher Education	CCC	6412	9,534.34
P0326261	Mandate Resource Services LLC	DIS	5899	8,000.00
P0326344	Electro Systems Electric	OCC-GB	5899	7,785.00
P0326257	Pearson Education	CCC	4312	6,685.02
P0326292	Evisions Inc	DIS	5638	6,424.00
P0326247	Oracle America Inc	DIS	5638	6,375.00
P0326262	Lytle Screen Printing Inc	GWC	5899	6,100.00
P0326249	Trustwave Holdings Inc	OCC	5638	5,901.00
P0326314	Tequipment.Net	OCC	4312	5,656.88
P0326279	Ewing Consulting Services	DIS	5899	5,000.00
P0326313	Riddell/All American Sports Corp	GWC	5657	5,000.00
P0326250	SIGMAnet Inc	OCC	5638	4,922.00
P0326237	Dell Higher Education	OCC	6412	4,820.67
P0326202	Automotive Video Inc	DIS	4312	4,693.29
P0326263	Great Gazebo Inc	OCC	4312	4,258.28
P0326271	Academic Senate	OCC	5320	3,965.60
P0326208	ATI/Assessment Technologies Institute, LLC	GWC	4315	3,771.25
P0326205	Fuel Cell Store	GWC	4312	3,392.29

Purchase Orders

P0326201	TrainingABC	DIS	4312	2,941.51
P0326346	1elimited	OCC	5638	2,912.00
P0326317	Foundation for Calif Community Colleges	CCC	4312	2,715.30
P0326336	TreeCare Arborists	GWC	5899	2,500.00
P0326251	SIGMAnet Inc	OCC	5638	2,395.00
P0326265	Harbor Freight Tools	GWC	4312	2,360.46
P0326342	Cyberalert Inc	DIS	5306	2,340.00
P0326270	Irvine Pipe & Supply	OCC	4677	2,294.56
P0326272	Pride Sash	OCC	7601	2,262.75
P0326266	Automotive Electronics Services Inc	GWC	4312	2,133.16
P0326256	A-Z Bus Sales	TRANS	5657	2,000.00
P0326282	Benner Metals Corp	OCC	4312	2,000.00
P0326299	Benner Metals Corp	OCC	4312	2,000.00
P0326296	Baker & Taylor	GWC	6301	1,952.89
P0326280	Eureka Calif Career Info Sys	GWC	5699	1,934.12
P0326192	Odyssey Power Corp	OCC	5657	1,731.13
P0326245	ActiveCare Inc	CCC	4312	1,715.00
P0326222	AmericasPrinter.com	GWC	4321	1,656.12
P0326246	Dove Professional Apparel Inc	GWC	4312	1,647.40
P0326293	Novo Solutions Inc	DIS	5638	1,621.13
P0326337	CPP Inc	OCC	4312	1,595.08
P0326315	Fuller Engineering Inc	GWC	4312	1,562.00
P0326320	Fisher Scientific	GWC	4312	1,500.00
P0326333	Tremco Inc	GWC	5899	1,500.00
P0326289	Computer Deductions Inc	CCC	6411	1,473.63
P0326275	Dell Higher Education	GWC	6412	1,400.37
P0326248	SARS Software Products Inc	OCC	5699	1,350.00
P0326345	Other World Computing	OCC	4312	1,339.21
P0326316	All State Police Equipment	GWC	4312	1,319.94
P0326218	KPSS Inc	GWC	4312	1,246.24
P0326226	J & A Glass	CCC	5650	1,211.80
P0326332	Henry Schein Inc	OCC	4312	1,197.75
P0326229	Rose Center Theater	GWC	5684	1,196.00
P0326340	Business Office Solutions	CCC	5899	1,100.07
P0326231	Performance Envelope Inc	OCC	4321	1,095.71
P0326230	Carter Brothers Fire & Life Safety	GWC	5899	1,090.00
P0326338	Aircraft Spruce & Specialty Co	OCC	4312	1,050.00
P0326217	KPSS Inc	GWC	4312	1,015.09
P0326224	CMC Rescue Inc	GWC	4312	1,003.16
P0326196	Office Depot	OCC	4312	1,000.00
P0326207	Oracle Corp	DIS	5638	998.00
P0326305	Apple Computer Inc	DIS	4312	972.51
P0326233	Henry Schein Inc	OCC	4312	965.53
P0326274	LT Enterprises	GWC	5638	920.00
P0326221	ProForce Law Enforcement	GWC	4312	901.33
P0326236	Computerland of Silicon Valley	CCC	5699	859.85
P0326213	KPSS Inc	GWC	4312	852.79
P0326219	KPSS Inc	GWC	4312	844.13
P0326269	Castagna Awnings	OCC	5510	816.75

Purchase Orders

P0326319	JIST Publishing	GWC	4285	792.38
P0326283	Thomson West	DIS	4285	748.78
P0326238	Dell Higher Education	OCC	4312	700.16
P0326203	Office Depot	GWC	4312	696.71
P0326214	KPSS Inc	GWC	4312	685.26
P0326331	Follett Higher Education Group Inc #1181	GWC	4285	646.50
P0326285	Grainger	GWC	4312	629.79
P0326341	Odyssey Power Corp	OCC	5657	615.00
P0326234	L & T Print Corp	OCC	4321	592.63
P0326215	KPSS Inc	GWC	4312	591.04
P0326252	Xerox Corp	OCC	5638	590.39
P0326210	Edits	GWC	4312	552.11
P0326290	Extensis	CCC	5699	549.53
P0326306	CDWG	DIS	4312	536.53
P0326310	Office Depot	OCC	4312	528.91
P0326189	Office Depot	GWC	4312	500.00
P0326212	Builders Security Locks & Services Inc	CCC	5899	500.00
P0326255	Follett Higher Education Group Inc #1094	OCC	4312	500.00
P0326311	Eberhard Equipment Inc	TRANS	5657	500.00
P0326324	Lab Safety Supply	OCC	4312	489.52
P0326209	Follett Higher Education Group Inc #1181	GWC	4285	488.38
P0326303	Kilgore Int'l	OCC	4312	464.65
P0326321	Remedia Publications	CCC	4312	439.77
P0326343	Newport Beach Chamber of Commerce	CCC	5320	425.00
P0326244	ActiveCare Inc	CCC	4312	422.38
P0326232	Exacta Dental Products Inc	OCC	4312	415.38
P0326211	Garden Grove Unified Schools	GWC	4312	400.00
P0326235	Animals Gone Wild Inc	CCC	5899	400.00
P0326294	Follett Higher Education Group Inc #1181	GWC	4312	400.00
P0326300	Amer College Health Assn	OCC	5320	400.00
P0326312	Home Depot	GWC	4312	400.00
P0326193	OCLC Inc	OCC	5110	382.83
P0326334	Premier Office Services Co	CCC	5657	373.54
P0326288	CDWG	CCC	4312	368.01
P0326223	AmericasPrinter.com	GWC	4321	363.12
P0326267	Coolgas Inc	GWC	4312	359.89
P0326197	Sehi Computer Products Inc	OCC	4312	356.98
P0326281	Xerox Corp	OCC	5638	356.78
P0326191	Office Depot	GWC	4312	350.00
P0326216	KPSS Inc	GWC	4312	343.40
P0326318	Follett Higher Education Group Inc #1181	GWC	4312	341.36
P0326284	College Board	CCC	5320	325.00
P0326278	SoCal Access & Video	DIS	5657	323.25
P0326220	KPSS Inc	GWC	4312	315.22
P0326326	Apex Audio Inc	GWC	4315	301.02
P0326253	Office Depot	OCC	4312	300.00
P0326264	NAPA	GWC	4312	288.56
P0326297	Baker & Taylor	GWC	6301	285.42
P0326308	Sehi Computer Products Inc	GWC	4315	282.63

Purchase Orders

P0326301	Baker & Taylor	GWC	6301	279.48
P0326327	Sam Ash Music Corp	CCC	4312	259.11
P0326286	Grainger	GWC	4312	250.07
P0326330	Art Supply Warehouse	GWC	4312	250.00
P0326258	CTI-Valueline	OCC	4312	227.65
P0326259	World Point	OCC	4312	224.12
P0326323	Art Supply Warehouse	CCC	4312	221.53
P0326198	GovConnection Inc	DIS	4315	219.72
P0326328	Gopher Sports	CCC	4312	211.56
P0326260	Femco Inc	OCC	5657	200.00
P0326295	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0326339	State Board of Equalization	DIS	4676	200.00
P0326227	S & S Worldwide Inc	CCC	4312	197.39
P0326298	Baker & Taylor	GWC	6301	181.85
P0326335	Int'l Crystal Labs	GWC	4312	164.23
P0326307	Computerland of Silicon Valley	GWC	4315	156.00
P0326188	CDWG	CCC	4315	151.50
P0326322	State of Calif/Military Dept (JFTB)	GWC	5684	145.00
P0326325	A Daigger & Co	OCC	4312	140.08
P0326225	CMC Rescue Inc	GWC	4312	113.14
P0326254	Follett Higher Education Group Inc #1094	OCC	4312	100.00
P0326329	Best Buy Stores LP	CCC	4312	93.18
P0326190	Office Depot	OCC	4312	90.20
P0326304	Hitt Marking Devices Inc	DIS	4312	74.62
P0326287	Grainger	GWC	4312	60.57
P0326268	Amazon.com	DIS	4285	57.41
P0326239	Dell Higher Education	OCC	4312	53.82
P0326195	CDWG	OCC	4312	53.12
P0326302	Demco Inc	OCC	4312	17.57
	Total			<u>434,382.22</u>

Object Code Legend

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

Subject **20.01 District**

Meeting Feb 15, 2012 - Regular Meeting

Category 20. Ratification / Approval of Checks

Access Public

Type Consent

File Attachments

[CheckApproval021512.pdf \(70 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
165159	Medco Health Solutions Inc Medical Prescription Claims	314,831.92
165158	Coast Community College Dist Medical Claims	183,093.35
165058	Coast Community College Dist Medical Claims	176,227.60
165059	Keenan & Associates Protected Insurance Program	155,597.91
164867	Coast Community College Dist Medical Claims	153,635.53
164897	CCCD - SEOG Spring 2012 OCC, GWC, CCC SEOG	109,069.00
164980	Capital One Public Funding LLC Energy conservation power sys for Dist Bldg	93,595.02
164823	Southern Calif Edison Co Districtwide Electricity	79,891.40
164950	Sea Clear Pools Inc GWC Pool maintenance	60,330.07
165127	OCC Associated Students CSC Clearing	53,693.84
164869	Reliastar Life Insurance Co Reinsurance Premiums	53,104.20
165022	North OC Comm College District Voyager library circulation & catalog system	50,878.00
164882	Avalon Center at Garden Grove Lease payment for One Stop Center Westminster	48,299.85
164871	Reliastar Life Insurance Co Reinsurance Premiums	43,092.54
164832	The Irvine Co LLC Lease Payment for One Stop Center Irvine	36,955.65
164903	Constellation NewEnergy Inc Districtwide Electricity	35,058.08
164909	Fairbank Maslin Maullin Metz & Associates In Feasibility study of 2012 GO Bond	34,908.00
164790	OCC Food Services Spring 2012 CARE meal cards & Mat. Fees	33,646.00
165087	Blackboard Connect Inc Districtwide Emergency notification software	28,739.73

165130	Pacific Blue Micro	26,779.16
	CCC Computer infrastructure network switch	
165089	Burke Williams & Sorensen LLP	26,154.76
	District general council legal service	
165115	Jobelephant.com Inc	25,031.53
	Districtwide job advertising	
164870	Reliastar Life Insurance Co	21,848.47
164953	SIGMANet Inc	19,899.31
165076	Accrediting Commission-CJC	17,453.00
164737	CCCD Student Refunds	16,716.34
164745	Dell Higher Education	15,183.11
165061	Atkinson Andelson Loya Ruud & Romo	13,980.07
164747	Digital Networks Group Inc	13,200.86
165144	SVM LP	12,525.00
164789	OC Treasurer-Tax Collector	12,362.00
164890	Burke Williams & Sorensen LLP	11,990.60
164989	CCC	10,824.30
164902	Commonwealth Annuity	9,018.41
164955	Southern Calif Edison Co	8,674.66
165085	Atkinson Andelson Loya Ruud & Romo	8,440.50
164794	Odyssey Power Corp	8,055.80
165095	Coast Community College Dist	6,930.00
165121	Leonard Chaidez Tree Service	6,840.00
164977	Xerox Corp	6,404.74
164962	ThyssenKrupp Elevator Corp	6,192.00
164866	Southland Industries	6,026.00
165113	ii Fuels, Inc	5,918.95
164893	Business Properties Partnership No 15	5,533.51
164990	CCC Contract Education	5,497.57
164892	Business Properties Partnership No 15	5,401.88
164891	Business Properties Partnership No 15	5,332.29
164771	Int'l Business Machines Corp	5,316.18
164732	Calif Communication	4,803.91
164895	Calif Communication	4,803.91
164840	Union Bank	4,792.72
165023	OCC Ancillary#1000-24750-8070	4,715.00
164785	Municipal Maintenance Equipment	4,658.50
165149	Vital Link OC	4,300.00
165012	L & T Print Corp	4,178.55
165124	Mesa Consolidated Water Dist	4,125.20
165157	Care Resources Inc	4,071.75

165140	SIGMAnet Inc	4,055.63
165075	Academic Senate	3,965.60
164798	Pacific Blue Micro	3,832.50
165072	Union Bank	3,752.09
164851	Western Graphics Plus	3,738.50
165133	Provantage Corp	3,731.17
165136	Samy's Camera	3,482.48
165118	L & T Print Corp	3,448.00
164875	Vision Service Plan	3,283.75
164844	US Bank	3,225.96
164908	Eberhard Equipment Inc	3,100.00
164729	Baker & Taylor	3,033.68
164748	Dyntek Services Inc	3,008.22
164828	TechRoom Inc	3,000.00
165098	Dakota Backflow Co	2,785.00
165092	Chem Pro Laboratory Inc	2,652.00
165006	Greenwood & Hall	2,500.00
164906	Dell Higher Education	2,443.08
164717	Andtech Corporation	2,439.85
165039	The Gas Co	2,351.85
165015	Maria Mai	2,343.80
165114	Irvine Pipe & Supply	2,294.56
164993	Thomas Choe	2,281.00
165132	Pride Sash	2,262.75
164864	CC Commercial Cleaning	2,247.00
164904	CR & R Inc	2,217.20
164900	Coast Community College Dist	2,200.00
164765	Holiday Inn	2,166.97
164796	Orkin Commercial Services	2,128.00
164925	Leonard Chaidez Tree Service	2,125.00
164981	CCCD Workers Comp Trust Fund	2,037.22
164816	Steven Skille	2,000.00
164716	Amico Scientific Corp	1,952.37
164834	Time Warner Cable	1,946.12
164836	Time Warner Cable	1,946.12
164837	Time Warner Cable	1,946.12
165147	Time Warner Cable	1,944.12
164838	Time Warner Cable	1,944.03
164839	Time Warner Cable	1,944.03
164835	Time Warner Cable	1,941.37
164913	Fuller Engineering Inc	1,937.20

165100	Dunn-Edwards Corp	1,878.91
165153	Smart & Final Stores LLC	1,829.85
165027	ProEducation Solutions LLC	1,800.00
164719	Aquatic Habitats Inc	1,797.81
164736	Castagna Awnings	1,788.65
164726	AT & T	1,786.16
165104	Ganahl Lumber Co	1,784.88
164865	Collins Co	1,735.09
164933	Odyssey Power Corp	1,731.13
165126	OCC Ancillary #1000-24750-5120	1,709.00
164751	Fisher Scientific	1,663.13
165152	Xerox Corp	1,662.87
164741	ControlWorks Inc	1,650.00
165156	Sitmatic	1,616.25
165049	Vietnamese Community of OC	1,600.00
165050	Vietnamese Community of OC	1,600.00
164733	Calif Tool Welding Supply	1,597.80
164936	Pacific Blue Micro	1,563.60
164742	Crop Production Services Inc	1,546.29
164935	Oracle America Inc	1,511.05
164877	Aardvark Clay Supply	1,498.48
164984	Amer Dietetic Assn	1,450.00
164928	Mutual Liquid Gas & Equipment	1,397.77
164761	Graybar Electric	1,394.72
165031	Saddleback Materials Co Inc	1,392.67
164996	Paula Coker	1,375.91
164874	Unum Ltc	1,355.80
164714	Mitchell Alves	1,353.80
165013	Phuonganh Le	1,352.71
165096	Coastal Press Inc	1,352.26
165137	SARS Software Products Inc	1,350.00
164829	TechSmith Corp	1,341.00
164795	Office Depot	1,289.12
164807	Lisa Roberts-Winger.	1,274.05
164786	Nexgen	1,269.53
164712	ACS Education Services Inc	1,223.90
164815	Simplot Partners	1,157.69
165047	US Bank	1,145.17
164727	AT & T	1,142.85
164739	Chem Pro Laboratory Inc	1,140.00
165008	Home Depot	1,125.86

164958	SunGard Higher Education Inc	1,125.00
164809	Saddleback Materials Co Inc	1,122.27
165024	Office Depot	1,108.93
164973	Western Graphics Plus	1,103.09
164766	Home Depot	1,102.92
165148	tw telecom holdings Inc	1,087.16
165016	Rachel Martinez	1,080.00
164808	Rod Blythe Investigations	1,077.75
164713	Alan's Lawnmower & Garden Ctr Inc	1,052.11
165120	Landauer Inc	1,034.61
164959	SunGard Higher Education Inc	1,025.00
165005	Akash Garg	1,024.59
165043	Time Warner Cable	978.60
164949	Sargent-Welch	978.27
164852	Xerox Corp	974.70
164896	Carolina Biological Supply	968.05
165093	Chevron	949.34
165042	Time Warner Cable	940.00
165044	Time Warner Cable	940.00
165045	Time Warner Cable	940.00
164917	Home Depot	923.76
164991	CDWG	917.91
165111	Home Depot	917.76
165138	Sehi Computer Products Inc	907.85
164824	Spicers Paper Inc	901.29
164718	Apple Computer Inc	899.40
165063	Home Depot	894.41
164760	Grainger	884.65
164778	Katherine Marasigan	879.72
164759	GovConnection Inc	877.96
164997	Computerland of Silicon Valley	859.85
164827	Michael Taylor	846.00
165017	McMaster-Carr	830.04
164820	So Cal Commercial Printing	820.47
165091	Castagna Awnings	816.75
164912	Fry's Electronics	815.25
164756	Blade Gillissen	812.72
165105	GovConnection Inc	788.49
165103	Fitzpatrick Dental Equipment Co Inc	784.92
164803	PSS World Medical Inc	754.13
164773	Johnstone Supply	753.19

164995	CoAPSGTE	750.00
164985	Aquatic Habitats Inc	729.10
165036	SunGard Higher Education Inc	720.00
164799	Phoenix Group Info Systems	694.40
165046	UPS Protection Inc	689.60
164884	Baker & Taylor	687.42
165020	Mustang Mechanical Contracting	685.00
164961	The Gas Co	663.18
164763	Hajoch Plumbing Supply	652.03
164814	Siemens Industry Inc	650.40
165037	T-Mobile USA	631.00
165128	Office Depot	624.66
165004	Fisher Scientific	621.83
164758	Goodwill of OC	620.00
165014	Joanna Lowe	612.99
164842	United States Postal Service	605.00
165033	Sehi Computer Products Inc	594.76
165151	Xerox Corp	590.39
164886	Nathalie Bigon	578.46
165079	Airgas West Inc	543.72
165065	Mineo, Donald	517.06
165062	CCN Financial Services Inc	500.00
164887	Biopac Systems Inc	485.49
164776	KPSS Inc	458.44
164994	Cirrito, Janine	455.76
164988	Carroll Promotions Inc	448.80
164721	Art Supply Warehouse	448.35
165030	Romain, Lisa	443.64
164715	Amazon.com	437.35
165101	Ewing Irrigation Products Inc	436.88
164730	Barnes & Noble Inc	428.63
164934	Office Depot	405.85
164755	Garden Grove Unified Schools	400.00
164767	HSBC Business Solutions	397.15
165066	Nash, Lionel	394.83
164920	Irvine Pipe & Supply	393.36
164848	Ward's Natural Science	384.78
164932	OCLC Inc	382.83
164855	Nancy Carri	379.11
165064	Michaelides, Anthony	376.18
165051	Whitney, Wendy	375.85

165122	lynda.com	375.00
165071	Rothman, Vicki	373.29
164971	Waxie Sanitary Supply	363.09
164970	VWR Int'l Inc	357.33
164944	Rhino Electric Supply	354.64
164967	Verizon Wireless	354.42
164746	Dept of Justice	352.00
165060	ACTT: Assn of Classroom Teacher Testers	350.19
165011	Kelly Paper	347.89
164752	Noemi Flores	345.28
164822	Lisa Sogo	339.98
165069	Preston-Smith, Julie	339.66
164791	OCE'	336.95
164966	Verizon California	322.17
164826	TALX Corp	321.00
165007	HB Chamber of Commerce	319.00
164998	Daniels Tire Service	318.57
164854	Zep Manufacturing Co	318.12
165040	The Gas Co	316.38
164888	Maria-Theresa Bonifacio	311.83
164894	Melissa Marie Bustillos	311.83
164963	Khanh To	311.83
164968	Cindy Vohland	311.83
165032	Segeberblom, Daniel	310.00
164923	JFTB/MWR	306.85
164711	Accurate Termite & Pest Control	298.00
164907	Hoang Do	295.33
164846	VWR Int'l Inc	292.89
164999	Dickinson, Candie	291.13
164853	Lale Yurtseven	289.30
164872	Henry Stumpf	289.20
164873	Megan Stumpf	289.20
164850	Waxie Sanitary Supply	288.99
164728	ATG Rehab	281.46
165067	O'Brien, Eileen	277.06
165001	Debora Dunne	275.00
164787	Jimmy Nguyen	268.63
164883	Susan Babala	266.63
164889	Eloise Brooks	266.63
164914	Georgina Garcia	266.63
164942	Saaqib Rangoonwala	266.63

164992	Miguel Celis	266.63
165048	US Bank	264.90
164927	Mopec Inc	253.41
165018	Mesa Golf Carts Inc	249.60
164782	Kimberly McCord	245.40
164849	Waterline Technologies Inc	245.10
164783	Kimberly McCord	239.40
165134	Rhino Electric Supply	230.95
164788	Nikon Inc	230.50
165010	Johnstone Supply	229.14
164919	Iron Mountain	228.17
164856	OCC Associated Students	225.54
164926	LiNKS Sign Language & Interpreting Services	225.00
165106	Grainger	219.82
164734	Carbide Tool For Industry Inc	216.58
164899	James Cline	215.28
164754	FRS Environmental	214.50
165081	Amico Scientific Corp	208.72
165070	Quadra, Indiana	203.50
164774	Kelly Paper	196.25
164868	Memorial Prompt Care Medical Group	194.00
165117	Kelly Paper	193.95
165141	Smart & Final Stores LLC	192.81
164841	United States Postal Service	190.00
164843	United States Postal Service	190.00
164964	United States Postal Service	190.00
164817	Smardan Supply Co-Orange Coast	187.62
164847	Ward's Natural Science	186.09
164931	Thanh Nguyen	183.18
164710	Academic Credentials Evaluation Institute In	180.00
165000	Pamela Drennen	177.99
164802	Premier Office Services Co	174.98
164878	Irma Alfonte	165.40
164898	Kelly Chung	165.40
164924	Hyung-Suk Lee	165.40
164954	Marlynda Slattery	165.40
164975	Charlotte Woods	165.40
164960	TALX Corp	163.50
164939	Priority Mailing Systems LLC	159.76
164750	FAES Inc	157.27
165116	Johnstone Supply	154.48

164972	Lisa Welcher	150.94
164738	CDT Inc	150.00
164825	Storage Place	150.00
165052	Stater Bros Markets	148.30
164764	Harbor Freight Tools	147.05
164885	Cheryce Bennett-Tay	146.49
164938	Grace Ponce	146.43
164947	Johanne Saichek	146.43
165003	Ernest Packaging Solutions Inc	145.90
164901	Randal Cole	138.90
164806	Refrigeration Supplies Distrib	136.61
165084	AT & T	133.96
164735	Carroll Promotions Inc	132.90
164812	Security Signal Devices	127.90
164930	Newport Exterminating	127.50
164879	Aquatic Habitats Inc	125.54
164978	Wendy Yair	124.77
164929	Joy Myers	121.62
164720	Aramark Uniform Services	119.90
164810	Sargent-Welch	117.54
164819	Thomas Snyder	116.68
165080	Allied Refrigeration Inc	112.35
164757	Angela Gomez-Holbrook	106.30
165038	The Gas Co	104.03
164905	Tim Dao	101.23
164911	Margaret Foley	101.23
164918	Trung Hua	101.23
164921	Bruce Isen	101.23
164922	Robin Jarnagin	101.23
164943	Mark Ratzlaff	101.23
164948	Raul Sanchez	101.23
164951	James Sexson	101.23
164974	Susan Wibowo Rusali	101.23
164946	Safeguard Business Systems Inc	101.00
165077	Accurate Termite & Pest Control	99.00
164811	Seaside Printing Co Inc	97.88
164969	Bridget Vu	97.68
164784	Mesa Golf Carts Inc	97.50
164770	Infinity Designs	96.98
165025	Pep Boys	96.90
164813	Sehi Computer Products Inc	95.86

164881	AT & T	95.55
165009	Hub Auto Supply	94.22
164916	Grainger	93.41
164941	Quartermaster OC	92.12
164792	OCE' Financial Services Inc	91.69
165142	Southland Medical Corp	87.29
164768	Hub Auto Supply	85.52
164753	Follett Higher Education Group Inc #1181	83.00
164818	Smog & Gas of Costa Mesa	80.00
164769	IJSS Inc	78.93
164965	Verizon California	78.43
165088	Breakfield, Margaret	78.00
165139	Sigma-Aldrich Inc	77.81
165143	Stater Bros Markets	75.60
164723	AT & T	75.46
164986	AT & T	70.29
164987	AT & T	70.29
164779	Eva Marinotti	69.00
164780	Eva Marinotti	69.00
164781	Eva Marinotti	69.00
164833	Theodore Robins Ford	65.92
165129	Orkin Commercial Services	65.00
165150	VWR Int'l Inc	64.89
164731	Battery Systems Inc	63.74
165123	Marta McLaughlin	63.54
164749	Enterprise Fleet Mgmt	63.41
165119	Mary Laihee	62.83
164910	Fisher Scientific	62.69
164937	Brenda Perdue	62.08
165131	Pep Boys	60.77
164804	Quartermaster OC	58.17
164915	Go With Jo Travel	56.00
164952	Elizabeth Shilling	55.40
164777	Main Electric Supply Co	55.39
165090	Carolina Biological Supply	55.25
164976	Xerox Corp	54.72
165082	Aquatic Habitats Inc	53.09
165102	Fisher Scientific	51.82
165068	Oliver, Brook	50.95
165125	Kathryn Mueller	50.00
164982	Plisco, David	49.80

165097	Constellation NewEnergy Inc	49.00
165002	Eberhard Equipment Inc	48.92
165107	GWC Student Health Center	48.00
165035	Stater Bros Markets	47.07
164957	Stater Bros Markets	45.99
165145	Thomas Scientific	45.50
164845	Verizon California	40.37
164821	Society of American Florists	40.00
165034	South Beach Media Inc	37.71
164805	Cynthia Reber-Bonhall	37.10
164956	Southland Medical Corp	36.21
164797	Terry Otto	35.52
164801	PL Hawn Co Inc	35.00
164831	The Gas Co	33.24
165021	New York Times	33.06
164940	Prudential Overall Supply Co	32.45
165041	Time Warner Cable	32.16
165073	Tracy Young	29.42
165094	Carolyn Clausen	29.09
164876	Vision Service Plan	27.75
164724	AT & T	27.06
165109	Halo Branded Solutions	25.81
165078	Aircraft Spruce & Specialty Co	25.08
164772	Jobelephant.com Inc	25.00
165112	Hub Auto Supply	24.31
164775	Konica Minolta Business Solutions	23.78
165028	Prudential Overall Supply Co	22.21
165110	Dale Harguess	20.59
164800	Pitney Bowes Presort Services Inc	20.26
165019	Mopec Inc	18.41
165029	Prudential Overall Supply Co	17.73
164830	The Gas Co	17.44
165135	Colleen Rymas	17.25
164945	Laila Rusamiprasert	16.76
165086	Bernan Associates	16.00
164762	GWC Petty Cash	15.99
164722	AT & T	15.89
165083	Arrowhead Mountain Spring Water	14.05
164743	Crown Ace Hardware	13.89
164740	City of Newport Beach	12.50
164880	AT & T	11.22

165099	Dell Higher Education	10.07
165108	Hajoch Plumbing Supply	9.70
165026	Pitney Bowes Presort Services Inc	8.75
165146	Thomas Scientific	8.40
164725	AT & T	4.95
164793	Oce' Imagistics Inc	3.40

Total	<u>\$ 2,387,996.42</u>
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21. Check List for General Obligation Bond Fund

Subject **21.01 District**
Meeting **Feb 15, 2012 - Regular Meeting**
Category **21. Check List for General Obligation Bond Fund**
Access **Public**
Type **Consent**

File Attachments

[Copy of CheckApprovalBond021512a1.pdf \(10 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
164979	Plumbing Piping & Construction GWC Learning Resource Ctr	737,246.04	420356
165053	HC Olsen Construction Co Inc OCC Upgrd Baseball Field	62,239.64	420228
164861	Castlerock Environmental Inc	20,036.70	420894
165155	Ward's Natural Science	17,131.39	420207
164863	TYR Inc	12,680.00	420356
165154	Keenan & Associates	10,456.00	420894
165054	Hill Partnership Inc	7,579.65	420208
165074	Pivot Interiors Inc	7,058.73	420279
164862	Castlerock Environmental Inc	5,436.30	420894
165057	UCMI Inc	2,000.00	420228
165056	Mover Services Inc	1,892.00	420279
165055	ModSpace	754.26	420399
164857	C2 Reprographics	102.27	420894
164858	C2 Reprographics	44.79	420894
164860	C2 Reprographics	43.1	420894
164859	C2 Reprographics	40.73	420894
	Final Grand Total	884,741.60	

DISCUSSION CALENDAR

(Green Pages)

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

22. Approval of Agreements

Subject 22.01 DIS - Approval of Employment Agreement, Associate Dean, Distance Learning & Professional Development, CCC

Meeting Feb 15, 2012 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approval of Employment Agreement, Associate Dean, Distance Learning & Professional Development, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Robert Nash, CCC, to serve as Associate Dean of Distance Learning & Professional Development, effective February 16, 2012 through June 30, 2013. Compensation to be \$100,667 annually, based on the appropriate step placement, including longevity. 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)

File Attachments

[Robert Nash 2011-13.pdf.pdf \(21 KB\)](#)

Subject 22.02 DIS - Approval of Employment Agreement, Dean of Enrollment Services, CCC
Meeting Feb 15, 2012 - Regular Meeting
Category 22. Approval of Agreements
Access Public
Type Discussion

Approval of Employment Agreement, Dean of Enrollment Services, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Lois Wilkerson, CCC, to serve as Dean of Enrollment Services, effective July 1, 2012 through June 30, 2014. Compensation to be \$143,811 annually, based on the appropriate step placement, including longevity. 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)

File Attachments

[Lois Wilkerson 2012-14.pdf \(21 KB\)](#)

Subject 22.03 OCC - Approve Agreement between the United States Sailing Associations (US SAILING) and the Coast Community College District (OCC School of Sailing & Seamanship) for the Purpose of Expanding On-the-Water Boater Safety Training as a Recognized Powerboat Training Center

Meeting Feb 15, 2012 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Agreement between the United States Sailing Associations (US SAILING) and the Coast Community College District (OCC School of Sailing & Seamanship) for the Purpose of Expanding On-the-Water Boater Safety Training as a Recognized Powerboat Training Center

Background: The OCC School of Sailing & Seamanship has been a US SAILING Certified sailing school for more than 10 years. This is the 2nd year for US SAILING to receive a grant from the USCG for the purpose of expanding on-the-water boater safety training. As a recognized Powerboat Training Center we will be able to benefit from this grant.

Goal/Purpose: Provide and promote Safe Powerboat Handling courses for on-the-water boater safety training in collaboration with US SAILING.

Comments (if any): We will also benefit from advertising paid for by the grant, drawing more students to our courses.

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 US SAILING and the Coast Community College District (OCC School of Sailing & Seamanship) to provide and promote on-the-water boater safety training. 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 #6)

Fiscal Review and Impact: Up to \$9,152.37 in funding to purchase approved powerboat and engine equipment. No matching required.

File Attachments

[US sailing agreement.PDF \(50 KB\)](#)

Subject **22.04 CCC - Approve Amended Agreement between the Boeing Company and the Coast Community College District to Provide Courses and Programs to Boeing Employees**

Meeting Feb 15, 2012 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Amended Agreement between the Boeing Company and the Coast Community College District to Provide Courses and Programs to Boeing Employees

1. Background: In April 2010, Coastline entered into a Corporate Agreement with Boeing to deliver the following associate degree/certificate programs to Boeing employees through their Preferred School Partner (PSP) program and in coordination with Boeing's Learning Together Program: Business, Management, Office Support Specialist and Supervision. All courses are credit-bearing, delivered online and offered in 8-week sessions at a tuition rate in line with other contract education distance learning programs, such as the military programs. The program was implemented in the summer 2010 semester. In November 2010, an Amendment was approved removing annual funding limits for specific degree/certificate programs. This Amendment updates Exhibit A and B to incorporate further changes to annual funding limits for specific degree/certificate programs, and to clarify advertising and reporting procedures.

2. Goal/Purpose: Amends Exhibit A and B to incorporate policy changes regarding funding limits, advertising and reporting procedures

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 Amended Agreement between The Boeing Company and the Coast Community College District to provide fee-based and credit bearing courses to Boeing employees through Boeing's Preferred School Partner (PSP) Program and in coordination with Boeing's Learning Together Program (LTP). The Board President, or designee, is authorized to sign the Amended Agreement and any related documents, indicating approval by the Board of Trustees. (Prior Board Approval: 11/3/10. See Boeing Attachment #7)

5. Fiscal Review and Impact: None

File Attachments

[Boeing.pdf \(156 KB\)](#)

Subject **22.05 CCC - Authorization to Enter into a Lease Agreement between Pelican Center LP, a California Limited Partnership and Coast Community College District**

Meeting **Feb 15, 2012 - Regular Meeting**

Category **22. Approval of Agreements**

Access **Public**

Type **Discussion**

Authorization to Enter into a Lease Agreement between Pelican Center LP, a California Limited Partnership and Coast Community College District.

1. Background: Coastline Community College is to enter into a Lease Agreement between Pelican Center LP, a California Limited Partnership, to lease 10,000 square feet of the property located at 17075 Newhope Avenue, Fountain Valley, CA 92708. The project is known as Pelican Center.

2. Goal/Purpose: To provide general office space for Coastline's Center for Instructional Systems Development (ISD) and the Information Technology Department. The City of Fountain Valley, a municipal corporation, has notified Coastline Community College that the current Lease Agreement for the property located at 10200 Slater Avenue, Fountain Valley (where ISD is currently located) will not be renewed after June 30, 2012.

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 Lease Agreement between Pelican Center LP, a California Limited Partnership and Coast Community College District. The term of this Agreement is for a period of sixty (60) months beginning June 1, 2012 through May 31, 2017. The Board President, or designee, is authorized to sign the Agreement. (See Pelican Center Attachment #8)

5. Fiscal Review and Impact: Annual Base Rent \$96,000. Funding from General fund.

File Attachments

[Pelican Center.pdf \(2,137 KB\)](#)

Subject **22.06 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 a Mesh Metro Ethernet Network**

Meeting Feb 15, 2012 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

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 a Mesh Metro Ethernet Network

1. Background: Subject to the terms and conditions of this Agreement, Time Warner shall provide customer with a full mesh metro Ethernet network connecting all sites as outlined in the Service Agreement Terms and Conditions document. All other existing service provider connections will be disconnected and the mesh metro Ethernet will become our primary connection.

2. Goal/Purpose: To provide a full mesh metro Ethernet network.

3. Comments (if any): The mesh metro Ethernet network is provided by Time Warner Cable and will become a critical part of the operation of the college. This network provides major advantages in additional bandwidth and redundancy connections between the sites. The bandwidth between sites will be 1Gbps. The mesh metro Ethernet network will provide connectivity for email, network resources, and access to the Internet and Banner. This is part of the Coastline Data Center relocation to Coast District Data Center.

Note: General Counsel has legal concerns about Section 14 ("Limitation of Liability") of the Agreement.

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 February 16, 2012 to February 15, 2017. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Time Warner Cable Attachment #9)

5. Fiscal Review and Impact: New expenditures of \$16,300 paid monthly for 60 months. Savings from cancellations of \$14,136 per month. Net cost impact of \$2,164 before the California Teleconnect Fund (CTF) discount. After the discount, the net cost impact is \$1,082 per month. Funding source is General fund.

File Attachments

[Time Warner Cable.pdf \(444 KB\)](#)

Subject 22.07 Approval of Employment Agreement, Associate Dean, Institutional Research & Planning, CCC

Meeting Feb 15, 2012 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approval of Employment Agreement, Associate Dean, Institutional Research & Planning, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Jorge Sanchez, CCC, to serve as Associate Dean, Institutional Research & Planning, effective February 16, 2012 through June 30, 2013. Compensation to be \$146,625.96 annually, based on the Salary Schedule at the level of D-32 y-rated, including longevity. 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)

File Attachments

[Jorge Sanchez 2011-13.doc \(46 KB\)](#)

23. General Items of Business

Subject **23.01 DIS - Authorization to Make Payment to Rancho Santiago Community College District for Services Provided by Atkinson, Andelson, Loya, Ruud & Romo (AALRR)**

Meeting Feb 15, 2012 - Regular Meeting

Category 23. General Items of Business

Access Public

Type Discussion

Authorization to make Payment to Rancho Santiago Community College District for Services provided by Atkinson, Andelson, Loya, Ruud & Romo (AALRR)

At the December 14, 2011 meeting, the Board of Trustees authorized the Chancellor to work with the CEO's from other Orange County Community College Districts and the Orange County Department of Education to identify and place under retainer Special Counsel in order to work cooperatively and collaboratively to protect Coast's interests and the integrity of the property tax revenue stream for the community college system. The Board of Trustees further authorized that any contractual action taken will be presented for ratification at the next regularly scheduled meeting. The Chancellors of Coast CCD, North Orange County CCD, Rancho Santiago CCD, and South Orange County CCD agreed to share the legal research costs related to the Orange County Property Tax issue in equal shares of 25% per district. These services are being provided by Atkinson, Andelson, Loya, Ruud & Romo and being processed through Rancho Santiago Community College District.

Fiscal Impact: Equal share of 25% of legal services for the month of December 2011 in the amount of \$2,847.60.

File Attachments

[Invoice-Property Tax Legal Counsel.pdf \(179 KB\)](#)

[Invoice-Rancho Santiago CCD.pdf \(66 KB\)](#)

24. Resolutions

Subject	24.01 Resolution #12-02 Authorizing Payment to Trustee Absent from Board Meeting
Meeting	Feb 15, 2012 - Regular Meeting
Category	24. Resolutions
Access	Public
Type	Discussion

Resolution #12-02 Authorizing Payment to Trustee Absent from Board Meeting

California Education Code Section 72024(d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board." (See Attachment #11)

Trustee Jim Moreno is absent from the Regular Meeting of February 15, 2012. A resolution has been prepared for your Board to consider, indicating that Trustee Moreno's absence is due to him performing services outside the meeting for the community college district.

File Attachments

[Resolution Moreno Absence Feb 15, 2012.pdf \(270 KB\)](#)

Subject **24.02 Resolution #12-03 Authorizing Payment to Trustee Absent from Board Meeting**

Meeting Feb 15, 2012 - Regular Meeting

Category 24. Resolutions

Access Public

Type Discussion

Resolution #12-03 Authorizing Payment to Trustee Absent from Board Meeting

California Education Code Section 72024(d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes finds that at the time of the meeting he or she was performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board." (See Attachment #12)

Trustee Lorraine Prinsky is absent from the Regular Meeting of February 15, 2012. A resolution has been prepared for your Board to consider, indicating that Trustee Prinsky's absence is due to her performing services outside the meeting for the community college district.

File Attachments

[Resolution Prinsky Absence Feb 15, 2012.pdf \(271 KB\)](#)

Subject **24.03 Resolution 12-04 to Increase Income and Expenditure Budget for 2011-2012**

Meeting **Feb 15, 2012 - Regular Meeting**

Category **24. Resolutions**

Access **Public**

Type **Discussion**

Resolution 12-04 to Increase Income and Expenditure Budget for 2011-2012

(See Attachment #13)

File Attachments

[Resolution Increase Income 12-04.pdf \(277 KB\)](#)

Subject **24.04 Resolution #12-05 Approving September - December, 2011 Budget Transfers for 2011-2012**

Meeting **Feb 15, 2012 - Regular Meeting**

Category **24. Resolutions**

Access **Public**

Type **Discussion**

Resolution #12-05 Approving September - December, 2011 Budget Transfers for 2011-2012

(See Attachment #14)

File Attachments

[Resolution Budget Transfers 12-05.pdf \(189 KB\)](#)

25. Approval of Minutes

Subject	25.01 DIS - Approval of Minutes
Meeting	Feb 15, 2012 - Regular Meeting
Category	25. Approval of Minutes
Access	Public
Type	Discussion

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Minutes of the following meeting(s) be approved:

Regular Meeting of February 1, 2012

26. Close of Meeting

Subject	26.01 Close of Meeting
Meeting	Feb 15, 2012 - Regular Meeting
Category	26. Close of Meeting
Access	Public
Type	Action

26.01 Adjournment



Regular Meeting
Board of Trustees
Coast Community College District
District Board Room

5:00 p.m. Closed Session, 6:30 p.m. Open Session

Wednesday, February 1, 2012

MINUTES*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on February 1, 2012 in the Board Room at the District Office.

1.00 Preliminary Matters

1.01 Call to Order

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

1.02 Roll Call

Trustees Present: Jim Moreno, Mary Hornbuckle, Lorraine Prinsky, Jerry Patterson and David Grant. Student Trustee Joe Venegas III joined the meeting at 6:30 p.m.

Trustees Absent: None

1.03 Opportunity for Public Comment (Closed Session - Items on Agenda)

There were no requests to address the Board.

1.04 Recess to Closed Session

The Board recessed to Closed Session at 5:04 p.m. to discuss the following items:

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

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

1. Faculty Special Assignments
2. Substitute Faculty

3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
6. Classified Management
7. Classified Staff
Admin Assistant to VP Student Services
8. Reclassification and Reorganization/Reassignment
Staff Aide
9. Classified Temporary Assignments
Child Development Specialist
Special Assignment
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

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

1.04.03 Conference with Legal Counsel: Anticipated Litigation

Potential initiation of litigation pursuant to sub-section "c" of *Government Code* Section 54956.9: Two cases

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

Coast Community College Association vs. Coast Community College District
Public Employment Relations Board Case No. LA-CE-5436-E
Damian Rodriguez vs. George Phan et al., Orange County Superior Court Case
No. 30-2011-00445563
Coast Federation of Educators vs. Coast Community College District, Public
Employment Relations Board Case No. LA-CE-5578-E
William Miles vs. Golden West College et al., Orange County Superior Court
Case No. 30-2011-00504551

1.04.05 Conference with Labor Negotiator
(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor of 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

1.04.06 Public Employee Performance Evaluation
(Pursuant to Government Code Section 54957)

Position: Chancellor

1.05 Reconvene Regular Meeting

The meeting was reconvened to Open Session at 6:35 p.m.

1.06 Pledge of Allegiance –Trustee David Grant

Trustee Grant led the Pledge of Allegiance to the United States of America.

1.07 Report of Action from Closed Session

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Trustee Prinsky and seconded by Ms. Hornbuckle, the Board voted unanimously to approve **Item 1.04.01 Public Employment.** (See Appendix pages 14-20).

Motion carried with the following vote:

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

1.08 Public Comment (Open Session)

There were no requests to address the Board.

1.09 Presentations and Ceremonial Resolutions

1.09.01 Adoption of Ceremonial Resolution Acknowledging Jaima Bennett for Being Selected for the Hayward Award for "Excellence in Education"

It was moved by Mr. Moreno and seconded by Dr. Prinsky to adopt the resolution acknowledging Jaima Bennett for being selected for the Hayward Award for "Excellence in Education".

Aye:	Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No:	None
Absent:	None

2.00 Informative Reports

2.01 Report from the Chancellor

Dr. Andrew Jones, 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 Presidents of Student Government Organizations

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

Tarez Henderson, Coastline Community College
Catherine Tran, Orange Coast College

2.04 Reports from the Academic Senate Presidents

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

Margaret Lovig, Coastline Community College (CCC) Academic Senate President
Vesna Marcina, Orange Coast College (OCC) Academic Senate President
Theresa Lavarini, Golden West College (GWC) Academic Senate President

2.05 Reports from the Presidents of Employee Representative Groups

There were no reports from Presidents of Employee Representative Groups.

2.06 Reports from the Board of Trustees

Board members provided individual reports.

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

The Board reviewed the dates of the upcoming Board Committee meetings, and provided updates on committee activities and meetings.

2.08 Report to the Board of Trustees on the Results of the District Opinion Survey.

Dr. Richard Bernard of Fairbank, Maslin, Maullin & Associates, provided a report to the Board on the results of the recently conducted public opinion poll.

2.09 Quarterly Financial Status Report

W. Andrew Dunn, Vice Chancellor of Finance and Administrative Services, presented a Quarterly Financial Status Report to the Board.

2.10 Coast Community College District Initial Proposal for 2011-2012 Negotiations with the Coast Federation of Classified Employees (CFCE-Local 4794)

The Board received the District's initial proposal for 2011-2012 negotiations with the Coast Federation of Classified Employees.

2.11 Receive Initial Proposal from the Coast Federation of Classified Employees (CFCE) to Open Negotiations Between the CFCE and the Coast Community College

The Board received the initial proposal from the Coast Federation of Classified Employees to open negotiations between the CFCE and the District.

2.12 Staff Report from W. Andrew Dunn, Vice Chancellor of Administrative Services and Finance, on the Coast Community College District Enterprise

Mr. Dunn provided a report to the Board on the Coast Community College District Enterprise.

3.00 Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2011/2012 as presented in the February 1, 2012 Agenda.

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

The Board reviewed the meetings and conferences of the AACC, ACCT, CCLC and CCCT.

3.03 The Board Directives Log

3.04 Buildings and Grounds Reports

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the February 1, 2012 Agenda.

CONSENT CALENDAR (Items 4 - 21)

Mr. Bryan requested that the Standard Internship Agreement for Golden West College on page 39 of the agenda be pulled. On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the remainder of the Consent Calendar.

Motion carried with the following vote:

Aye:	Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No:	None
Absent:	None

DISCUSSION CALENDAR

22.00 Approval of Agreements

22.01 OCC - Authorization to Enter into an Agreement between the Coast Community College District (Orange Coast College) and the 32nd District Agricultural Association for Reciprocal Use of Parking Lots and the Use of the Pacific Amphitheatre for the Orange Coast College Commencement on May 23, 2012

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to move this item to the February 8, 2012 agenda with clarification of specific language referring to "District".

Motion carried with the following vote:

Aye:	Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No:	None
Absent:	None

22.02 DIS - Authorization to Enter into an Agreement with Stradling, Yocca, Carlson & Rauth for Bond Counsel for Potential 2012 General Obligation Fund

On a motion by Mr. Patterson and seconded by Mr. Grant, the Board voted to authorize the Chancellor and District General Counsel to negotiate the Agreement with Stradling, Yocca, Carlson & Rauth for bond counsel, and to return the Agreement for final approval by the Board of Trustees on February 15, 2012, with clarification on fees.

Fiscal Review & Impact: Fees are paid only as a function of a successful election and the issuance(s) of bonds.

Motion carried with the following vote:

Aye:	Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No:	None
Absent:	None

22.03 OCC - Approve Non-Standard Amendment to an Agreement between Credential Order Processing Services (COSPI) and the Coast Community College District for the Distribution of Parking Permits to Students

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to move this item to the February 15, 2012 with a request for additional details including Fiscal Impact.

Motion carried with the following vote:

Aye:	Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No:	None
Absent:	None

22.04 OCC - Approve Non-Standard Agreement between Richard McGaffigan, an Independent Contractor, and Coast Community College District, on behalf of Orange Coast College, for Provision of Evaluation Services on the Grant Funded by the Orange County Health Care Agency: Alcohol Prevention Services on Community College Campuses

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted to approve the Agreement between Richard McGaffigan and the Coast Community College District for the purpose of provision of evaluation services on the grant funded by the Orange County Health Care Agency: Alcohol Prevention Services on Community College Campuses. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Subcontract amount of \$9,000 for FY 11-12 to be paid from grant funds, at no expense to the district.

Motion carried with the following vote:

Aye:	Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No:	None
Absent:	None

22.05 DIS - Authorization to Enter into an Agreement with The Lew Edwards Group for Informational Campaign Consulting Services for Potential 2012 General Obligation Bond Measure

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to authorize the Chancellor and District General Counsel to negotiate the Agreement with the Lew Edwards Group for campaign consulting services, and to return the final Agreement, with clarification of fees, for approval by the Board on February 15, 2012.

Fiscal Review & Impact: Fees will be paid through a combination of District and Auxiliary resources.

Motion carried with the following vote:

Aye:	Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No:	None
Absent:	None

22.06 OCC - Approve Non-Standard Agreement between Lance Segars, an Independent Contractor, and Coast Community College District, on behalf of Orange Coast College, for Provision of Evaluation Services on the Grant Funded by the Orange County Health Care Agency: Alcohol Prevention Services on Community College Campuses

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to approve the Agreement between Lance Segars and the Coast Community College

District for the purpose of provision of evaluation services on the grant funded by the Orange County Health Care Agency: Alcohol Prevention Services on Community College Campuses. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Subcontract amount of \$6,000 for FY 2011-12 to be paid from grant funds, at no expense to the district.

Motion carried with the following vote:

Aye:	Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No:	None
Absent:	None

22.07 OCC - Approve Non-Standard Contract between the Department of Industrial Relations and the Coast Community College District (Orange Coast College) for the Purpose of Conflict Resolution for the Workplace Services

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the Agreement between California State Mediation and Conciliation Service and the Coast Community College District for the purpose of providing a mediation and conciliation services to the Physical Education Department. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Orange Coast College to fund \$5,000 from the Administrative Services discretionary funds.

Motion carried with the following vote:

Aye:	Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No:	None
Absent:	None

23.00 Buildings and Grounds Approvals

23.01 DIS - Acceptance of Voluntary Default, F. Rodgers Corporation, and Authorization to Enter into Agreement with Guarantee Company of North America USA and Best Contracting Services, Inc.

On a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted to accept the voluntary default of F. Rodgers Corporation and authorized Staff and District General Counsel to negotiate an agreement and return the contract with Surety and Best Contracting for approval at the February 8, 2012 meeting.

Fiscal Impact: No cost impact to the District. Surety will be responsible for additional costs incurred resulting from the default of their insured.

Motion carried with the following vote:

Aye: Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No: None
Absent: None

24.00 General Items of Business

24.01 OCC - Authorization to Conduct a Short-Term Study Program in New York City, New York

On a motion by Mr. Venegas and seconded by Dr. Prinsky, the Board voted to approve the standard travel contractor agreement to conduct a program in New York City, New York, revised dates to June 10-16, 2012. Christina Amaral, full time instructor, OCC, and Michelle Craner, part time instructor, will serve as faculty. Two Fashion classes will be taught. All logistical arrangements will be handled by revised contractor Cover New York II, LTD. Payments to be made through the Bursar's Office.

Fiscal Impact: No cost to the District. The cost for the course will be built into the program fees. The course will not generate FTE's. 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.

Motion carried with the following vote:

Aye: Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No: None
Absent: None

24.02 DIS - Acceptance of Public Opinion Poll Results and Authorization to Proceed with Ballot Measure Development/Public Information Phase

On a motion by Mr. Grant and seconded by Dr. Prinsky, based upon the findings of the feasibility study, the Board voted to (1) Accept the findings of the Public Opinion Poll presented by FM3, (2) Remove from consideration a General Obligation Bond ballot measure in the June 2012 election and (3) Authorize the Internal Working Group to proceed with ballot measure development/public information phase

Fiscal Impact: None.

Motion carried with the following vote:

Aye: Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No: None
Absent: None

24.03 OCC - Authorization to Conduct a Short-Term Study Abroad Program in Cambridge, England

On a motion by Mr. Venegas and seconded by Dr. Prinsky, the Board voted to

authorize a standard travel contractor agreement to conduct a summer in Cambridge, England Study Abroad Program during summer 2012. All logistical arrangements will be handled by Reach Cambridge. Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Raymond Obstfeld, Orange Coast College, will serve as faculty. Authorization to conduct the summer in Cambridge, England Study Abroad Program was given on April 6, 2011. The Chancellor or the Vice Chancellor, Administrative Services and the Interim Vice Chancellor, Educational Services are 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.

Motion carried with the following vote:

Aye:	Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No:	None
Absent:	None

24.04 DIS - Adoption of Budget Calendar for 2012-2013

On a motion by Mr. Patterson and seconded by Mr. Venegas, the Board voted to adopt the budget calendar for 2012-2013.

Motion carried with the following vote:

Aye:	Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No:	None
Absent:	None

24.05 DIS - Approval of Contractors for FY 2011-2012 Pursuant to District's Standard Annual Agreement for Contractor Services

At the request of the Chancellor, Drew and Associates and Resources Development Services were pulled from this item. On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to approve the list of contractors, as amended, for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2011-2012. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price.

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

Claridge Products and Equipment, Inc
180 N Sherman Avenue
Corona, CA 92880

Professional Plumbing & Drain Cleaning, Inc
1739 Douglass Rd Suite I
Anaheim, CA 92806

Motion carried with the following vote:

Aye: Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and
Mr. Venegas III
No: None
Absent: None

25.00 Approval of Minutes

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to approve the Minutes of the Regular Meeting of January 18, 2012.

Motion carried with the following vote:

Aye: Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and
Mr. Venegas III
No: None
Absent: None

26.00 Policy Implementation

26.01 DIS - Adoption of Board Policy 6340 Contracts

26.02 DIS - Adoption of Board Policy 6100 Delegation of Authority

On a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to move Items 26.01 and 26.02 to the February 8, 2012 agenda.

Motion carried with the following vote:

Aye: Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and
Mr. Venegas III
No: None
Absent: None

26.03 DIS - Approval of Board Policy 2740 New Trustee Orientation

26.04 DIS - Adoption of Revised Board Policy 5030 Student Fees and Charges, and Replacement of Board Policy 5032 District Fee Schedule with Administrative Procedure AP 5030 Student Fees and Charges Schedule

At the request of the Chancellor, on a motion by Mr. Patterson and seconded by Ms. Hornbuckle, the Board voted to move Items 26.03 and 26.04 to the February 8, 2012 agenda.

Motion carried with the following vote:

Aye: Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and
Mr. Venegas III
No: None
Absent: None

27.00 Close of Meeting

27.01 Adjournment

There being no further business, on a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the Board voted to adjourn the meeting at 8:20 p.m.

Motion carried with the following vote:

Aye:	Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky, Mr. Patterson, Mr. Grant and Mr. Venegas III
No:	None
Absent:	None

Secretary of the Board of Trustees

**The Student Trustee of the Coast Community College District is provided with an advisory vote to the Board of Trustees, per Board Policy 2015. As such, the Student Trustee's votes recorded within these minutes are advisory only in nature and are not counted in the final outcome of each action taken by the Board. Additionally, per Board Policy 2015, the Student Trustee does not participate in Closed Session meetings of the Board, therefore, votes reported from Closed Session will not include a reference to the Student Trustee.*

APPENDIX

	Page
A. Public Employment.....	14-20

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, MTH = Part Time Misc. Teaching Rate, IUM = Full Time Certificated Instructional Unit Assistant, IUH = Part Time Certificated Instructional Unit Assistant, EXM = Full Time Certificated Extra Pay, EXH = Part Time Certificated Extra Pay, UNT = Part Time Certificated Unit Regular, PDM = Full Time Certificated Per Diem, PDH = Part Time Certificated Per Diem, INT = Intersession, SMM = Full Time Certificated Summer, SMH = Part Time Certificated Summer, ACS = Academic Senate.

COASTLINE COLLEGE**EDUCATION BOUND US PROGRAM - EBUS**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Parker, Spurgeon	02/06/12	05/25/12	MTH	\$44.36

IMPORT EXPORT WEB STUDENT MANUAL

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Aubry, Michael	02/03/12	06/30/12	EXH	\$29.46

BUSINESS EDUCATION STATEWIDE ADVISORY COMMITTEE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Mathias, Richard	02/03/12	06/30/12	EXH	\$29.46
Whitson, Stephen	02/03/12	06/30/12	EXH	\$29.46

INTELLECTUAL DISABILITY DEPARTMENT PLANNING MEETINGS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ardolino, Maureen	02/02/12	05/30/12	EXH	\$29.46
Barrett, Debra	02/02/12	05/30/12	EXH	\$29.46
Desmond, Deborah	02/02/12	05/30/12	EXM	\$43.55
Foreman, Jill	02/02/12	05/30/12	EXH	\$29.46
Platfoot, Shirley	02/02/12	05/30/12	EXH	\$29.46
Semer, Lynn	02/02/12	05/30/12	EXH	\$29.46

GOLDEN WEST COLLEGE**STUDENT LEARNING OUTCOMES COORDINATOR (Per Article XI CFE Agreement)**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Cassens, Treisa	01/30/12	05/27/12	EXM	\$43.55

Justification: Clerical error, not submitted for previous Board with other Coordinator assignments

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>
Barua, Dibaker	01/30/12	05/27/12	IUM	\$1514.00	English
Cassens, Treisa	01/30/12	05/27/12	IUM	\$1514.00	Library
Marchbank, Ernest	01/30/12	05/27/12	IUM	\$1514.00	EOPS

Justification: Clerical error, not submitted for previous Board with other IUA assignments

HOURLY COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Fong, Nancy Ann	02/02/12	05/25/12	UNT	\$61.88
Icaro-Boider, Rubirosa	02/02/12	05/25/12	UNT	\$61.88
Jefferies, Christine	02/02/12	05/25/12	UNT	\$73.94
Lane, Andrea	02/02/12	05/25/12	UNT	\$73.94

ORANGE COAST COLLEGE**COACH STIPEND**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lee, Adam	01/01/12	01/30/12	EXM	\$43.55

Justification: To cover for instructor who retired early

SPRING PHOTO GALLERY CURATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kraft, Richard	02/02/12	05/30/12	EXM	\$43.55

CTE TRANSITIONS GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Plum, Caryn	02/02/12	06/30/12	EXH	\$29.46

PART TIME LIBRARIAN

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Eutimio, Alfredo	01/30/12	05/27/12	UNT	\$73.94
Schmidt, Valerie	01/30/12	05/27/12	UNT	\$73.94
Smith, Ward	01/30/12	05/27/12	UNT	\$61.88

Justification: Paperwork sent to District after deadline for earlier Board

GUEST LECTURER IN DANCE DEPARTMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Place, Donna Lee	02/03/12	02/03/12	EXH	\$29.46

COUNSELOR OVERLOADS

Overload assignments for the following evening counselors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **02/02/12 to 05/27/12** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

OCC

<u>Name</u>	<u>LHE</u>
Nguyen, Tri	3.33

FACULTY OVERLOAD

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/30/12 to 05/27/12** 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>
Jaramillo, Eli	3.83
Kramer, Bryan	3.67

OCC

<u>Name</u>	<u>LHE</u>
Alves, Mitchell	3.00
Appel, Matthew	1.84
Arismendi-Pardi, Eduardo	5.00
Avetisian, Sonia	6.00
Baker, Cheryl	2.00
Baker, Karen	6.00
Bender, Edward	7.50
Bialecki, Michael	0.99
Blair, Jamie	4.50
Congleton, John	0.99
Contopoulos, Nicholas	10.50
Cooley, Timothy	6.00
Drum, Stephen	7.01
Elliot, Kelli	4.25
Faridi, Abbas	7.00
Frenchen, Richard	0.67
Gonzales, Shirley	5.67
Guerra, Arnold	6.99
Harlow, Richard	4.67
Hidden, Marta	3.00
Hussain, Syed	7.00
Kelly, Dennis	1.34
Khamneian, Haedeh	4.50
Koines, Andrew	6.00
Laux, John	5.67
Maekawa, Naoko	3.00
Maughan, Helen	3.00
Millikin, Evan	3.00
Moore, Arthur	6.00
Moore, Greg	9.00
Mucciario, Thomas	1.17

Muir, Robert	6.00
Nauta, Dale	5.00
Perkins, Marc	8.00
Sam, Thinh	6.50
Sogo, Lisa	1.34
Sohl-Ellison, Linda	0.50
Soto, Ricardo	6.00
Vieau, Arlene	3.83
Voicu, Mariana	6.00

2. Substitute Faculty

Part time Faculty Substitutes

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 2011-12 academic year.

Orange Coast College

Chan, Robert
Eutimio, Alfredo
Raskin, Debra Graham
Schmidt, Valerie
Smith, Ward

3. Full time Faculty

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

Temporary Faculty

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start/End Date</u>	<u>Plcmt</u>
Lee, Adam	OCC	Temp Instructor, Physical Education	01/30/12 to 05/27/12	A-I-07

Justification: Hired to replace faculty who retired early

4. Part time Faculty

SPRING

Assignments during the period **01/30/12-05/27/12** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency. The items listed below have been submitted late for Board approval due to scheduling conflicts, last minute program requirements and student enrollments demands.

Coastline College

<u>Name</u>	<u>LHE</u>
Atkins, Courtney	1.375
Brock, Marilyn	3.000
Gardea, Serena	6.000
Hall, Leva	3.375
James, Scott	3.000
Kuang, Jessica	1.125
Levenshus, Johsua	3.000
Pirino, Georgia	7.500
Pourezza, Atousa	7.500
Reisch, Carla	6.000
Siefkes, Ashlie	3.000
Strauss-Thacker, Esther	3.000
Web, John	3.000
Wegter, Rachel	3.000

Golden West College

<u>Name</u>	<u>LHE</u>
Aispuro, Enrique	4.630
Atherton, Anthony	3.000

Bedard, Bart	5.000
Bravek, Lester	9.380
Brown, Zachary	6.750
Burger, Alice	3.670
Chan, Dennis	6.500
Chandra, Jyoti	2.250
Chao, Iris	8.000
Cunningham, Christopher	5.670
Desmond, Christian	6.250
Elgindi, Isaac	6.000
Hollow, Anthony	4.250
Langdon, Spencer	6.750
Leipzig, Victor	7.500
Lewin, Stephen	8.250
Lindsay, Don	8.250
Long, Barbara	2.170
Luong, Andy	2.250
Ma, Daniel	6.000
Mack, Lorna Joeline	5.250
Magallanes, Francisco	10.00
Mages, Dan	4.500
McKeachie, Ryan	6.000
Michelotti, Andrea	4.000
Minear, Samantha	5.330
Moreland, Eddie	8.750
Murray, Tanya	9.750
Muzic, Renee	4.500
Nguyen, Frank	8.500
Nguyen, Hang Minh	7.500
Nguyen, Kelly	5.000
Nobles, Stephanie	8.500
Parikh, Janaki	4.500
Pawson, John	6.500
Pierce, Lowell	4.500
Sahebifard, Hanna	4.250
Salazar, Yvonne	7.880
Schult, Catherine	6.000
Sineri, Loretta	3.670
Snedeker, Mary	6.450
Snodgrass, Terrance	3.000
Sullivan, Maureen	4.500
Tenno, Milton	2.000
Walker, Malin Backlund	4.250
Wimmer, Ronda	8.250
Valinluck, Michael	6.750
Zeighami, Farid	5.250

Orange Coast College

<u>Name</u>	<u>LHE</u>
Area, Sheryl	3.000
Beale, Michael	5.872
Bennett, Jane	6.000
Bertheaud, Stanley	3.250
Bezaire, David	3.750
Bishop, Dennis	7.500
Blanc, George	3.000
Borkenhagen, Brian	3.500
Bowman, Donald	7.500
Bright, Lynn	7.500
Budwig, Eric	3.250
Carey, Michael	1.000
Carter, John	1.813
Causey, Desiree	4.500
Cervantes, Aureliano	6.750
Clark, Bret	9.625

Chow, Brian	2.750
Clough, Brian	6.750
Crockett, Cameron	3.500
Decker, Dawn	9.240
Della Marna, Loren	3.250
Ely, Cynthia Jean	9.000
Fernandez, Gabriella	5.625
Fertal, Matthew	3.000
Flowers, Carol	10.000
Ford, James	3.000
Fratantaro, Edward	7.500
Fuller, Brent	9.000
Grane, Barbara	7.125
Grooms, Mark	7.500
Hamilton, Julie	4.500
Henderson, Karl	8.250
Hietschold, Julia	5.620
Hostetler, Sheila	9.000
Itzen, Jana	2.400
Itzen, William	9.100
Johnson, Douglas	5.000
Kelly, James	3.000
Kerins, John	7.500
Klammer, Karen	7.500
Koui, Cynthia	7.000
Krallman, Keith	3.000
Kushin, Miles	6.625
Larnard, Howard	1.500
Lee, Robert	8.000
Lillycrop, John	6.750
Lindquist, Robert	7.500
Manuck, Richard	8.000
Margolin, Cathryn	5.000
Martin, Shana	3.000
Martinez, Rachel	4.118
McHugh, Denise	4.000
Meadows, Arnold	5.000
Nerad, Patrick	8.625
Ochwatt, Jodie	3.000
O'Connor, Robin	5.000
Palmer, Jeffrey	5.439
Pirona, Diego	9.750
Pullman, Lori	8.750
Radford, Shirley	4.250
Rafferty, Michael	2.100
Robertson, Darrin	2.750
Rosenberg, Arthur	3.000
Scholz, Suzanne	3.000
Seilo, John	8.000
Stanich, Sandra	7.500
Stebbins, John	10.000
Stickel, Karl	7.875
Stoneking, Joyce	6.000
Tate, Gregory	8.500
Tran, Ben	6.250
Woodward Jr., Gerald	4.000
Zachwieja, Thomas	6.750
Zaki, Sohair	4.000
Zitter, Jeremy	5.000

5. Educational Administrator

None.

6. Classified Management

None.

7. Classified Staff

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

Transfers

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Kilayko Cruz, Sheila	OCC	Admin Assistant to VP Student Services	02/06/12	E-55-05	O-017-12

8. Reclassification and Reorganization/Reassignment

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

Classified

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Dupuy, Lisa	DIST	HR Technician E-45	Staff Aide E-48	02/02/12

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):

Extension of 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>
Aguillon, Jessica	OCC	Child Care Cntr Assist	Child Develop Specialist	Extend from 01/31/12 to 02/29/12	E-41-05
Perdue, Brenda	CCC	Staff Assist	Special Assign	Extend from 02/01/12 to 04/30/12	E-52-05

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Dawood, Wafa*	OCC	01/19/12	06/30/12	110001-200001	M,T,W,TH,F
Edge, Jaime	OCC	02/02/12	06/30/12	124010-259704	M,T,W,TH,F
	OCC	02/02/12	06/30/12	127057-245500	M,T,W,TH,F
Rodgers, Martina	OCC	02/02/12	06/30/12	127057-245500	M,T,W,TH,F
Winther, Lauren	CCC	02/02/12	06/30/12	120010-850101	M,T,W,TH,F

*Justification: Further support needed during interview period for transfer of division coordinator to District

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>
Finch, Marcy	OCC	02/02/12	06/30/12	812001-201592	M,T,W,TH,F
	OCC	02/02/12	06/30/12	110001-201591	M,T,W,TH,F
	OCC	02/02/12	06/30/12	120176-251045	M,T,W,TH,F
Moon, Jooyeon	OCC	02/15/12	06/30/12	812001-201592	M,T,W,TH,F
	OCC	02/15/12	06/30/12	110001-201591	M,T,W,TH,F
	OCC	02/15/12	06/30/12	120176-251045	M,T,W,TH,F

Nguyen, Michael	OCC	02/02/12	06/30/12	110001-234000	M,T,W,TH,F
Nguyen, Stacy	CCC	02/02/12	06/30/12	120182-856601	M,T,W,TH,F
Tafoya, Matthew	OCC	02/02/12	06/30/12	110001-200300	M,W,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Pham, Tram	OCC	02/02/12	06/30/12	812020-205404	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>
Arana, Rocio	OCC	02/02/12	06/30/12	812020-205401	M,T,W,TH,F
	OCC	02/02/12	06/30/12	812020-205404	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Johansson, Seth	GWC	02/02/12	06/30/12	110001-347151	M,T,W,TH,F
Kennedy, Mary*	CCC	01/11/12	06/30/12	124007-856101	M,T,W,TH,F

*Justification: Department emergency due to last minute notice of assignment

11. Substitute Classified

None.

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.

District

Cruz, Edwin

Golden West College

Nguyen, Tram

Orange Coast College

Daniels, Donny
 Fitzgerald, Patricia
 Hamagami, Mariko
 Huynh, Uyensa
 Lezama, Johnny
 Middleton, Stoney
 Novinrad, Hanrieh
 Pattis, George
 Sajadi, Hiram
 Yu, Joshua

**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	Jan 18, 2012	Lorraine Prinsky 2nd Jerry Patterson	Chancellor	Staff to review the report on the Los Angeles Community College District (L.A. Times) regarding lax leadership in building management, and report back with any recommendations that would be beneficial to our District.	Pending	P
2	Nov 16, 2011	Mary Hornbuckle 2nd Jerry Patterson	Board	Board Engagement in Accreditation: Review of Accreditation Drafts	Pending	P
3	March 16, 2011	Jim Moreno 2nd Mary Hornbuckle	Chancellor	Report requested by Trustee Jim Moreno on ESL Courses offered at Orange Coast College. (Added to Board Log at 11/16/11 Meeting)	Pending	P
4	April 6, 2011	Jim Moreno 2nd Mary Hornbuckle	Chancellor	Report requested by Trustee Jim Moreno on Disaster Preparedness. (Added to Board Log at 11/16/11 Meeting)	Pending	P
5	Nov 2, 2011	Mary Hornbuckle 2nd Jim Moreno	Chancellor	A brief presentation requested by Trustee Mary Hornbuckle regarding Credits for College.	Pending	P
6	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	P
7	Sept 17, 2008	Jim Moreno; 2 nd Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Spring 2011	P





Coast Federation

AFT Local 4794

A Union of Professionals

Classified Employees

CFCE.org



January 25, 2012

Dr. Deborah Hirsh
Vice Chancellor, Human Resources
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

RE: Sunshine Contract Articles – Successor Agreement

Dear Dr. Hirsh,

The items to be "sunshined" at the February 1, 2012, Board of Trustees meeting by the Coast Federation of Classified Employees, for the reopening of the successor collective bargaining agreement, include but are not limited to the following provisions:

Article 7 – Employee Status

- Open communication between Federation and District
- Revise probationary automatic extension
- Clarify employee status language

Article 10 – Performance Appraisal

- Procedure for dealing with false information in appraisals
- Clarification of language
- Clarify timeline for appraisal schedule

Article 12 – Reclassification

- Revise current process based on committee input

Article 17 – Leaves of Absence

- Inclusion of language for voting time off
- Inclusion of language for Exhaustion of Benefits/Reemployment Rights
- Expand language to include under FMLA to include caring for Armed Forces members
- Inclusion of language to keep National Guard and reserves whole during training

Article 19 – Salaries

- Expansion of step and column provisions to include "Quality Employee Retention" equivalent to longevity pay
- Revise current out-of-class language to ensure equity and fairness

Article 26– Nondiscrimination, Equal Employment Opportunity, Harassment and ADA

- Expand language to include whistle blower protection
- Make language more definitive

Attachment 1

CFCE Office at Orange Coast College
2701 Fairview Road, Costa Mesa, CA 92626
(714) 432-5179 Fax: (714) 432-5661



CFCE Office at Golden West College
15744 Golden West Street, Huntington Beach, CA 92647
(714) 892-7711 x58765 Fax: (714) 895-8155

Please contact me if you have any questions.



Ann Nicholson, President
Coast Federation of Classified Employees
AFT 4794

Cc Dr. Andrew Jones, Chancellor
Jerry Patterson, Board of Trustees President
Christian Teeter, Secretary to the Board

Attachment _____

Pursuant to Section 3547(a) of the *Government Code*, the following proposal is submitted by the Coast Community College District as its initial proposal for negotiations of a successor agreement with the Coast Federation of Classified Employees/American Federation of Teachers AFL/CIO (CFCE/AFT – Local 4794). It is anticipated that the negotiations process for this successor agreement will continue to embrace Interest Based Bargaining (IBB), either in full or part, a joint venture initiated by the District, the Coast Federation of Classified Employees (CFCE), and the Coast Federation of Educators (CFE), in 2010-11. If the IBB process is continued, specific interests will be shared and solutions will be jointly developed during a facilitated negotiations process. The District considers any article opened by the CFCE for negotiations, as being opened for both parties and subject to modification; therefore, it is the District's intent to respond to each article opened for negotiations by CFCE.

The District's proposal is conceptual in nature, with specific language to be developed during the negotiations process. The District reserves its rights to modify its initial proposal by opening additional articles and/or sections, as it deems necessary and appropriate. Through negotiations, the ongoing fiscal challenges will need to be addressed. Relative to the fiscal challenge, in addition to unpredictable funding from the State, the percentage of the General Fund devoted to the direct costs of employment hovers at approximately 88% instead of a more sustainable 85% level, and health benefits costs are expected to continue to escalate above COLA.

Articles proposed for negotiations include but are not limited to the following:

Article 7 – Employee Status

7.2 Short Term Employees

- Alter limitation of days to be consistent with Education Code

7.4 Probationary Period

- Extension of probationary period to be congruent with Education Code
- Clarification of appraisal schedule

Article 10 – Performance Appraisal

10.3 Performance Appraisal Report

- Revise form

10.4 Performance Appraisal Schedule

- Revise timelines and evaluation cycle
- Incorporate Language Relating to Action Plans for Performance Improvement

Article 17 – Leaves of Absence

- Clarification of notice requirements for absences without prior approval
- Clarification of language pertaining to submission of absence forms

- Update to reflect current law or practices

17.12 Unauthorized Absence

- Include additional language relating to job abandonment

17.13 Abuse/Misuse of Sick Leave

- Add language to complete this section of the contract

Article 18 - Professional Development

18.4 Procedures

- As the District evolves its Professional Development vision and implementation to satisfy Board of Trustees interest (#2), changes that affect classified employees must be negotiated

Article 19 - Salaries

19.2 Longevity Pay

- Clarify concept and restructure or remove current language

19.4 Salary Schedules

- Develop compensation formula

Article 20 – Employee and Dependent Benefits

20.5 Federation Recommendations Regarding Fringe Benefits Program

- Include establishment of a collaborative benefits negotiations process that would bring both the CFE and the CFCE together at on "Joint Labor Management Health Benefits Negotiations Table."

Article 21 - Retirement

21.1 Continuation of Insurance upon Retirement

- Modify the eligibility requirement for continuance of district insurance benefits

Article 22 - Disciplinary Procedure

22.6 Steps in Progressive Discipline

- Modify to streamline steps

22.11 Suspensions of Four (4) or More Days

- Clarify existing language

WALDEN UNIVERSITY

GRADUATE STUDENT FIELD EXPERIENCE FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into on this 27th day of January, 2012, by and between WALDEN UNIVERSITY, LLC ("Walden") and COAST COMMUNITY COLLEGE DISTRICT, (DISTRICT), WHEREAS, DISTRICT OPERATES GOLDEN WEST COLLEGE ("Field Site").

RECITALS

WHEREAS, Walden offers an accredited graduate program in Nursing ("Program") and seeks to partner with field sites for educational field experiences for the students enrolled in such graduate program (the "Students"); and

WHEREAS, field experiences shall include the Field Site's student education program conducted at the Field Site ("Field Experience Program")

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Site mutually desire to contribute to the education and professional growth of Walden Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall commence on February 27, 2012 and shall continue for a period of one (1) year (the "Term"). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written to the other party. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

II. WALDEN RESPONSIBILITIES

A. Walden shall be responsible for the assignment of Students to the Field Site. Walden agrees to refer to the Field Site only those Students who have completed the required course of study as determined by Walden.

B. Walden shall provide a Field Education Coordinator (the "Field Education Coordinator") who will act as a liaison between Walden and the Field Site. The Field Education Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:

WALDEN UNIVERSITY

(1) Confirming any contact information for Students to the Field Site Program Coordinator, as defined below, prior to the Student assignment; and

(2) Supplying the Field Site with information regarding the Student's current level of academic preparation as may be required by the Field Site.

C. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

D. Walden maintains professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Walden shall provide the Field Site with proof of coverage upon request.

III. FIELD SITE RESPONSIBILITIES

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site. (the "Field Site Program Coordinator"). The Field Site Program Coordinator shall be responsible for:

(1) Planning and coordinating the education arrangements between the Field Site, the Student and Walden;

(2) Serving as a liaison between the Field Site and Walden; and

(3) Developing and administering an orientation program for Students which will familiarize the Students with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor (the "Preceptor") for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Preceptor. The Program requires supervision specifically by the Preceptor and may not be delegated.

C. In the event that the Preceptor does not meet all the required criteria, a Nurse-Mentor may be utilized in addition to a Preceptor. A Nurse-Mentor ("Nurse-Mentor") is a registered nurse prepared at the graduate level in nursing who has practiced for a minimum of one (1) year after earning the graduate degree. It is not a requirement that a Nurse-Mentor be employed at the site where the Student is participating in a Field Experience.

WALDEN UNIVERSITY

The Nurse-Mentor's role is to:

- 1) provide the Student with guidance and perspectives related to the world view of nurses prepared at the graduate level in nursing;
- 2) meet regularly with the Student, either in person or virtually. A minimum of one (1) meeting every two (2) weeks during the Field Experience Program is expected;
- 3) participate in one (1) conference call with the Student and the practicum instructor at the beginning of the Field Experience Program; and
- 4) complete two (2) brief online evaluations.

D. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

E. Field Site shall provide Student with an orientation familiarizing student with all applicable State and Federal laws and regulations that pertain to practice at the Field Site, including those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

F. Field Site shall assure that the Student practices within the guidelines of any applicable professional ethics codes. Field Site shall provide resources to Student for exploring and resolving any ethical conflicts that may arise during field training.

G. Field Site Program Coordinator or assigned Preceptor shall complete, with the Student, all written evaluations of the Student's performance according to the timeline established by Walden. Evaluations will be submitted to the Field Education Coordinator.

H. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Program Coordinator or assigned Preceptor shall promptly notify the Field Education Coordinator of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

I. The Field Site shall ensure adequate workspace for the student to perform planned professional roles and activities, including a suitable desk, phone, etc. Field Site shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program.

WALDEN UNIVERSITY

J. The Field Site maintains general and professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

IV. STUDENT RESPONSIBILITIES

A. The Students shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the clinical experience.

B. The Students shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to Students by the Field Site during their orientation at the Field Site.

C. The Students shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. Student shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

E. Students shall be instructed that they are required to purchase and maintain a policy of health insurance, as well as a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Student shall provide the Field Site with proof of coverage upon request.

V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Students participating in the Program and to the extent that access to Student's records are required by the Field Site in order to carry out the Field Experience Program.

WALDEN UNIVERSITY

B. HIPAA. The parties agree that:

(1) The Field Site is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulations and official guidance promulgated thereunder (collectively, "HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") (together referred to as the "HIPAA Privacy Regulations");

(2) to the extent that Students are participating in the Field Experience Program:

(a) Students shall be considered part of the Field Site's workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of the Field Site.

(b) Students shall receive training by the Field Site on, and subject to compliance with, all of Field Site's privacy policies adopted pursuant to the Regulations; and

(c) Students shall not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a Student has access through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(3) Walden will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(4) No services are being provided to the Field Site by Walden pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §164.103.

C. The Field Site and Walden will promote a coordinated effort by evaluating the Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

D. The Field Site and Walden agree that the Students participating in the Field Experience Program are at all times acting as independent contractors and no Student in the Field Experience Program will be deemed to be an employee of the Field Site.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status.

F. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

WALDEN UNIVERSITY

G. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

H. This Agreement shall be governed by the laws of the State of California.

I. This Agreement shall supersede any and all prior agreements between the parties regarding the subject matter hereof.

J. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid).

K. Each party agrees to indemnify and hold harmless the other from all loss or liability resulting from the negligent acts or omissions of the respective party and/or its employees or agents arising out of the performance or the terms and conditions of this Agreement.

L. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

COAST COMMUNITY COLLEGE DISTRICT

By: _____

President, Board of Trustees

Date: _____

WALDEN UNIVERSITY, LLC

By: _____

Sara Torres, Associate Dean

Date: _____

**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and Robert Nash ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Administrator in the position of Associate Dean, Distance Learning & Professional Development.

3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 02/16/2012 and ending 06/30/2013. This Agreement expires on 06/30/2013 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.

6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 26 Step 5 (currently \$97,667), plus longevity pay of \$3,000 under Board Policy 7884, payable in equal monthly payments. Salary for a service period less than the full academic year shall be paid on a prorated basis, based on the number of work days worked, pursuant to there being 241 work days in a year. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of this Agreement.

11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Section 87458 of the *Education Code*; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

12. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

16. **Reassignment During the Term of the Agreement.** The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of District's right of reassignment, District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

19. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

Jim Moreno President, Board of Trustees

Date

Administrator

Date



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and Lois Wilkerson ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Administrator in the position of Dean of Enrollment Services.

3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 07/01/2012 and ending 06/30/2014. This Agreement expires on 06/30/2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.

6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 12 (currently \$137,811), plus longevity pay of \$6,000 under Board Policy 7884, payable in equal monthly payments. Salary for a service period less than the full academic year shall be paid on a prorated basis, based on the number of work days worked, pursuant to there being 241 work days in a year. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of this Agreement.

11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Section 87458 of the *Education Code*; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

12. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

16. **Reassignment During the Term of the Agreement.** The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of District's right of reassignment, District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

19. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

Jim Moreno President, Board of Trustees

Date

Administrator

Date



POWERBOAT TRAINING CENTER AGREEMENT

This Agreement is entered into this _____th day of December, 2011 by and between the United States Sailing Association (hereafter "US Sailing") and Coast Community College District / Orange Coast College (hereafter "Powerboat Training Center"). In consideration for the respective promises and covenants stated herein, the parties do hereby agree as follows:

1. Scope of Program

The Powerboat Training Center shall:

- offer the US Sailing *Safe Powerboat Handling* course to their market base;
- schedule at least one Powerboat Instructor Course in 2012;
- provide course dates in advance to US Sailing for promotion purposes;
- return Safe Powerboat Handling course answer sheets to US Sailing within two weeks of the course date;
- promptly return receipts and reports as needed by US Sailing for grant reporting purposes;
- support the goals of the grant, to grow on-the-water Safe Powerboat Handling course participation;
- be committed to meeting or exceeding the following USCG grant's expected results for the period September 2011 – September 2012:
 - 20% increase in the number of *Safe Powerboat Handling* Courses offered above 2010-2011 grant year participation
 - Increase the number of participants in *Safe Powerboat Handling* Courses by an additional 20% above 2010-2011 grant year participation
 - Increase the number of powerboat training facilities hosting *Safe Powerboat Handling* Courses by 50% above 2010-2011 grant year participation
 - An additional 20% increase in the number of active (offering courses and/or ordering materials) *Safe Powerboat Handling* Instructors
 - Continuation and expansion of *Safe Powerboat Handling* Courses at 90% of powerboat training centers after the grant ends
- strongly encourage *Safe Powerboat Handling* students to complete the course surveys as distributed by US Sailing;
- commit to providing courses via the US Sailing Powerboat Program for a minimum of three years (through December 2014)

2. Submittals

US Sailing is obligated under federal grant guidelines to track all activity carefully and on a specific timetable. The Powerboat Training Center shall:

- submit all Powerboat Program course answer sheets to US Sailing within two weeks of completion of each course;

- receive prior approval from US Sailing in writing for any purchases made with the expectation of reimbursement under the grant;
- submit detailed receipts for reimbursement within one week of purchase.

3. Expense Reimbursements

Powerboat Training Centers shall be promptly reimbursed by US Sailing for approved powerboat and engine equipment purchases totaling up to \$6,864.28 for the 2011-2012 grant year upon receipt of detailed receipts and invoices for said purchases. An additional \$2,288.09 will be awarded October 1, 2012 based on grant goals being achieved by the Powerboat Training Center, therefore all student answer sheets must be submitted and have arrived at the US Sailing office on or before September 30, 2012.

4. Termination and Effect of Termination

Should the Powerboat Training Center be unable to fulfill its obligations or violates the terms of this agreement, any funds reimbursed to the Powerboat Training Center under the grant program shall be returned to US Sailing.

5. Warranties by the Powerboat Training Center

The below signed Powerboat Training Center representative warrants and represents that he/she has the full right and authority to enter into this Agreement.

6. Notices and Submittals.

Unless otherwise notified in writing, notices, submittals and invoices from the Powerboat Training Center shall be sent to US Sailing as follows:

Submittals to:

Katie Ouellette, katieouellette@ussailing.org, 401-683-0800

Janine Connelly, janineconnelly@ussailing.org, 401-683-0800

Invoices/Reimbursement requests to:

Katie Ouellette

Coast Community College District

US Sailing

By: _____

By: _____

Title: President Board of Trustee

Title: _____

Date: _____

Date: _____

CORPORATE AGREEMENT AMENDMENT
between

THE BOEING COMPANY

and

EDUCATION ENTITY
COAST COMMUNITY COLLEGE DISTRICT
(COASTLINE COMMUNITY COLLEGE)

AMENDMENTS

October 26, 2011

Amend Number	Description	Date	Approval
1	Revision to Exhibit B incorporating changes to funding limits	10/4/10	11/4/10
2	Revision to Exhibit A Entity Obligations Clarifies how annual funding limits are applied Ineligible Expenses clarified by additional sentence Advertisements - additional focal added Savings reporting - clarification		
2	Revision to Exhibit B Buyer Obligations Clause 1d. Incorporates further changes to funding limits Clause 1d note section		

EXHIBIT A

EDUCATIONAL ENTITY OBLIGATIONS

1. Educational Entity's invoices shall be itemized by tuition and all fees. In addition, the invoice must indicate the Educational Entity's standard current published tuition rate and then the Buyer discounted tuition price owed for each Buyer Student and Course. Educational Entity must provide Billing and Finance manager contact name, phone, and email address on all invoices.
2. Buyer invoices must include by employee, per course/program academic credits or continuing education units (CEUs).
3. Billing process must be coordinated with Learning Together Program (LTP) and the Educational Entity. The LTP billing contact information is stated on all LTP vouchers.
4. Educational Entity shall bill LTP tuition and associated fees per employee per course up to the annual fund limits. LTP paid courses, programs or fees earning refunds will be paid to LTP.
5. Educational Entity shall not bill LTP for any amount owed over the Buyer Student annual funding limits.
6. Any amount owed for courses or related expenses, above and beyond the annual funding limits must be billed directly to the Buyer student
7. The calendar year annual funding limits per buyer employee-student will be determined by the course start date.
8. Any amount paid by a Buyer student for courses or related expenses that has earned a refund or credit must be processed directly with the Buyer student.
9. If Electronic Funds Transfer (EFT) is used for Buyer payments, all course or fee refunds must be processed to Buyer through EFT.
10. The LTP voucher is valid one-time only for payment of tuition and eligible fees, up to the annual funding limits, for courses specified on the LTP voucher.
11. Ineligible Expenses: These expenses are excluded from the annual funding limits. Exclude from Buyer invoices all ineligible expenses from individual courses, certificates, degrees and programs and bill those ineligible costs directly to the employee-student. Unbundle tuition when applicable. Educational Entity shall bill and collect the following ineligible fees/expenses directly from the employee student (this list is subject to change at the discretion of The Boeing Company):
 - a. Aircraft and simulator rental or usage
 - b. Audit-only courses

- c. Copyright and patent fees
 - d. Course Materials
 - e. Courses that do not award academic credit or CEUs
 - f. Executive Education degree or certificate programs, such as an Executive Masters of Business Administration (EMBA)
 - g. Externships/Internships/Practicums
 - h. Food/Meals/Snacks
 - i. Hardware/Tools/Equipment
 - j. Insurance – travel, medical or liability
 - k. Laptop/Personal Digital Assistant/Phone
 - l. Lodging/Residencies
 - m. Parking
 - n. Private instruction or tutoring
 - o. Shipping
 - p. Social events
 - q. Travel/Transportation
12. Any advertisements / promotions mentioning LTP or The Boeing Company must be submitted a minimum of thirty (30) days in advance to the Lead Buyer Procurement Agent and to LTP focal, Linda Wright (linda.m.wright@boeing.com) for written approval.
13. Educational Entity shall notify LTP Focal Linda Wright (Linda.m.wright@boeing.com) regarding any / all Buyer Program requests relating to “on-site programs” that are specifically supporting a limited or specific Buyer population [e.g., a specific Buyer department, targeted set of Buyer employees, specific identified Buyer employee(s)]. This notification should be provided as soon as these requests are made, but in no case, less than sixty (60) calendar days prior to planned initial delivery. LTP shall only fund Educational Entity for educational programs approved in advance and processed through LTP.
14. SPEND AND SAVINGS REPORTING: Educational Entity shall provide two (2) reports for each year spend and savings through the term of this agreement. The first mid-year report is due the 2nd Week of July and the annual report is due the 2nd Week of January, for the preceding year. Reports must show details of the total Boeing spend with Educational Entity and the total applicable discount and savings Educational Entity provided to Boeing.

The following AA/Certificate Programs shall be available through the Contract Education Department to all Boeing employees, regardless of residency, at a rate of \$169 per unit. This represents a savings of 22% from non-resident tuition. All courses shall be credit bearing, delivered online, offered in 8-week sessions, and applicable to the following associate degree/certificates at Coastline:

- Business Certificate of Achievement with Concentrations available in
 - General Business
 - Human Resources Management
 - Marketing
 - Business Administration
- Management
- Office Support Specialist Certificate of Achievement with Concentrations available in
 - Administrative Professional (Assistant)
 - General Office Manager
 - Financial Assistant
 - Financial Manager
 - Administrative Manager
- Supervision and Management
 - Supply Supervision and Management
 - Supervision and Management

EXHIBIT B

BUYER OBLIGATIONS AND OPPORTUNITIES

In exchange for measurable savings through discounted prices, with **Education Entity Coast Community College District (Coastline Community College)**, Buyer Learning Together Program (LTP) shall provide participation in the Preferred School Partner (PSP) program. Benefits of participation may include any or all of the following as approved by LTP:

Obligations:

1. Annual LTP educational funding limits beginning January 1, 2010:
 - a. \$15,000 - Graduate degree
 - b. \$7,500 – Undergraduate degree
 - c. \$5,000 – Individual classes and certificates
 - d. Annual funding limits removed for employees pursuing masters degrees and certificate programs and effective August 29, 2011 Bachelor's degrees in the following fields of study:

Engineering (all types) - excludes Engineering Management
Mathematics
Physics
Chemistry
Computer Science **

Note: this change does not apply to other programs in these fields of study such as individual courses, associate degrees, and doctoral degree programs. Eligibility requires that participants pursue a bachelor's degree, master's degree or certificate program in one of the five identified fields of study at a preferred school partner.

**Additional note regarding Computer Science and Computer Programming: Enrollments in Computer Programming are not eligible for additional funding.

Funding limits still apply to all other programs

2. Buyer will not be responsible for any monies due beyond the LTP annual educational funding limits.
3. Internal employee education advisement to the Preferred School Partner (PSP) program
4. Post educational entities web link on International and LTP websites

5. Priority processing for electronically submitted invoices
6. Electronic Funds Transfer (EFT) for tuition payments to Educational Entity account
7. Dedicated LTP Point of Contact

Opportunities:

1. Opportunity for customization of programs linked to Buyer's strategic skills as determined and approved in advance by LTP.
2. On-site instructor led courses aligned to Buyer's strategic skills as determined and approved in advance by LTP.
3. On-line, lunch-time, approved, and scheduled webinars (Educational Entity's web-ex account)

Amended Exhibits A and B changes approved by:

The Boeing Company

Printed Name

Signed Name

date _____

Educational Entity

Coast Community College District (Coastline Community College)

Printed Name

Signed Name

date _____



PELICAN PROPERTIES
OFFICE BUILDING LEASE ("Lease")

This Lease between Pelican Center LP
a California Limited Partnership
("Landlord"), and Coast Community College District (Coastline Community College)
a public entity, ("Tenant"), is
dated February 15, 2012.

1. LEASE OF PREMISES

In consideration of the Rent (as defined at Article 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown by diagonal lines on the floor plan attached hereto as Exhibit "A", and further described at Article 2.1. The Premises are located within the Building and Project described in Article 2.m. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants and invitees, to use of the Common Areas (as defined at Article 2.e).

2. DEFINITIONS

As used in this Lease, the following terms shall have the following meanings:

- a. Base Rent (Initial): \$ Ninety-six thousand (\$96,000.00) per year.
- b. Base Year: The calendar year of 2012.
- c. Broker(s):
Landlord's: N/A
Tenant's: N/A
- d. Commencement Date: June 1, 2012
- e. Common Areas: the building lobbies, common corridors and hallways, restrooms, garage, and parking areas, stairways, elevators, and other generally understood public or common areas. Landlord shall have the right to promulgate reasonable and nondiscriminatory rules and regulations governing the use of the Common Areas and to temporarily restrict the use of the Common Areas, provided that any such restrictions do not prevent access to or from, nor unreasonably interfere with Tenant's use and enjoyment of, the Premises.
- f. Expense Stop: (fill in if applicable): \$ N/A
- g. Expiration Date: May 31, 2017, unless otherwise sooner terminated in accordance with the provisions of this Lease.
- h. Index (Article 5.2): United States Department of Labor, Bureau of Labor Statistics, Los Angeles-Riverside-Orange Co. CA, Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U).
- i. Landlord's Mailing Address: 15272 Bolsa Chica Street, Suite 101, Huntington Beach, CA 92649

Tenant's Mailing Address: 11460 Warner Avenue, Fountain Valley, CA 92708
- j. Monthly Installments of Base Rent (Initial): \$ Eight thousand (\$8,000.00) per month.
- k. Parking: Tenant shall be permitted to park cars on a non-exclusive basis in the area(s) designated by Landlord for parking. Tenant shall abide by any and all reasonable and nondiscriminatory parking regulations and rules established from time to time by Landlord or Landlord's parking operator.
- l. Premises: that portion of the Building containing approximately 10,000 square feet of Rentable Area, shown by diagonal lines on Exhibit "A", located on the ground floor of the Building and known as a portion of Suite 1A.
- m. Project: the building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at 17075 Newhope Avenue, Fountain Valley, CA 92708 and further described at Exhibit "B". The Project is known as Pelican Center.
- n. Rentable Area: as to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.

- o. Security Deposit (Article 7): \$ Eight thousand dollars (\$8,000.00)
- p. State: the State of California
- q. Tenant's First Adjustment Date (Article 5.2): the first day of the calendar month following the Commencement Date plus Twenty-four (24) months.
- r. Tenant's Proportionate Share: 17.72 %. Such share is a fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time.
The Project consists of One building(s) containing a total Rentable Area of 56,432 square feet.
- s. Tenant's Use Clause (Article 8): General office use
- t. Term: the period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA.

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Exhibit "A" - Floor Plan showing the Premises.
- b. Exhibit "B" - Site Plan of the Project.
- c. Exhibit "C" - Tenant Improvements
- d. Exhibit "D" - Option to Extend
- e. Addenda:

In the event contiguous space becomes available, Landlord shall give Tenant written notice of such fact and Tenant shall have a recurring First Right to Expand the Premises. If Tenant exercises its First Right to Expand, Tenant shall lease the additional space for a term that is coterminous with its Lease for the Premises and at the then market rental rates.

Subject to City and Landlord approval (Landlord agreeing not to unreasonably withhold its approval), and notwithstanding Article 36 to the contrary, Tenant shall be permitted to install, at its sole cost and expense, building top signage and a monument sign in front of the Premises and its name/logo on the exterior of the Premises. Tenant shall be responsible for all costs to maintain and remove said signage.

4. DELIVERY OF POSSESSION.

Tenant shall be granted sixty days of early possession prior to lease commencement to install furniture, fixtures, equipment, security system, and network/communications cabling. Said early possession period shall be at no cost to Tenant (Base Rent and Project Operating Costs).

5. RENT.

5.1. Payment of Base Rent. Tenant agrees to pay the Base Rent for the Premises. Monthly Installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 Adjusted Base Rent.

a. The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Article 2.a shall be adjusted annually, commencing on the Adjustment Date following the First Adjustment Date. Commencing on the Adjustment Date following the First Adjustment Date and the first day of each succeeding 12 month period thereafter during the term of this Lease (the "Adjustment Date"), the amount of Minimum Rent to be paid during each such 12 month period (or any portion thereof) shall be adjusted from the Minimum Rent set forth at Section 2.a. for the Leased Premises. The Index published 2 months before the Commencement Date shall be the "Base Index." The Index published 2 months before each Adjustment Date shall be the "Comparison Index." As of each Adjustment Date, except the First Adjustment Date, the Minimum Rent payable during such ensuing period, or any portion thereof, shall be determined by increasing the initial Minimum Rent by a percentage equal to the percentage increase, if any, in the applicable Comparison Index over the Base Index. Provided, however, if the aforesaid computation would result in an increase in the Minimum Rent for such period which is being adjusted in excess of 6 percent over the Minimum Rent charged for the period immediately preceding the period which is being adjusted, such adjusted rent shall be increased to an amount which is only 6 percent over the rent then being charged under this lease for the preceding period. Conversely, if the aforesaid computation would result in either a decrease, no change, or an increase less than 3 percent over the Minimum Rent charged for the period immediately preceding the period which is being adjusted, such adjusted Minimum Rent shall be increased to an amount which is 3 percent over the Minimum Rent then being charged under this lease for the preceding period. When the Base Rent payable as of each Adjustment Date is

determined, Landlord shall promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for all purposes under this Lease.

b. If at any Adjustment Date the Index no longer exists in the form described in this Lease, Landlord may substitute any substantially equivalent official index published by the Bureau of Labor Statistics or its successor. Landlord shall use any appropriate conversion factors to accomplish such substitution. The substitute index shall then become the "Index" hereunder.

5.3 Project Operating Costs.

The term "Project Operating Costs" shall include all those items described in the following subparagraphs "a" and "b" below.

(a) All taxes, assessments, water and sewer charges, and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation: (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency; (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate, or inheritance taxes imposed by the State or federal government or their agencies, branches, or departments; provided that if at any time during the Term any governmental entity levies, assesses, or imposes on Landlord any (1) general or special, ad valorem, or specific, excise, capital levy, or other tax, assessment, levy, or charge directly on the Rent received under this Lease or on the rent received under any other leases of space in the Building or Project, or (2) any license fee, excise or franchise tax, assessment, levy, or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transaction, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita, or other tax, assessment, levy, or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies, and charges shall be deemed to be included in the term Project Operating Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least ninety-five percent of the Rentable Area occupied, then the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the taxes which would have been payable if the Project were completed and at least ninety-five percent occupied.

(b) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities, including lighting in the Common Areas; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair, or overhaul of the Building or Project, and equipment, improvements, and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security, parking personnel, and landscapers and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project tenants); (6) operation and maintenance of a room for delivery and distribution of mail to tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair market value of any on-site manager's office not exceeding four hundred square feet in size) not exceeding ten percent of the portion of Project Operating Costs chargeable under this Section 5.3.b; (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs) (i) required by a governmental entity for energy conservation or life safety purposes, or (ii) made by Landlord to reduce Project Operating Costs, but only to the extent of such reduction, if any; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by tenants of the Project. If at any time during the Term, less than ninety-five percent of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least ninety-five percent occupied. Notwithstanding the foregoing or anything else in this Lease to the contrary, Project Operating Costs shall not include the following:

(i) original construction costs of the Building and Project;

(ii) expenses for repairs, replacements, or maintenance arising from the initial construction of the Building and

Project to the extent such expenses are either (i) reimbursed to Landlord by virtue of warranties from contractors or suppliers; or (ii) result by reason of deficiencies in design or workmanship, except conditions resulting from ordinary wear-and-tear;

(iii) cost of expenses associated with leasing space in the Building or the Project or the sale of any interest in the Building or the Project, including, without limitation, advertising and marketing, commissions, or any amounts paid for or on behalf of any tenant such as space planning, moving costs, rental, and other tenant concessions;

(iv) amounts paid to any partner, member, shareholder, officer, or director of Landlord, for salary or other compensation;

(v) reserves for repairs, maintenance, and replacements;

(vi) any amounts paid to any person, firm, or corporation related to or otherwise affiliated with Landlord or any partner, member, officer, or director of Landlord to the extent they exceed arms-length competitive prices paid in Orange County, California for the services or goods provided;

(vii) costs of electricity outside normal business hours sold to tenants by Landlord, or any other special service provided to other tenants; or service in excess of that furnished to Tenant, whether or not Landlord receives reimbursement from such tenants as an additional charge;

(viii) costs of repairs incurred by reason of fire or other casualty or condemnation, whether or not Landlord receives compensation therefore such as through the proceeds of insurance or condemnation awards;

(ix) costs of renovating or otherwise improving space for new or existing tenants or in renovating space vacated by any tenant or any other work which Landlord performs for any tenant;

(x) interest, penalties, or liens arising by reason of Landlord's failure to timely pay any operating expense (including ground rent) or real estate or other tax, levy, or assessment due;

(xi) costs incurred for maintenance of any retail areas of the Building or Project, or compensation paid to clerks, attendants, sales persons, or other persons on or in commercial concessions (including the parking garage) operated in the Building or Project;

(xii) accounting fees (other than with respect to building operations);

(xiii) costs (including fines and penalties imposed) incurred by Landlord to remove any hazardous or toxic wastes, materials or substances from either the Building or land;

(xiv) Landlord's general corporate overhead and general and administrative expenses;

(xv) costs directly resulting from the negligence or willful misconduct of Landlord or its agents, contractors, or employees;

(xvi) salaries, wages, or other compensation paid to employees of any property management organization being paid a fee by Landlord for its services where such services are covered by a management fee; or salaries, wages, or other compensation to any employee of Landlord who is not assigned to the operation, management, maintenance, or repair of the Building on a full time basis, including accounting or clerical personnel and other overhead expenses of Landlord;

(xvii) costs related to any building or land not included in the Project, including any allocation of costs incurred on a shared basis, such as centralized accounting costs, unless the allocation is made on a reasonable and consistent basis that fairly reflects the share of any costs actually attributable to the Project;

(xviii) costs incurred to remedy, repair, or otherwise correct any defects or violations of the Building or Project, or by reason of any changes in governmental laws, rules, or regulations occurring during the lease term;

(xix) improvements to the Common Areas specifically undertaken by Landlord as inducements or concessions in order to lease space to new or existing tenants, which would not have otherwise been undertaken;

(xx) rental costs and related expenses for leasing systems or equipment that would be considered a capital improvement or expenditure if purchased;

(xxi) costs of selling, syndicating, financing, mortgaging, or hypothecating any part of or interest in the Building or Project;

(xxii) the cost of any item, service, or repair to the extent (A) covered by a warranty, guaranty, or insurance policy maintained or held by the Landlord; or (B) such cost would have been covered by insurance proceeds had Landlord maintained insurance coverage reasonably required to be maintained by Landlord under the Lease; and

(xxiii) any increase in real estate taxes resulting from the sale of the Building.

(2) Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:

(a) Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord.

(b) To provide for current payments of its proportionate share of Operating Costs, Tenant shall, at Landlord's request, pay as additional rent during each month, an amount equal to one-twelfth Tenant's Proportionate Share of the Operating Costs payable during such year as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Operating Costs. It is the intention hereunder to estimate from time to time the amount of the Operating Costs for each year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Operating Costs incurred for that year.

(c) On or before July 31 of each year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Operating Costs for the preceding year. If Tenant's Proportionate Share of the actual Operating Costs for the previous year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten days of the receipt of the statement. If such total exceeds Tenant's Proportionate Share of the actual Operating Costs for such year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit within ten days thereafter. The obligations of Tenant and Landlord to make payments required under this Article 5.3 shall survive the Expiration Date.

(d) Tenant's Proportionate Share of Operating Costs in any year having less than 365 days shall be appropriately prorated.

(e) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification addressed to Tenant as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive in the absence of fraud, negligence, or manifest error. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent.

5.4 Definition of Rent. All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.

5.5 Rent Control. If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.

5.6 Taxes Payable by Tenant. In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are

not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use, or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises; if it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

6. INTEREST AND LATE CHARGES.

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within ten days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

7. SECURITY DEPOSIT.

Tenant agrees to deposit with Landlord the Security Deposit set forth at Article 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer, or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect, and shall not be binding upon Landlord.

If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the Security Deposit, Tenant shall, within ten days after written demand therefore, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at Article 27 hereof. Within fifteen days after the Term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obligations hereunder, Landlord shall return the Security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE PREMISES.

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules, and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules, and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage, or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules,

orders, regulations, requirements, and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES.

Tenant shall pay for all utilities used by Tenant on the Premises. Tenant's utilities and HVAC system are separately metered so Tenant shall pay directly to the appropriate utility company the cost of all such utilities used on the Premises, based on such meter readings. If any of Tenant's utilities and/or HVAC system are furnished by Landlord without separate metering, then during the Term, Tenant shall pay as additional rent, monthly in advance, a utilities charge to reimburse Landlord for any such utilities furnished by Landlord to the Premises.

10. CONDITION OF THE PREMISES.

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair, or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project, or this Lease (including, without limitation, the condition of the Premises, the Building, or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. CONSTRUCTION, REPAIRS, AND MAINTENANCE.

a. Landlord's Obligations. Landlord shall perform Landlord's Work to the Premises as described in Exhibit "C." Landlord shall maintain in good order, condition, and repair the Building and the Project and all parts thereof and all other portions of the Premises not the obligation of Tenant or of any other tenant in the Building.

b. Tenant's Obligations.

(1) Tenant shall perform Tenant's Work to the Premises as described in Exhibit "C."

(2) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors; all doors; all interior windows; all interior plumbing, pipes, and fixtures, electrical wiring, switches, and fixtures; and Building Standard furnishings and special items and equipment installed by or at the expense of Tenant

(3) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, exclusive of ordinary wear-and-tear, (ii) the installation, removal, use, or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse, or negligence of Tenant, its agents, contractors, employees, or invitees.

(4) If Tenant fails to maintain the Premises in good order, condition, and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

c. Compliance with Law. Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

d. Waiver by Tenant. Tenant expressly waives the benefits of any statute, now or hereafter in effect, which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition, and repair.

e. *Load and Equipment Limits.* Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install business machines or mechanical equipment which cause noise or vibration to such a degree as to be objectionable to Landlord or other Building tenants.

f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.

g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC, or other systems serving, located in, or passing through the Premises.

12. ALTERATIONS AND ADDITIONS.

a. Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion.

b. Tenant shall pay the costs of any work done on the Premises pursuant to Article 12.a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees, and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens; provided, that Tenant will not be in violation of the foregoing prohibition so long as the enforcement of any such lien is stayed by the posting of a bond or by other appropriate proceedings. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time.

c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises the cost of which will exceed Fifty Thousand Dollars (\$50,000), to protect Landlord against any liability for mechanic's and materialmen's liens and to insure timely completion of the work. Nothing contained in this Article 12.c shall relieve Tenant of its obligation under Article 12.b to keep the Premises, Building and Project free of all liens.

d. Unless their removal is required by Landlord as provided in Article 12.a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery, and trade fixtures which can be removed without structural damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Article 13.b.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.

a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Article 13.b.

b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment, and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings, and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. Not used

15. CERTAIN RIGHTS RESERVED BY LANDLORD.

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant's use or possession of the Premises:

- a. To name the Building and Project and to change the name or street address of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project;
- c. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser, or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six months of the Term, to show the Premises to prospective tenants thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting, or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders, or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

16. ASSIGNMENT AND SUBLETTING.

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

- a. Tenant shall not, without the prior written consent of Landlord (which consent Landlord agrees will not be unreasonably withheld or delayed), assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.
- b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or subtenant on the following further conditions:

(1) Landlord shall have the right to approve such proposed assignee or subtenant, which approval shall not be unreasonably withheld;

(2) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;

(3) No assignment or sublease shall be valid and no assignee or sublessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;

(4) No assignee or sublessee shall have a further right to assign or sublet except on the terms herein contained; and

(5) One-half of any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased), plus (ii) any real estate brokerage or finder's commissions or fees payable in connection with such assignment or subletting, plus (iii) legal fees and costs, tenant improvement allowances, and rent concessions or free rent paid or made by Tenant, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.

c. Notwithstanding the provisions of paragraphs "a" and "b" above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sublessee assumes, in full, the obligations of Tenant under this Lease. (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.

d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant, or successor. Landlord may consent to subsequent assignments of the Lease or sublettings (but not amendments or modifications to the Lease), without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and any such actions shall not relieve Tenant of liability under this Lease.

e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100ths Dollars (\$150.00) plus any attorneys' fees reasonably incurred by Landlord in connection with such request.

17. HOLDING OVER.

If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month to month tenancy, it shall give the other party not less than thirty days advance written notice of the date of termination.

18. SURRENDER OF PREMISES.

a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear-and-tear, (ii) loss by fire or other casualty; and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.

b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.

19. DESTRUCTION OR DAMAGE.

a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements or other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the

damage, if such repairs can, in Landlord's reasonable opinion, be completed within ninety days. If Landlord determines that repairs can be completed within ninety days, this Lease shall remain in full force and effect, and the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Article 19.d.

b. If in Landlord's reasonable opinion, such repairs to the Premises or portion of the Building necessary for Tenants occupancy cannot be completed within ninety days, Landlord may elect, upon notice to Tenant given within thirty days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Article 19.a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty. If such repairs cannot be completed within one hundred twenty days following the date of such fire or other casualty, Tenant may elect, upon notice to Landlord giving within thirty days after the date of such fire or other casualty, to terminate this Lease as of the date of such fire or other casualty.

c. If any other portion of the Building or Project is destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Article 19.a. If Landlord does not elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty. If such damage or destruction prevents Tenant's safe access to and from the Premises, and if repairs cannot be completed within one hundred twenty days following the date of such damage or destruction, Tenant may elect, upon notice to Landlord giving within thirty days after the date of such damage or destruction, to terminate this Lease as of the date of such damage or destruction.

d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building or Project as a result of any damage from fire or other casualty.

e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.

20. EMINENT DOMAIN.

a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that Landlord and Tenant shall each have the right to terminate this Lease by notice to the other given within ninety days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.

b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.

c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expense for the repair, restoration, and replacement of any other Leasehold Improvements and Tenant's Property.

21. INDEMNIFICATION.

a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1)

Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; or (2) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees, or contractors. Tenant shall, at Tenant's expense, and by counsel reasonably satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim, and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees, and any other expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause, other than where due to the negligence or willful misconduct of Landlord or its agents, employees, or contractors.

b. Except where due to the negligence or willful misconduct of Landlord or its agents, employees, or contractors, Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other tenant of the Building or Project.

22. TENANT'S INSURANCE.

a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees, and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees, or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after thirty days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums together with a twenty-five percent handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee, and Tenant as required by this lease.

b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions, or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in an amount not less than one hundred percent of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism, and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord, and the proceeds under (ii) above shall be paid to Tenant.

c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect workers' compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operations of Tenant in, on or about the Premises, providing personal injury and broad form property damage coverage for not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage liability.

d. Not less than every three years during the Term, Landlord and Tenant shall mutually agree to increases in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all

insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as is set forth in Article 5.2 hereof for the adjustment of the Base Rent

23. WAIVER OF SUBROGATION.

Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

24. SUBORDINATION AND ATTORNMENT.

Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or hereafter to be made there under. However, Tenant shall not be required to so subordinate its rights unless Tenant shall have received from the lender, lessor or Landlord requesting such subordination a written nondisturbance agreement in a commercially reasonable form providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

25. TENANT ESTOPPEL CERTIFICATES.

Within ten business days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may only be relied upon by a purchaser, assignee, or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be conclusive upon Tenant that (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST.

In the event of any sale or transfer by Landlord of the Premises, Building, or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project, or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any Security Deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the Security Deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

27. DEFAULT.

27.1. Tenant's Default. The occurrence of anyone or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five days after Tenant's receipt of written notice from Landlord that such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty days after written notice thereof from Landlord to Tenant, provided, that if more than thirty days are reasonably required in order to cure such failure, Tenant shall not be in default and breach of this

Lease if Tenant commences to cure such failure within such thirty day period and thereafter diligently pursue such cure to completion; or

d. If a writ of attachment or execution is levied on this Lease; or

e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension, or adjustment with its creditors; or

f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody, or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed, or unterminated for a period of forty-five days; or

g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises (or has the authority to do so) for the purpose of enforcing a lien against the Premises; or

h. If Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs "d" through "g" above.

27.2. Remedies. In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

a. Terminate this Lease and Tenant's right to possession of the Premises and reenter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or

b. Continue this Lease in effect, reenter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or

c. Reenter the Premises under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord reenters the Premises under the provisions of subparagraphs "b" or "c" above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any reentry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph "a" or "c" above, Landlord may recover as damages from Tenant the following:

1. Past Rent. The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus

2. Rent Prior to Award. The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

3. Rent After Award. The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus

4. Proximately Caused Damages. Any other amount necessary to compensate Landlord for an detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result there from, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate of ten percent per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent .

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant, or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant, or condition unless Landlord gives Tenant written notice of such waiver.

27.3 Landlord's Default. If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty days, if Landlord fails to commence to cure within that thirty day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises, Building, or Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If, after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right, but not the obligation, to cure that default at Landlord's expense. Tenant shall not have the right to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

28. BROKERAGE FEES

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Article 2.c. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.

29. NOTICES

All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered (including by courier or commercial delivery service) or five business days after deposit in the U. S. mail if sent by certified or registered U.S. mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.

30. GOVERNMENT ENERGY OR UTILITY CONTROLS

In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the reasonable interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.

31. RELOCATION OF PREMISES

N/A

32. QUIET ENJOYMENT.

Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

33. OBSERVANCE OF LAW.

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations, or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not required as a result of Tenant's improvements or acts. The judgment of any court at competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation, or requirement, shall be conclusive of that fact as between Landlord and Tenant.

34. FORCE MAJEURE.

Any prevention, delay, or stoppage which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy, or hostile government actions, civil commotion, fire, or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay the obligations of the parties to pay any monetary sums or charges pursuant to this Lease.

35. CURING TENANT'S DEFAULTS.

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

36. SIGN CONTROL

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal, or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten days of written demand by Landlord.

37. MISCELLANEOUS.

a. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

b. Addenda. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

c. Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

d. Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

e. Changes Requested by Lender. Neither Landlord nor Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter

the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such charge or amendment is requested.

f. Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State.

g. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval, or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction, or declaratory judgment to enforce any right to such consent, etc.

h. Corporate Authority. If Tenant is a corporation, Tenant represents and warrants that each individual signing this Lease on its behalf is duly authorized to execute and deliver this Lease on behalf of the District, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

i. Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

j. Execution of Lease; No Option. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

k. Furnishing of Financial Statements; Tenant's Representations. In order to induce Landlord to enter into this Lease Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records, and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.

l. Further Assurances. The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.

m. Mortgagee Protection. Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty days to cure such default; provided that if such default cannot reasonably be cured within that thirty day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.

n. Prior Agreements; Amendments. This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

o. Recording. Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.

p. Severability. A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

q. Successors and Assigns. This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.

r. Time of the Essence. Time is of the essence of this Lease.

s. Waiver. No delay or omission in the exercise of any right or remedy of a party upon any default by the other party shall impair such right or remedy or be construed as a waiver of such default.

t. Compliance. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Americans With Disabilities Act.

The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from

Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

The parties hereto have executed this Lease as of the dates set forth below.

Date: _____

Date: _____

Landlord: Pelican Center Limited Partnership

Tenant: Coast Community College District

By: _____

By: _____

Title: Managing Member of sole General Partner

Title: President, Board of Trustees
Coast Community College District

CONSULT YOUR ADVISORS - This document has been prepared for approval by your attorney. No representation or recommendation is made by as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for your attorney.

In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or other person, with experience in evaluating the condition of the property, including the possible presence of asbestos, hazardous materials and underground storage tanks.

Exhibit "A" - Floor Plan showing the Premises.

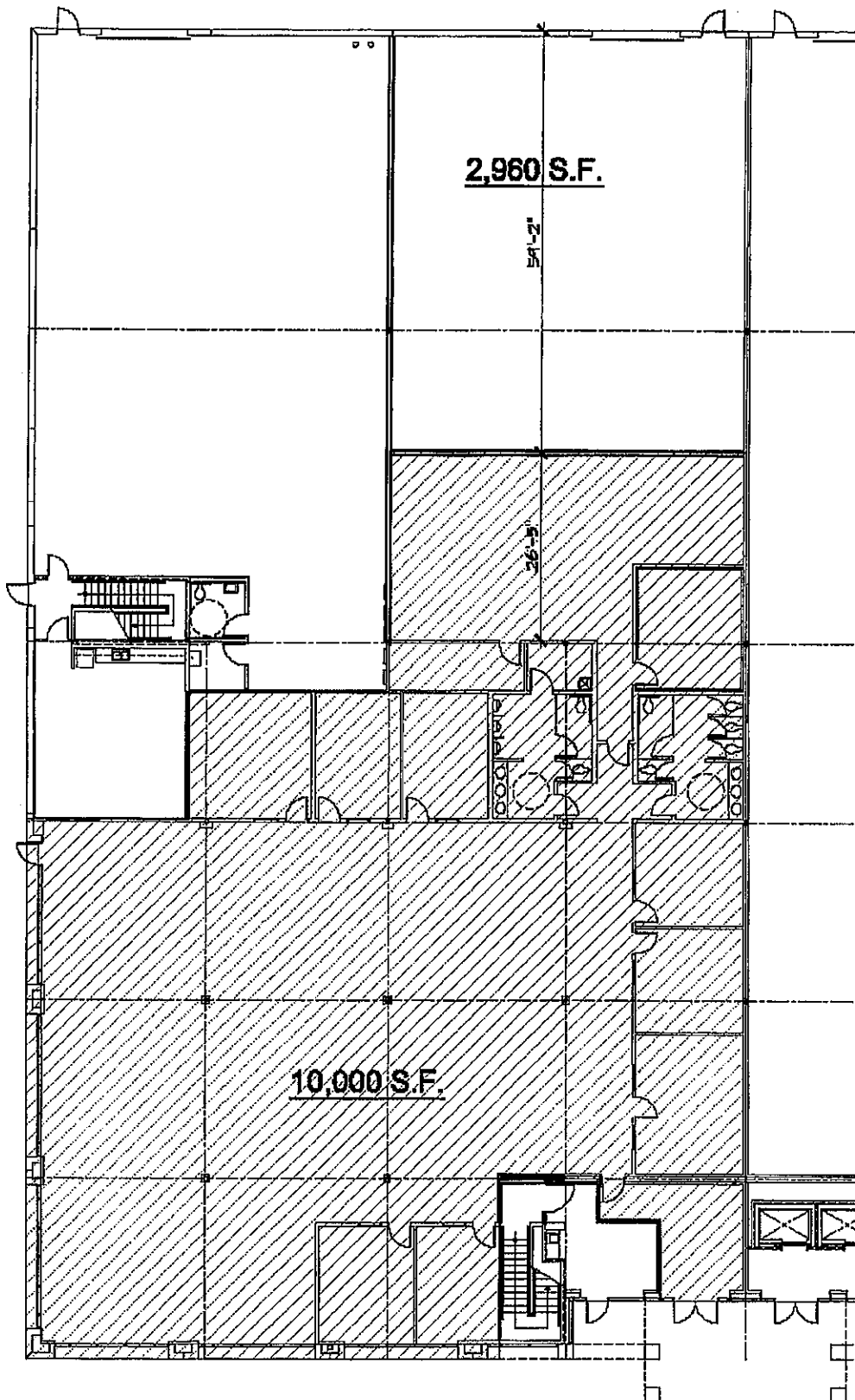


Exhibit "B" - Site Plan of the Project.

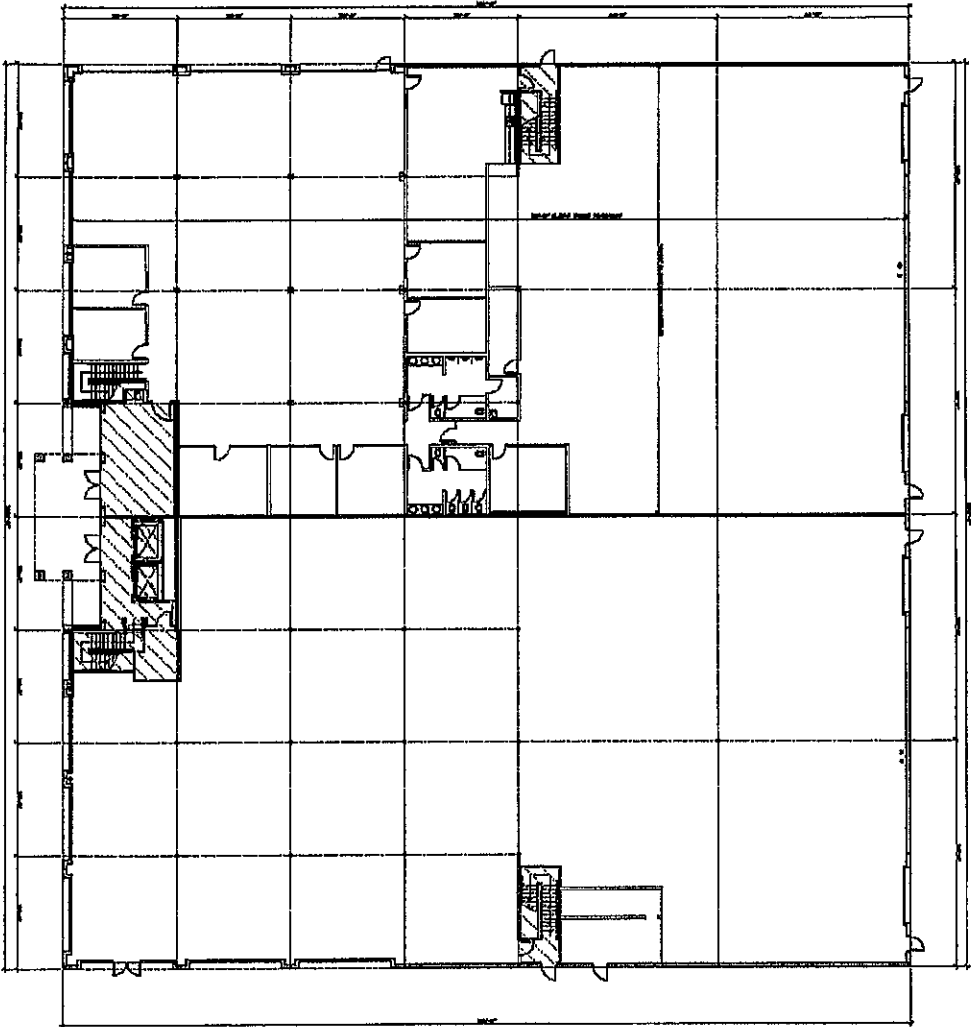


Exhibit "C" - Building Standard Work Letter.

TENANT IMPROVEMENTS: Landlord, at Landlord's sole cost and expense, shall modify the Premises per mutually agreed upon space plan. Modifications shall include the following:

Interior

- a) General clean up to include replacement of damaged ceiling tiles, light fixtures and HVAC vents in existing office areas.
- b) Construct demising walls segregating the space that is subject to this lease.
- c) Create a new reception area.
- d) Separate electrical power between the space subject to this lease from the balance of the space.
- e) Separate HVAC use between the space subject to this lease from the balance of the space.

All other improvements desired by the college will be done by contractors of the college. Landlord shall have reasonable rights to review and approve the plans. Landlord shall provide an allowance to Tenant for this work of \$50,000. This amount to be payable 30 days after the construction work has been completed and a Certificate of Occupancy has been issued.

Exhibit "D" – OPTION TO EXTEND

Landlord hereby grants Tenant 1 option to extend the term of this Lease for an additional period of 5 years, such period to begin on the expiration of the term of this Lease. The Lease for this option period shall be upon all of the same terms and conditions as contained in this Lease, except where specifically modified by this option and except that:

- (1) Tenant shall accept the Premises "as is" and there shall be no other options to renew or extend the lease other than as set forth herein.
- (2) The Minimum Rent for the first twelve months of this option period shall be at the then General Prevailing Minimum Rental Rate for land and buildings having the same size and in the same geographical market area as the Premises, and
- (3) The Minimum Rent for the remainder of this option period shall be subject to the adjustment provisions set forth in Section 5.2 of this Lease. The first day of the option period shall be deemed the Commencement Date of the Lease but only for the purposes of determining the Minimum Rent during any option period, the First Adjustment Date shall be deemed to be the first day of the 12 month period occurring after the new Commencement Date and the subsequent adjustment date(s) shall be the first day of each succeeding 12 month period thereafter, or any portion thereof, during the term of such option period.

The "General Prevailing Minimum Rental Rate", as such term is used herein, shall mean the highest rent that a ready and willing Tenant would pay and a ready and willing Landlord could obtain as of the first month of such option period, for Premises located in the same geographical market area as the Premises having the same size and otherwise comparable to the Premises, if such Premises were exposed for lease on the open market for a reasonable period of time and taking into account only those uses of the Premises which are specified or permitted in the Lease. The General Prevailing Minimum Rental referred to in subparagraph (2) above shall be determined as follows:

- (i) By agreement between Landlord and Tenant, or, in the absence of such agreement within thirty days after the date Tenant gives notice of the exercise of the option to the Landlord,
- (ii) by a single real estate appraiser, if Landlord and Tenant can agree upon a single appraiser not later than 45 days after the date Tenant gives such notice of exercise. If Landlord and Tenant cannot agree upon a single appraiser within said 45-day period, then,
- (iii) The determination of the general prevailing Minimum Rental of the Property shall be made by three real estate appraisers, one of whom shall be selected by Landlord, the second of whom shall be elected by Tenant, and the two who are selected appointing a third and the arithmetic average of the two appraisals of the three appraisers which are the closest in amount shall be deemed the General Prevailing Monthly Rental and the third appraisal shall be disregarded. Landlord and Tenant shall each appoint their respective appraiser no later than 60 days after the date Tenant gives notice of the exercise of the option. In the event the appraisers cannot agree as to whom shall be the third appraiser within ten days after written demand of either Landlord or Tenant, the average of the general prevailing Minimum Rental as determined by the two appraisers shall constitute their decision. In the event either Tenant or Landlord fails to select its appraiser within sixty days after the date Tenant gives the notice of the exercise of the option, then the determination by the single appraiser theretofore chosen as to the general prevailing Minimum Rental of the Property shall be conclusive. Each such appraiser shall have experience in the area where the Property is located for the preceding five years and during such period shall be a member in good standing of the American Institute of Real Estate Appraisers. All costs and expenses incurred by the respective party in such appraisal shall be borne by the party incurring the same except costs and expenses relating to the third appraiser, which shall be borne equally.

Any option to extend hereunder shall not be considered as having been exercised unless Tenant gives to Landlord and Landlord receives written notice of the exercise of such option no earlier than nine months and no later than six months prior to the time that the option period would commence if such option were exercised, time being of the essence. If said notification of the exercise of said option is not so given and received, such option shall automatically expire.

Exhibit "D" – OPTION TO EXTEND

Landlord hereby grants Tenant 1 option to extend the term of this Lease for an additional period of 5 years, such period to begin on the expiration of the term of this Lease. The Lease for this option period shall be upon all of the same terms and conditions as contained in this Lease, except where specifically modified by this option and except that:

- (1) Tenant shall accept the Premises "as is" and there shall be no other options to renew or extend the lease other than as set forth herein.
- (2) The Minimum Rent for the first twelve months of this option period shall be at the then General Prevailing Minimum Rental Rate for land and buildings having the same size and in the same geographical market area as the Premises, and
- (3) The Minimum Rent for the remainder of this option period shall be subject to the adjustment provisions set forth in Section 5.2 of this Lease. The first day of the option period shall be deemed the Commencement Date of the Lease but only for the purposes of determining the Minimum Rent during any option period, the First Adjustment Date shall be deemed to be the first day of the 12 month period occurring after the new Commencement Date and the subsequent adjustment date(s) shall be the first day of each succeeding 12 month period thereafter, or any portion thereof, during the term of such option period.

The "General Prevailing Minimum Rental Rate", as such term is used herein, shall mean the highest rent that a ready and willing Tenant would pay and a ready and willing Landlord could obtain as of the first month of such option period, for Premises located in the same geographical market area as the Premises having the same size and otherwise comparable to the Premises, if such Premises were exposed for lease on the open market for a reasonable period of time and taking into account only those uses of the Premises which are specified or permitted in the Lease. The General Prevailing Minimum Rental referred to in subparagraph (2) above shall be determined as follows:

(i) By agreement between Landlord and Tenant, or, in the absence of such agreement within thirty days after the date Tenant gives notice of the exercise of the option to the Landlord,

(ii) by a single real estate appraiser, if Landlord and Tenant can agree upon a single appraiser not later than 45 days after the date Tenant gives such notice of exercise. If Landlord and Tenant cannot agree upon a single appraiser within said 45-day period, then,

(iii) The determination of the general prevailing Minimum Rental of the Property shall be made by three real estate appraisers, one of whom shall be selected by Landlord, the second of whom shall be elected by Tenant, and the two who are selected appointing a third and the arithmetic average of the two appraisals of the three appraisers which are the closest in amount shall be deemed the General Prevailing Monthly Rental and the third appraisal shall be disregarded. Landlord and Tenant shall each appoint their respective appraiser no later than 60 days after the date Tenant gives notice of the exercise of the option. In the event the appraisers cannot agree as to whom shall be the third appraiser within ten days after written demand of either Landlord or Tenant, the average of the general prevailing Minimum Rental as determined by the two appraisers shall constitute their decision. In the event either Tenant or Landlord fails to select its appraiser within sixty days after the date Tenant gives the notice of the exercise of the option, then the determination by the single appraiser theretofore chosen as to the general prevailing Minimum Rental of the Property shall be conclusive. Each such appraiser shall have experience in the area where the Property is located for the preceding five years and during such period shall be a member in good standing of the American Institute of Real Estate Appraisers. All costs and expenses incurred by the respective party in such appraisal shall be borne by the party incurring the same except costs and expenses relating to the third appraiser, which shall be borne equally.

Any option to extend hereunder shall not be considered as having been exercised unless Tenant gives to Landlord and Landlord receives written notice of the exercise of such option no earlier than nine months and no later than six months prior to the time that the option period would commence if such option were exercised, time being of the essence. If said notification of the exercise of said option is not so given and received, such option shall automatically expire.

TIME WARNER CABLE
Business Class

**Service Agreement
Terms and Conditions**

This Business Class Service Agreement, including all attached Work Orders and additional Terms and Conditions that are incorporated herein by this reference ("**Service Agreement**"), dated February 16, 2012 (the "**Effective Date**"), is between customer identified below **Coast Community College District (Coastline Community College)** and Time Warner Cable ("**TWC or Operator**").

Time Warner Cable Information

Time Warner Cable Business Class

Street: 17777 Center Court Drive
City: Cerritos
State: CA
Zip Code: 90703

Contact: Charles McLaurin
Phone: 562-677-0290
Cell Phone: 310-863-9452
Fax: 704-414-9080

SPIN Number:

Customer Information

Customer Name
Coast Community College District(Coastline
Community College)

Account Number
8448400310090589

Federal Tax ID

Billing Address
11460 Warner Avenue
Fountain Valley, CA 92708

Authorized Contact
Anthony Maciel

Phone 714-241-6225

Fax

Phone 714-241-6225

Billing Contact
Anthony Maciel

Fax

Customer Address(s)
11460 Warner Avenue
Fountain Valley, CA 92708

Service Agreement

THIS TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO. BY SIGNING THIS TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER 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.

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

Authorized Signature for Customer

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed

TIME WARNER CABLE
Business Class

Business Class Customer Service Order

Account Executive: Charles McLaurin II
 Phone: 562-677-0290
 Cell Phone: 310-863-9452
 Fax: 704-414-9088
 Email: charles.mclaurin@twcable.com

Customer Information		
Business Name: Coast Community College District		Customer Type: Education
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address 11460 Warner Avenue Fountain Valley, CA 92708		Account Number
Billing Contact Anthony Maciel	Billing Contact Phone 714-241-6225	Billing Contact Email Address amaciel@coastline.edu
Authorized Contact Anthony Maciel		
Authorized Contact Phone 714-241-6225		Authorized Contact Email Address amaciel@coastline.edu
Technical Contact Jim Miesner		
Technical Contact Phone 714-241-6198		Technical Contact Email Address jmiesner@coastline.edu

Site Name	Address Location	Location Type	Service Description / Bandwidth (List all Services for Each Location)	Monthly Recurring Costs
CCC Le Jao Center	14120 Monroe St. Westminster, CA 92683	Remote	Metro Ethernet 1Gbps	\$2400.00
CCC District	1370 Adams Ave. Costa Mesa, CA 92626	Host	Metro Ethernet 10Gbps	\$2500.00
CCC Costa Mesa Center	2990 Mesa Verde DR E Costa Mesa, CA 92626	Remote	Metro Ethernet 1Gbps	\$2400.00
Fountain Valley College Center	11460 Warner Ave. Fountain Valley, CA 92708	Remote	Metro Ethernet 1Gbps	\$2400.00
CCC Garden Grove Center	12901 Euclid St. Garden Grove, CA 92840	Remote	Metro Ethernet 1Gbps	\$2400.00
CCC One Stop Westminster	5405 Garden Grove Blvd. Westminster, CA 92683	Remote	Metro Ethernet 10Mbps	\$900.00
GWCC	15744 Goldenwest St. HB	Remote	Metro Ethernet 1Gbps	\$2400.00
CCC One Stop Irvine	125 Technology Dr. Irvine, CA 92618	Remote	Metro Ethernet 10 Mbps	\$900.00

TIME WARNER CABLE
Business Class

Service Category	Monthly Recurring Charges	Non-Recurring Charges	Initial Term
(5) 1Gig Metro Ethernet P2P Connections	\$12,000.00	No Charge	60 months
(2) 10Mbps Metro Ethernet P2P Connections	\$1,800.00	No Charge	60 months
(1) 10Gig Metro Ethernet Port	\$2,500.00	No Charge	60 months
*Gross Total	\$16,300.00		
Less E-Rate Discount	%		
Less CTF Discount	50%	\$8150.00	
*Net Total	\$8,150		

* **Monthly Recurring Charges** include installation, construction, permits, monitoring, and management of all TWC Equipment as provided more specifically in the Agreement, but do not include any applicable use, sales and other taxes and governmental charges.

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 as provided in the attached Terms and Conditions. Agreement term and corresponding monthly billing will commence on actual service installation date. Term of Service Provider Agreement is for Sixty (60) months. This Agreement locks in the rate for the Time Warner Cable Business Class services for the Initial Term. Cable television and Teleworker services are subject to annual price changes.

The Service Level Agreement attached to this Service Order defines the performance criteria and performance objectives for the Metro Ethernet service described on Attachment D.

This Master Agreement supersedes and replaces that certain

[CSG Account#8448400080143725,8448400080276749,8448400090802278] dated [July 21st 2011] between Customer and TWC (the "Prior Agreement"), with such Prior Agreement no longer being of force or effect.

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

 Authorized Signature for Customer

 Printed Name and Title

 Printed Name and Title

 Date Signed

 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, 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). Notwithstanding the foregoing, Customer or TWC may immediately terminate the applicable Service Order without penalty if after entering into such Service Order, TWC conducts a site survey and learns that the construction costs will require a material increase in the Service Charges. 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) bodily injury or tangible property damage caused by the gross negligence or intentional 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. TWC agrees to defend, indemnify and hold harmless Customer and its officers, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorney's fees, arising out of or relating to bodily injury or tangible property damage caused by the gross negligence or intentional misconduct of TWC or its employees or agents.

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. EXCEPT WITH RESPECT TO ITS INDEMNITY OBLIGATIONS AT SECTION 12, 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 TWELVE (12) 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.twc-bc.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 [INTENTIONALLY OMITTED.]

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 California (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). 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 or to access the Voice Service from a remote location. If Customer's network enables access to the Voice Service from a remote location or 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 remote location or 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 or accessing the Service from a remote location. If this equipment is moved to another location or the Service is accessed from a remote 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 obtain service at another 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; the use of third-party enterprise 911 solutions or Customer's attempt to access the Voice Service from a remote location.
- 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 ("Alarm Services").
- Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to the Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

- 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 Cloud Solutions – Hosted Exchange and SharePoint ("Cloud Solutions")

Cloud Solutions: The Cloud Solutions include hosted messaging (Hosted Exchange) and/or collaboration services (SharePoint), as applicable, offered via the Microsoft suite. Customer can elect to receive the Hosted Exchange service or both the Hosted Exchange and SharePoint services. Customer cannot receive the SharePoint service only.

Customer's use of the Cloud Solutions is subject to the following additional terms and conditions:

Customer must be a current customer of a TWC Data Service to receive the Cloud Solutions.

The Hosted Exchange service shall include one or more of the following types of mailboxes, as well as BlackBerry Access, each as designated on a Service Order or as added online by Customer: Premium Mailboxes, Basic Mailboxes and/or Resource Mailboxes.

Feature/Functionality	Premium Mailboxes	Basic Mailboxes	Resource Mailboxes
Mailbox Storage (25GB)	Included	Included	Included
Calendar Free/Busy Service	Included	Only via OWA*	Included
Global Address Book Access	Included	Only via OWA	Resource is Listed
Anti-Spam/Anti-Virus	Included	Included	
Outlook Web Access (OWA)	Included	Included	
Access to email via POP/IMAP	Included	Included	
Disclaimer Service	Included	Included	
Shared Calendar and Contacts	Included		
Outlook Desktop Client	Included		
Mobility via ActiveSync	Included		

*This OWA feature is only available via Internet Explorer versions 6 through 9.

Notwithstanding anything to the contrary in the foregoing, Customer agrees to the following minimum commitments with respect to the Hosted Exchange services:

- Customer agrees to purchase a minimum of three (3) Premium Mailboxes.
- In addition, if Customer elects an Order Term of one year or greater for the Hosted Exchange service, the total number and type of mailboxes purchased by Customer must not fall below the number and type of mailboxes included in Customer's initial Service Order for the Hosted Exchange service.
- The minimum commitments in this Attachment E shall apply throughout the Order Term for the Hosted Exchange service, regardless of whether Customer actually uses and/or decommissions such mailboxes.

Customer may terminate a month-to-month Order Term for the Cloud Solutions by giving thirty (30) days advance written notice to TWC.

Customer will be provided a user name, password and URL for access to and use of the Cloud Solutions. Customer acknowledges that it is Customer's and its End Users' responsibility to ensure that any data or information submitted to TWC during the provisioning of the Cloud Solutions (i.e. contact and payment information) is true, accurate and up-to-date.

As a Cloud Solutions provider, TWC is required to access and audit Cloud Solutions system information for limited purposes. The Cloud Solutions may be accessed by or on behalf of TWC (remotely or otherwise) for administrative tasks and for verifying license compliance.

Customer shall not upload, post, transmit or otherwise make available on or through the Cloud Solutions 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

Business Class Managed IP VPN Services ("VPN Services")

VPN Services: VPN Services include either the IP VPN Service or the Managed IP VPN Service as described below. In order to be eligible to receive the VPN Services, Customer also must be a current Data Service customer. Subject to the foregoing, TWC shall provide the following:

IP VPN Service: A virtual private network ("VPN") that connects Customer's site to other sites using IP Sec technology with encryption. The VPN is offered with TWC-provided routers installed at Customer's premises.

Managed IP VPN Service: A "managed" VPN that connects Customer's site to other sites using IP Sec technology with encryption. The VPN is offered with TWC-provided routers installed at Customer's premises. Managed IP VPN service is monitored 24x7.

Customer's use of the VPN Services is subject to the following additional terms and conditions:

- **Service Considerations**

(a) Customer shall take all reasonable precautions to prevent unauthorized access to the VPN Services.

(b) Neither TWC nor any of its agents or third-party providers: (i) will be liable in any way for any content that is viewed, stored or transmitted via the VPN Services, including, but not limited to, any errors or omissions in any such content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to, or delay, failure, interruption or corruption in the transmission of, such content; (ii) guarantee the accuracy of any information submitted by any user of the VPN Services, nor any identity information about any user of the VPN Services; or (iii) endorse or have any control over what Customer or other users post or submit via the VPN Services.

(c) Customer shall be solely responsible for obtaining, maintaining, and providing to TWC all end user access rights, authorizations and permissions to establish each endpoint of the VPN Service, including without limitation all keys, IP addresses and any other information required to establish the VPN Services. Customer represents and warrants that it is authorized to provide to TWC, and has lawfully and rightfully obtained, all information used or necessary to establish and maintain the VPN Services; in addition to Customer's foregoing representation and warranty, TWC shall deem an established VPN as conclusive evidence that all parties connected to such VPN have authorized and consented to the VPN connection. Customer shall be solely responsible for all acts, omissions, and activities performed under, and the security and confidentiality of, such information, keys, and IP addresses used to establish the VPN Services. 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 end user access rights, authorizations and permissions, as well as all acts, omissions, and activities performed under, and the security and confidentiality of, such information, keys, and IP addresses used to establish the VPN Services.

(d) Although TWC and its agents and third-party providers do not monitor the content transmitted via the VPN Services, TWC or its agents or third-party providers may reject, refuse to post, or remove any profile, posting or other data, or to restrict, suspend, or terminate Customer's or any user's access to all or any part of the VPN Services if a profile, posting or data includes material that is unlawful, harassing, libelous, threatening or obscene or in violation of this Attachment, the Terms and Conditions, or a third party's intellectual property rights. TWC and its agents and third-party providers also reserve the right not to take any action, but will provide prompt notice of the exercise of any of the above-referenced remedies.

(e) Customer will not use the VPN Services to send unsolicited mass mailings outside Customer's company. Customer further agrees not to use the VPN Services to communicate any message or material that is harassing, libelous, threatening, obscene, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although TWC and its agents and third-party providers are not responsible for any such communications, they may delete any such communications of which they become aware, at any time without notice.

- **Support.** Customer shall contact Customer Support at the telephone number set forth on Customer's invoice if Customer becomes aware of misuse of the VPN Services by any person.

- **Equipment and Software Considerations; Disclaimer of Liability**

(a) ROUTERS AND OTHER HARDWARE AND ANY OTHER SOFTWARE OR PRODUCTS SOLD, LEASED OR OTHERWISE PROVIDED BY TWC OR ITS AGENTS OR THIRD-PARTY PROVIDERS IN CONNECTION WITH THE VPN SERVICES, ARE PROVIDED ON AN "AS IS" BASIS. TWC MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO ANY SUCH ITEMS SO PROVIDED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

(b) For the avoidance of doubt, the warranty disclaimers and limitations of liability set forth in Section 13 and Section 14 of the Terms and Conditions shall apply in favor of TWC's third-party providers and partners and each of their affiliates, suppliers and resellers.

Attachment G

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.

Service Level Agreement

This document contains the Service Level Agreement (SLA) that defines the performance criteria and performance objectives to which Time Warner Cable will be held accountable for the Dedicated Access service.

Network Latency

Latency is the time delay experienced between a local computer/device generating a Layer 3 ICMP 64 byte ping message and receiving a response from the targeted remote computer/device. It is normally expressed in milliseconds (thousandths of a second). Latency is measured on a local-metro-divisional basis, regional basis or inter-regional basis. No SLA is offered for IP packets traversing the public Internet (Defined as the TWC router interface connecting to the public Internet peers and beyond). TWC will measure latency using a standard 64 byte ping from one network device to a second network device in a round trip fashion. The ping test shall be conducted every 5 minutes for 24 hours for an entire month to constitute the measurement period. A month is defined as 30 days times 24 hours for a total of 720 hours. Pinging every five minutes produces 12 pings per hour, 288 pings per day and 8,640 pings per month. Latency will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Latency Report issued by the CSIP Portal. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with CSIP measurements exceeding the levels specified in Table 2 below for non-standard performance (See Table 2). The customer must open a trouble ticket with the Commercial Technical Assistance Center (CTAC) in order to qualify for the credits issued for a non-compliant SLA performance.

- **Local Network Latency**

Local Network Latency is defined as the end-to-end roundtrip delay between the customer demarcation point (media converter or CPE switch) connected to the fiber optic local loop to the serving Distribution Hub and either: 1) for Dedicated Internet Access; the Internet facing router or, 2) for Metro Ethernet Services; the customer demarcation point (media converter or CPE switch) connected to the fiber optic local loop to the serving Distribution Hub at the other end of the Private Line circuit within the Division.

- **Regional Network Latency**

Regional Network Latency is defined as the end-to-end roundtrip delay between the customer demarcation point (media converter or CPE switch) attached to the fiber optic local loop terminating in the local serving Distribution Hub within the first Division, and across the Regional Ring to the destination Distribution Hub serving the fiber optic local loop connecting to the customer demarcation point (media converter or CPE switch) at the other end of the Private Line circuit within the second Division.

- **Inter-Regional Network Latency**

Inter-Regional Network Latency is defined as the end-to-end roundtrip delay between the customer demarcation point (media converter or CPE switch) attached to the fiber optic local loop terminating in the local serving Distribution Hub within the first Division, and across the TWC Backbone to the destination Distribution Hub serving the fiber optic local loop connecting to the customer demarcation point (media converter or CPE switch) at the other end of the Private Line circuit within the second Division.

End-to-End Network Availability

End-to-End Network Availability is defined as the total number of minutes in a billing month during which a TWC Business Services Dedicated Internet Access (DIA) or Metro Ethernet Solution (MES) Ethernet service is available to exchange data between the two Customer end points, or a Customer end point and the TWC Business Services router interface connecting to public Internet peers and beyond, divided by the total number of minutes in a billing month expressed as a percentage. A billing month has 43,200 minutes. End-to-End Network Availability is calculated as the total number of minutes during a calendar month when a specific customer connection and local access arrangements are available to exchange data between two or more customer end points with the same type of service, divided by the total number of minutes for that month. End-to-End Network Availability covering Type 1 (On-Net) access is 99.97% that translates to 13 minutes per month of down time outside the maintenance window(s) for Layer 2 Ethernet transport services. The calculation of End-to-End Network Availability commences after the Customer opens a Trouble Ticket with the CTAC, and is based on the availability of the service during the service monthly billing period in which the Customer opens the Trouble Ticket. Network outages do not include periods of service degradation, such as slow data transmission. Network availability is calculated on reported outages outside the maintenance window(s). Availability will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Availability Report issued by the CSIP Portal. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with CSIP measurements less than 99.97%

availability on average to qualify for non-standard performance. The customer must open a trouble ticket with the CTAC in order to qualify for the credits issued for a non-compliant SLA performance.

Packet Loss

Packet loss describes an error condition in which data packets appear to be transmitted correctly at one end of a connection, but never arrive at the other. Packet Loss is the average ratio of total packets that are sent to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point. Packet Loss will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Packet Loss Report issued by the CSIP Portal. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with CSIP measurements exceeding the level specified below for non-standard performance (see Table 2). The customer must open a trouble ticket with the CTAC in order to qualify for the credits issued for a non-compliant SLA performance.

Credits

Credits will be issued to customers who have opened trouble tickets with the CTAC and are found to have valid claims for a non-compliant SLA. Credits will be issued for each four (4) hour block of time the service was not in compliance. Credit Amount = $MRC \div 720\text{hr} \times 4$ [per 4 hour block]. For example, a \$5,000 a month service is out of SLA compliance for four hours. Each month is considered for Credits to have 30 days. Therefore, the month has 720 hours. Each hour is worth \$6.94. Therefore, a four hour outage is eligible for a \$27.76 credit. For clarification a five (5) hour outage qualifies for two (2) four (4) hour blocks. Using the example above a five (5) hour outage would yield a credit of \$55.52. Similarly, a nine (9) hour outage would yield a credit of \$83.28 or three (3) four hour blocks at \$27.76 each. For purposes of computing credits, service problems or outages do not include problems that are caused by force majeure events (as defined in the Agreement), or scheduled outages performed as set forth below. In no event shall credits awarded for any month exceeding the monthly recurring charges received by TWC for such month of service and Customer shall not be eligible for credits exceeding four (4) months of the monthly recurring charges during any calendar year.

Routine Network Maintenance

TWC will perform Routine Network Maintenance for improvements and preventive maintenance. TWC will provide ten (10) business days notice of all routine maintenance to the customer's designated point of contact. For urgent maintenance, TWC shall notify the customer as soon as is commercially practical under the circumstances. Loss, damages, or degradation of services incurred by such an outage will not be applicable for compensation. Routine Network Maintenance will occur on a Tuesday, Wednesday or Thursday, from 12:01 AM to 5:00 AM local time with respect to the affected site. If multiple sites in different time zones are going to be affected by a single maintenance, TWC will determine the start time of this maintenance on an individual case basis in order to minimize the customer impact. If Routine Network Maintenance is necessary during these specified times, affected customers will be notified via email with a "Planned Maintenance Notification". This notification will inform the customer of the exact time, duration and reason for the network maintenance. While the specified window is 5 hours in length, it is rare that a given maintenance would require use of this entire window.

Reporting Trouble Tickets

Customers may notify the CTAC via telephone or email 24 hours a day 365 days a year.

Prioritization and Escalation Guidelines

Upon opening a trouble ticket, the CTAC will initiate and manage problem escalation with the customer's designated point of contact and will coordinate with all appropriate parties for complete fault isolation and remediation. TWC priority levels and escalation procedures are presented below (See Table 1).

TABLE 1- Priority Levels

Priority Level	Description
Critical	Service is completely unusable or inoperative, causing critical impact on the customer's business.
High	Serious network problems. Network is operating, but at reduced functionality or performance. Customer is impacted, but can continue without grave consequences.
Medium	Non-critical problems that do not significantly impact the core network operation or the customer's business. Includes minor performance degradations.
Low	Minor service function is unavailable.

TABLE 2- SLA Levels

<u>Local</u>	<u>Regional</u>	<u>Inter-Regional</u>
99.97% Availability	99.97% Availability	99.97% Availability
40 ms Latency	50 ms Latency	60 ms Latency
0.10% Packet Loss	0.15% Packet Loss	0.20% Packet Loss



**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and Jorge Sanchez ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District hereby employs Administrator in the position of Associate Dean, Institutional Research & Planning.

3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing 02/16/2012 and ending 06/30/2013. This Agreement expires on 06/30/2013 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.

6. **Salary.** The Administrator position is at the level of D-26. However, the District shall pay a salary to Administrator according to Salary Schedule at the level of D-32 y-rated (\$137,625.96), plus longevity pay of \$9,000 under Board Policy 7884, payable in equal monthly payments. Salary for a service period less than the full academic year shall be paid on a prorated basis, based on the number of work days worked, pursuant to there being 241 work days in a year. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of this Agreement.

11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Section 87458 of the *Education Code*; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

12. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.

13. **Dismissal or Imposition of Penalties During the Term of this Agreement:** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

16. **Reassignment During the Term of the Agreement.** The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of District's right of reassignment, District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

19. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

Jim Moreno President, Board of Trustees

Date

Administrator

Date



RESOLUTION # 12-02

A Resolution of the Board of Trustees of the Coast Community College District Authorizing Payment to Trustee Absent from Board Meeting

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

WHEREAS, on February 15, 2012 the Board of Trustees of the Coast Community College District held a Regular Board Meeting; and

WHEREAS, Jim Moreno was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Moreno's absence was because he was performing services outside the meeting for the community college district;

NOW, THEREFORE, BE IT RESOLVED, that Trustee Moreno shall be paid at the regular rate of compensation for the Regular Meeting on February 15, 2012.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on February 15, 2012 this Resolution was adopted by the Board by a vote of

Aye:

No:

Absent:

Abstain:

Christian Teeter, Ed.D., Board Secretary, Board of Trustees



RESOLUTION # 12-03

A Resolution of the Board of Trustees of the Coast Community College District Authorizing Payment to Trustee Absent from Board Meeting

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

WHEREAS, on February 15, 2012 the Board of Trustees of the Coast Community College District held a Regular Board Meeting; and

WHEREAS, Lorraine Prinsky was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Prinsky's absence was because she was performing services outside the meeting for the community college district;

NOW, THEREFORE, BE IT RESOLVED, that Trustee Prinsky shall be paid at the regular rate of compensation for the Regular Meeting on February 15, 2012.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on February 15, 2012 this Resolution was adopted by the Board by a vote of

Aye:

No:

Absent:

Abstain:

Christian Teeter, Ed.D., Board Secretary, Board of Trustees



RESOLUTION # 12-04

A Resolution of the Board of Trustees of the Coast Community College District to Increase Income and Expenditure Budget For 2011-2012

On September 7, 2011, the Coast Community College District Board of Trustees approved the 2011-2012 budget. Some programs were not known about at the time of adoption of the district budget. As of December, district administration is projecting to have a program budget increase of \$3,241,511 during 2011-2012. As this was not included in the 2011-2012 Adopted Budget, it is necessary to adopt a resolution to increase income and expenditure for 2011-2012.

After review by the Vice Chancellor, Administrative Services, it is recommended by the Chancellor that the following resolution be adopted:

RESOLUTION TO INCREASE INCOME AND EXPENDITURE BUDGET FOR 2011-2012

WHEREAS, the governing Board of the Coast Community College District has determined that income in the amount of \$3,241,511 will be received during 2011-2012 for various programs.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Section 58308 of Title 5 of California, revenues and expenditures will be increased according to the following schedule:

General Fund

8100	Federal Revenue	791,021 + (1)	1000	Certificated Salaries	212,893 +
8600	State Revenue	292,161 + (2)	2000	Classified Salaries	553,955 +
8800	Local Revenue	125,000 + (3)	3000	Employee Benefits	99,255 +
			4000	Supplies	70,153 +
			5000	Services	210,823 +
			7000	Other Outgo	61,103 +

Total Revenue 1,208,182 +

Total Expenses 1,208,182 +

(1) Establish budget for CCC Bridge to Citizenship	149,986 +
Establish budget for WIA Recycling Res	210,739 +
Establish budget for Career Development Adv	38,000 +
Increase TANF budget per award	8,486 +
Increase Child Dev Training budget per award	2,500 +
Increase ESL 231 budget per award	43,863 +
Increase EL Civics budget per award	22,464 +
Decrease WIA DPN budget per award	32,400 -
Establish budget for WIA Nat'l Emergency Grant	121,510 +
Increase WIA Disadv Adult budget per award	165,000 +
Establish budget for WIA Disadv OTJ/WEX	75,000 +
Decrease VTEA budget per award	14,127 -

(2) Increase EOPS budget per award	94,674 +
Increase EOPS Care Budget per award	7,445 +
Increase Statewide Evaluation budget per award	100,000 +
Increase CalWorks budget per award	28,347 +
Increase Mental Health Trng Law Enforc budget	67,395 +
Decrease Enroll Growth RN budget per award	5,700 -
(3) Establish budget for Alcohol Prevention grant	100,000 +
Increase CCP for Foster Youth budget per award	25,000 +

Child Development Fund

8100	Federal Revenue	59,992 + (1)	2000	Classified Salaries	33,329 +
8600	State Revenue	26,663 - (2)			
	Total Revenue	33,329 +		Total Expenses	33,329 +

(1) Increase Federal Child Development Grant	59,992 +
(2) Decrease State Child Development Grant	26,663 -

Capital Outlay Fund

8800	Local Revenue	2,000,000 + (1)	7900	Contingency	2,000,000 +
	Total Revenue	2,000,000 +		Total Expenses	2,000,000 +

(1) Newport Beach Project Escrow Funds – CCC Cont Ed	2,000,000 +
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I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on February 15, 2012 this Resolution was adopted by the Board by a vote of _____.

Aye:
No:
Abstain:
Absent:

Christian Teeter, Ed.D., Board Secretary, Board of Trustees

RESOLUTION # 12-05
A Resolution of the Board of Trustees of the
Coast Community College District
to Approve September - December 2011 Budget Transfers
For 2011-2012

WHEREAS, the California Code of Regulations (Title V) Section 58307, requires the Board of Trustees to approve, by a majority vote, all transfers of funds between expenditure classifications.

NOW, THEREFORE, BE IT RESOLVED, that the following budget transfers be made.

Note: There are a total of 534 transfers for September - December 2011, 255 of which are restricted.

From:

To:

General Fund 11

1000	Certificated Salaries	72,342	2000	Classified Salaries	177,959
3000	Employee Benefits	100,666	4000	Supplies	224,397
6000	Capital Outlay	20,614	5000	Services	307,992
7000	Other Outgo	516,726			
	Total Revenue	710,348		Total Expenses	710,348

Capital Outlay Fund 41

6000	Capital Outlay	4,160,038	2000	Classified Salaries	12,000
			3000	Employee Benefits	572
			4000	Supplies	13,558
			5000	Services	196,855
			7000	Other Outgo	3,937,053
	Total Revenue	4,160,038		Total Expenses	4,160,038

GO Bond Fund 42

6000	Capital Outlay	276,780	4000	Supplies	265,967
			5000	Services	10,813
	Total Revenue	276,780		Total Expenses	276,780

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on February 15, 2012 this Resolution was adopted by the Board by a vote of _____.

Aye:

No:

Abstain:

Absent:

Christian Teeter, Ed.D., Board Secretary, Board of Trustees

