AGENDA

Coast Community College District Regular Meeting of the Board of Trustees Date: Wednesday, November 7, 2012 5:00 p.m. Closed Session, 6:30 p.m. Open Session 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).

a. Public Employee Performance Evaluation

(Pursuant to Government Code Section 54957)

Position: Chancellor

b. 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
- Full-time Faculty
- Part-time Faculty
- Educational Administrators

Reappointments

Public Safety Training Coordinator

Director of Marine Programs

Associate Dean

Director, Accessibility Center for Education

Division Dean

Vice President

Executive Dean

Dean

Director, Financial Aid and EOPS

General Manager Food Services

Administrative Director, Research, Planning and Instructional Effectiveness

6. Classified Management

Interim Admin Director, District Information Systems Temporary Student Financial Aid Assistant

7. Classified Staff

Groundskeeper 2 Military/Contract Educ Program Coordinator Secretary Senior Administrative Assistant to the Vice President

8. Reclassification and Reorganization/Reassignment

Accounting Assistant III

9. Classified Temporary Assignments

Special Assignment HR Specialist Staff Assistant Education and Grant Service Coordinator

- 10. Hourly Staff
- 11. Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- Student Workers

c. Public Employee Discipline/Dismissal/Release

(Pursuant to Government Code Section 54957)

d. 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 Classified Employees vs. Coast Community College District, Public Employment Relations Board Case No. LA-CE-5682-E

Coast Federation of Educators vs. Coast Community College District Public Employment Relations Board Case No. LA-CE-5714-E

Janet Redding vs. California Community Colleges, et al., Sacramento County Superior Court, Case No. 34-2012-00120487

Vector Resources, Inc. Coast Community College District, Orange County Superior Court Case No. 2012-00600648

e. Conference with Legal Counsel: Anticipated Litigation

Significant exposure to litigation pursuant to sub-section "b" of *Government Code* Section 54956.9. Two Cases:

Construction Delays at Golden West College Dispute with Puente Hills Habitation Authority

f. Conference with Legal Counsel: Anticipated Litigation

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

g. Situation Involving an Orange Coast College Student

Pursuant to Section 72122 of the Education Code

h. Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Andrew Jones, Chancellor

Employee Organization: Educational Administrators

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),

- 1.05 Reconvene Regular Meeting at 6:30 p.m.
- 1.06 Pledge of Allegiance Trustee Jim Moreno
- 1.07 Report of Action from 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 Retirement
- 1.09.02 Ceremonial Resolution Honoring Dr. Dan Johnson

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), California Community College League (CCLC), and California Community College Trustees (CCCT)
- 3.03 The Board Directives Log
- 3.04 Buildings and Grounds Reports
- 3.05 Opportunity for the Board of Trustees to Review Board Policy 6150 Designation of Authorized Signatures
- 3.96 Opportunity for the Board of Trustees to Review Agenda for November 26, 2012 Board Retreat

CONSENT CALENDAR

4.00 Travel

- 4.01 DIS Authorization for Administratively Approved Travel
- 4.02 DIS Authorization for Attendance at Meetings and/or Conferences
- 5.00 Curriculum Approval
 - 5.01 DIS Curriculum Approval
- 6.00 Authorization for Student Trips
 - 6.01 CCC Student Trips
 - 6.02 CCC Student Trips
 - 6.03 GWC Student Trips
- 7.00 Authorization for Special Projects
 - 7.01 OCC Special Projects
 - 7.02 CCC Special Projects
 - 7.03 GWC Special Projects
- 8.00 Authorization for Funded Programs
 - 8.01 DIS Authorization for Funded Programs
- 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 Authorization to Enter Into 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 DIS Standard Agreements
 - 12.02 CCC Standard Agreements
 - 12.03 GWC Standard Agreements
- 13.00 Authorization for Purchase of Institutional Memberships

	13.01 OCC - Institutional Memberships
	13.02 CCC - Institutional Memberships
	13.03 GWC - Institutional Memberships
14.00	Authorization for Community Activities
	14.01 OCC - Community Activities
15.00	Personnel items
	15.01 District
	 a. Authorization for Leaves of Absence b. Authorization for Schedule Changes, Classified Staff c. Authorization for Professional Experts d. Authorization for Monthly Travel Allowance e. Certificated Staff Seniority Number Confirmation
16.00	Authorization for Independent Contractors
	16.01 OCC - Independent Contractors
	16.02 CCC - Independent Contractors
	16.03 GWC - Independent Contractors
17.00	Authorization for Staff Development
	17.01 DIS - Staff Development
18.00	Approval of Purchase Orders
	18.01 DIS - Purchase Orders
19.00	Ratification/Approval of Checks
	19.01 DIS - Ratification/Approval of Checks
20.00	General Obligation Bond Fund
	20.01 DIS - General Obligation Fund
21.00	Authorization for Special Payments
	21.01 OCC - Special Payments
DISCUSSION CALENDAR	
22.00	Approval of Agreements

- 22.01 DIS Approve Agreement between ThreeForks and the Coast Community College District for PowerFAIDS Professional Services Agreement
- 22.02 DIS Approve Agreement between Amcom Software and the Coast Community College District for E911 3 Year Service Maintenance Agreement
- 22.03 DIS Approve Statement of Work with Strata Information Group (SIG) under Existing Professional Services Agreement to Assist with the Implementation of Banner Student Accounts Receivables Module for Financial Aid Awarding and Disbursement
- 22.04 DIS Authorization to Add Four (4) Leased Vehicles to the Enterprise Fleet Maintenance Agreement Leased Through the Enterprise Rent-A-Car Company of Los Angeles
- 22.05 DIS Approve Non-Standard Agreement between Trace3, Inc. and the Coast Community College District for Professional Services
- 22.06 OCC Approve Non-Standard Agreement between Commencement Flowers and the Coast Community College District for the Purpose of Selling Flower Bouquets and Orchid Leis During Commencement Ceremonies Held at the College
- 22.07 OCC Approve Non-Standard Agreement between California State University, Fullerton, and the Coast Community College District for the Purpose of the Orange Coast College Student Health Center Serving as a Clinical Site for Students in the University's Graduate and Undergraduate Nursing Programs
- 22.08 CCC Approve Amendment to Agreement between Central Texas College and the Coast Community College District to Serve as Academic Integrator in Support of the Navy College Program for Afloat Education (NCPACE)
- 22.09 CCC Approve Agreement between the Internal Revenue Service and the Coast Community College District for Students to Receive Training in the Internal Revenue Service (IRS) Volunteer Tax Assistance (VITA) and the Tax Counseling for the Elderly (TCE) Programs
- 22.10 CCC Approve Agreement between City of Costa Mesa and the Coast Community College District for Function Space for the April 18, 2013 Scholarship Awards Ceremony
- 22.11 CCC Approve Agreement between GradImages and the Coast Community College District for Professional Photography for the May 18, 2013 Graduation Ceremony
- 22.12 CCC Approve Agreement between Global Collaborative Connection (dba Global Corporate College) and the Coast Community College District to Participate in the Transportation Security Administration (TSA) Officer Education Program
- 22.13 CCC Approve Agreement between Coast Community College
 District/Coastline Community College/Coastline Institute for Economic
 Development (CIED) and California Rain Company, Inc. to Operate the
 Training Programs under the Employment Training Panel Agreement

- 22.14 CCC Approve an Amendment to an Agreement between Worth Publishers and the Coast Community College District to Publish the Fourth Edition of the Telecourse Student Guide for Psychology: The Human Experience to Accompany Discovering Psychology
- 22.15 GWC Approve Non-Standard Agreement between RefPay and the Coast Community College District for Online Payment of Officials/Referees
- 22.16 GWC Approve Non-Standard Agreement between Butte-Glenn Community College District and the Coast Community College District/Golden West College for Creative Teaching Strategies Workshop

23.00 Buildings and Grounds Approvals

- 23.01 DIS Approve Standard Professional Services Agreement with Willdan Geotechnical for Inspection and Testing Services: Orange Coast College Music Modernization Project
- 23.02 DIS Authorization to File Notice of Completion and Release Retention Funds
- 23.03 DIS Approve Change Order No. 3; Coastline Community College Newport Beach Learning Center, Increment 2; Bid No. 1992
- 23.04 DIS Approve Change Order No. 3; Coastline Community College Newport Beach Learning Center Increment II Rebid; Bid No. 1994
- 23.05 DIS Approve Change Order No. 1; Coastline Community College Newport Beach Learning Center FF & E; Bid No. 2005
- 23.06 DIS Authorization for Approval of Addendum No. 2 to CW Driver
 Construction Management Agreement; Coastline Community College Newport
 Beach-Learning Resource Center

24.00 General Items of Business

- 24.01 DIS Nomination of Trustee Jerry Patterson to Serve on the Association of Community College Trustees (ACCT) Committee Service, Pacific Region
- 24.02 DIS Approval of Material Fees
- 24.03 DIS Approval of Contractors for FY 2012-2013 Pursuant to District's Standard Annual Agreement for Contractor Services
- 24.04 DIS Approval of Institutional Self-Evaluations for Re-Affirmation of Accreditation: Orange Coast College, Golden West College and Coastline Community College
- 24.05 DIS Authorization of a 2013 Voluntary Separation Program
- 24.06 CCC Authorization to Approve Coastline Community College's Transfer Center and Articulation Plans for 2012-2013

25.00 Approval of Minutes

25.01 DIS - Approval of Minutes

26.00 Close of Meeting

26.01 Adjournment

PRELIMINARY MATTERS

(White Pages)

Wednesday, November 7, 2012 Regular Meeting

1. Preliminary Matters

Subject

1.01 - 1.09 Preliminary Matters

Meeting

Nov 7, 2012 - Regular Meeting

Category

1. Preliminary Matters

Access

Public

Туре

Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Items on Closed Session Agenda)

1.04 Recess to Closed Session

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

1.06 Pledge of Allegiance - Trustee Jim Moreno

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session)

1.09 Presentations and Ceremonial Resolutions

1.09.01 Acceptance of Retirement

It is recommended that the retirement for the following employee with 10 years or more service to the District be accepted:

Classified

Miller, Beverly, OCC, Office Coordinator, retirement effective 12/30/12

1.09.02 Ceremonial Resolution Honoring Dr. Dan Johnson

GENERAL INFORMATION AND REPORTS (White Pages)

2. Informative Reports

Subject 2.01 - 2

2.01 - 2.07 Informative Reports

Meeting

Nov 7, 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

Mr. Wes Bryan, Golden West College

2.03 Reports from the Presidents of Student Government Organizations

Mr. Juan Valenzuela, Coastline Community College

Mr. Kolby Keo, Orange Coast College

Mr. Dale Lendrum, Golden West College

2.04 Reports from the Academic Senate Presidents

Dr. Pedro Gutierrez, Coastline Community College

Dr. Vesna Marcina, Orange Coast College

Mr. Gregg Carr, Golden West College

2.05 Reports from the Presidents of Employee Representative Groups (including Faculty Spotlight)

Ms. Ann Nicholson, Coast Federation of Classified Employees (CFCE)

Mr. John Dunham, Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA)

Mr. Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT)

Ms. Christina Oja, Association of Confidential Employees (ACE)

Mr. Thomas Selzer, Coast District Management Association (CDMA)

2.06 Reports from the Board of Trustees

Trustee Jim Moreno, Board President

Trustee Mary Hornbuckie, Board Vice President

Trustee Dr. Lorraine Prinsky, Board Clerk

Trustee Jerry Patterson

Trustee David A. Grant

Student Trustee Cody Joe Torre

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, November 8, 2012 at 9:00 a.m., Board Conference Room Career Technical Education Committee, November 8, 2012 at 11:00 a.m., Board Conference Room Personnel Committee, November 27, 2012 at 2:00 p.m., Board Conference Room Accreditation Committee, December 4, 2012 at 3:00 p.m. Board Conference Room Audit and Budget Committee, December 5, 2012 at 8:30 a.m., Board Conference Room Legislative Affairs Committee, January 10, 2013 at 1:30 p.m., Board Conference Room

3. Matters for Review, Discussion and/or Action

Subject 3.01 - 3.06 Matters for Review, Discussion and/or Action

Meeting Nov 7, 2012 - Regular Meeting

Category 3. Matters for Review, Discussion and/or Action

Access Public

Type Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

November 20, 2012 - Regular Meeting

December 12, 2012 - Regular/Organizational Meeting

January 16, 2013 - Regular Meeting

February 6, 2013 - Regular Meeting

March 6, 2013 - Regular Meeting

March 20, 2013 - Study Session

April 3, 2013 - Regular Meeting

April 17, 2013 - Service Awards Meeting

May 1, 2013 - Regular Meeting

May 15, 2013 - Regular Meeting

June 19, 2013 - Regular Meeting/Budget Study Session

July 17, 2013 - Regular Meeting

August 7, 2013 - Study Session

August 21, 2013 - Regular Meeting

September 4, 2013 - Regular Meeting/Budget Study Session

September 18, 2013 - Regular Meeting

October 2, 2013 - Regular Meeting

October 16, 2013 - Study Session

November 6, 2013 - Regular Meeting

November 20, 2013 - Regular Meeting

December 11, 2013 - Regular 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)

November 15-17, 2012, Los Angeles, CA, CCLC Annual Convention & Partner Conferences

January 26, 2013, Sacramento, CA, CCLC Board Chair Workshop

January 27-28, 2013, Sacramento, CA, CCLC Annual Legislative Conference

February 11-14, 2013, Washington, DC, ACCT National Legislative Summit

March 21-23, 2013, San Antonio, TX, ACCT Governance Leadership Institute

April 20-23, 2013, San Francisco, CA, AACC Annual Convention

May 3-5, 2013, Lake Tahoe, CA, CCLC Annual Trustees Conference

October 2-5, 2013, Seattle, WA, ACCT Annual Leadership Congress

3.03 The Board Directives Log

The Board Directives Log tracks requests made by the Board of Trustees. A copy of the Board Directives Log is available for review in the Board of Trustees' Office and at Board Meetings. The Board may take action

pertaining to matters on the Log by adding, deleting, or modifying items.

3.04 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 Art Gallery has relocated from the old facility and is currently holding art shows and classes in the new building. The project team continues to facilitate completion of punchlist items and move this project from substantial to final completion. The project team is recommending closeout change orders and the filing of Notice(s) of Completion for eight of the 20 trade contracts.

Orange Coast College Music Modernization

Architect: MVE Institutional

Construction Manager: Orange Coast College/District

DSA Approval: May 2012

Est. Construction Start: August 15, 2012

Est. Completion: April 30, 2013

Funding: Measure C G.O. Bond & State Capital Outlay Bond Program (50/50)

Project Status: The project is progressing on schedule. The current construction activities are focused on completion of the interior wall framing and rough utility work. In the coming weeks the building will be re-roofed after which time it will be ready for drywall and finish work to begin.

3.05 Opportunity for the Board of Trustees to Review Board Policy 6150 Designation of Authorized Signatures

At this time, Trustees shall have the opportunity to review revisions to Board Policy 6150, Designation of Authorized Signatures. Based on Trustee review and input, this policy will be returned for action at the November 20, 2012 Regular Meeting. (See Attachment #1)

3.06 Opportunity for the Board of Trustees to Review Agenda for November 26, 2012 Board Retreat (See Attachment #2)

File Attachments

November 7, 2012 Meeting.pdf (77 KB)

BP 6150 (040-9-1) DESIGNATION OF AUTHORIZED SIGNATURES pdf (6 KB)

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CONSENT CALENDAR

(Yellow Pages)

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

4. Travel

Subject 4.01 DIS - Authorization for Administratively Approved Travel

Meeting Nov 7, 2012 - Regular Meeting

Category 4. 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.

ADMINISTRATIVE APPROVALS September 27-October 31, 2012

Jesus J Alcala, Immigration Technicn (GWC), to attend the NAFSA: Association of International Educators Region XII Conference, October 23-26, 2012, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1700, including a registration fee of \$310, travel by Air Coach, to be paid from International Students Program funds and Classified Professional Development Funds. Administrative Approval: 9/27/2012

Mitchell A Alves, Instructor (CCC), to attend the 2012 Student Success Conference, October 3-4, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$445, including a registration fee of \$375, to be paid from Basic Skills Grant funds. Administrative Approval is being requested because the conference begins on October 3, 2012 and late notification of the conference dates held us back from contacting faculty to participate.

Administrative Approval: 9/20/2012

Mary Avalos, Student Serv Coord (GWC), to attend the Student Senate for California Community Colleges Fall General Assembly, November 2-4, 2012, Rancho Mirage, CA, without loss of salary, with reimbursement for allowable expenses of \$525, including a registration fee of \$225, to be paid from Student Leadership funds.

Administrative Approval: 10/29/2012

Robin R Bachmann, Assoc Dean/Director St HIth Ct (GWC), to attend the Health Services Association California Community Colleges Northern Regional Meeting, October 11-12, 2012, Saratoga, CA, without loss of salary, with no reimbursement authorized from District funds, at no cost to the College. Administrative Approval: 9/26/2012

Robin R Bachmann, Assoc Dean/Director St Hlth Ct (GWC), to attend the California Community College Student Services Council, October 26, 2012, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, at no cost to the College.

Administrative Approval: 10/23/2012

Karen M Baker, Instructor (OCC), to attend the The American Cetacean Society 13th Annual Conference, November 9 - 11, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1600, including a registration fee of \$320, to be paid from Foundation Ancillary funds, to be reimbursed for lodging due to late night and early morning meetings.

Administrative Approval: 10/15/2012

Douglas C Bennett, Director, College Foundation (OCC), to attend the Planetarium Equipment Preview, September 28, 2012, Salt Lake City, UT, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from Foundation Ancillary funds.

Administrative Approval: 9/26/2012

Amanda Best, Instructor (GWC), to attend the Academic Senate for California Community College Fall Plenary Session, November 8 & 10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$355, to be paid from IPD Chair Workshops/Conferences. Administrative Approval: 9/27/2012

Beverley P Brownell, Instructor (GWC), to attend the National Student Nurse Association 30th Annual Mid Year Meeting, November 7-12, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$1200, to be paid from CNSA Club Funds. Administrative Approval: 10/4/2012

Liza J Busser, Library Assistant (GWC), to attend the Introducing RDA: ALA Editions Online Workshop, October 17, 2012, Huntington Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$60, including a registration fee of \$60, to be paid from Library General Funds.

Administrative Approval: 10/4/2012

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the 2012 Student Success Conference, October 3 - 5, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$630, including a registration fee of \$450, to be paid from CFE Contracted Full-Time Conference Funds. Administrative Approval: 9/20/2012

Marta R Cabral, Counselor (OCC), to attend the California State University Community College Counselor Conference, October 2, 2012, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$350, including a registration fee of \$65, to be paid from EOPS Categorical funds, submitted for Administrative approval due to late submittal to the President's Office.

Administrative Approval: 10/10/2012

David E Coleman, Instructor (OCC), to attend the Planetarium Equipment Preview, September 28, 2012, Salt Lake City, UT, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from Foundation Ancillary funds.

Administrative Approval: 9/26/2012

Nicholas A Contopoulos, Instructor (OCC), to attend the Planetarium Equipment Preview, September 28, 2012, Salt Lake City, UT, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from Foundation Ancillary funds.

Administrative Approval: 9/26/2012

Scott H Davis, Instructor (CCC), to attend the 2012 Student Success Conference, October 3 - 4, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$575, including a registration fee of \$375, to be paid from Basic Skills Grant funds. Administrative Approval is being requested because the conference begins on October 3, 2012 and late notification of the conference dates held us back from contacting faculty to participate.

Administrative Approval: 9/20/2012

W. A Dunn III, Vice Chancellor (CCCD), to attend the Orange County Business Council 2012 Economic Forecast Conference, October 25, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$165, including a registration fee of \$150, to be paid from Administrative Services Management Conference Funds.

Administrative Approval: 9/26/2012

W. A Dunn III, Vice Chancellor (CCCD), to attend the Community College Facility Coalition 19th Annual Conference, November 12-14, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1250, including a registration fee of \$275, travel by Air Coach, to be paid from

Administrative Services Management Conference Funds.

Administrative Approval: 10/1/2012

W. A Dunn III, Vice Chancellor (CCCD), to attend the Accreditation Special Visit to Kauai Community College, October 14-19, 2012, Kauai, HI, without loss of salary, with no reimbursement authorized from District funds, to be at no cost to the District. To be paid by Accrediting Commission for Community and Junior Colleges (ACCJC) with no cost to the District.

Administrative Approval: 10/10/2012

Deborah G Goldstick, Instructor (GWC), to attend the National Student Nurse Association 30th Annual Mid Year Meeting, November 7-12, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$1200, to be paid from CNSA Club Funds.

Administrative Approval: 10/4/2012

Mark A Goode, Director, Maintenance & Ops (OCC), to attend the Community College Facility Coalition, November 11 - 15, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1500, including a registration fee of \$275, travel by Air Coach, rental car and insurance, to be paid from Admin Services Management Conference General Funds.

Administrative Approval: 10/11/2012

Deborah C Henry, Instructor (CCC), to attend the 2012 Student Success Conference, October 3 - 4, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$575, including a registration fee of \$375, to be paid from Basic Skills Grant funds. Administrative Approval is being requested because the conference begins on October 3, 2012 and late notification of the conference dates held us back from contacting faculty to participate.

Administrative Approval: 9/20/2012

Jacqueline Hils-Williams, Instructor/Coord (GWC), to attend the California Organization of Associate Degree Nursing Directors/California Association of College of Nursing Joint Statewide Conference: Change is in the Air, October 2-5, 2012, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$1100, including a registration fee of \$325, to be paid from Foundation Account.

Administrative Approval: 10/2/2012

Janet M Houlihan, Vice President (GWC), to attend the Association of Chief Business Officials Fall 2012 Conference, October 22-24, 2012, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$285, to be paid from Administrative Services Trust funds. Administrative Approval: 9/27/2012

Janet M Houlihan, Vice President (GWC), to attend the Robert Mayer Huntington Beach Leadership Academy, October 7-8, 2012, Fallbrook, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Administrative Services Trust funds.

Administrative Approval: 10/1/2012

Catherine S Hutchison, Staff Asst Sr (OCC), to attend the CurricUNET Users Conference, October 25 - 26, 2012, Visalia, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$25, to be paid from VPI Ancillary.

Administrative Approval: 10/2/2012

Leilani A Johnson, Instructor, Physical Education (GWC), to attend the Health and Nutrition with TS Restaurants, January 9-15, 2013, Maui, HI, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$100, travel by Air Coach, rental car and insurance, to be paid from IPD AFT Conference funds F/T.

Administrative Approval: 9/27/2012

Damien M Jordan, Adm/Records Tech 3 (GWC), to attend the National Association of Academic Advisors for Athletics Region V Conference, October 17-19, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$260, including a registration fee of \$95, to be paid from Classified Professional Development Funds.

Administrative Approval: 9/26/2012

John Kasabian, Instructor (GWC), to attend the Hunter Votech Training Alignment Seminar, October 23, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from VTEA/Perkins funds.

Administrative Approval: 10/10/2012

Dennis L Kelly, Instructor (OCC), to attend the The American Cetacean Society 13th Annual Conference, November 9 - 11, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1600, including a registration fee of \$320, to be paid from Foundation Ancillary funds. Administrative Approval: 10/15/2012

Bryan J Kramer, Instructor (GWC), to attend the Hunter Votech Training Alignment Seminar, October 23, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from VTEA/Perkins funds.

Administrative Approval: 10/10/2012

Mary L Lamantia, Instructor (GWC), to attend the 2012 American Society for Cell Biology Meeting, December 14-18, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$240, travel by Air Coach, to be paid from AFT IPD Conference Funds F/T. Administrative Approval: 10/10/2012

Andrea R Lane, Counselor (GWC), to attend the National Association of Academic Advisors for Athletics Region V Conference, October 17-19, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$260, including a registration fee of \$95, to be paid from Classified Professional Development Funds.

Administrative Approval: 9/26/2012

Frederick J Lockwood, Instructor (CCC), to attend the Cal Asian Contract Readiness, October 5, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from VTEA 1B Grant.

Administrative Approval: 10/1/2012

Earnest G Marchbank, SR Dir, Fac. Plan. & Const. (CCCD), to attend the Community College Facility Coalition 19th Annual Conference, November 12-14, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1250, including a registration fee of \$275, travel by Air Coach, to be paid from Risk Services Management Conference Funds.

Administrative Approval: 10/1/2012

Gwynn A Markle, Hourly Instructor (OCC), to attend the 64th Annual Northwest Philosophy Conference, October 26 - 27, 2012, Corvalis, OR, without loss of salary, with reimbursement for allowable expenses of \$350, including a registration fee of \$75, travel by Air Coach, to be paid from CCA/CTA Professional Development Funds.

Administrative Approval: 10/10/2012

Gwynn A Markle, Hourly Instructor (OCC), to attend the Immaterial Labor Workshop, October 27 - November 4, 2012, Madison, WI, without loss of salary, with reimbursement for allowable expenses of \$350, including a registration fee of \$75, travel by Air Coach, to be paid from CCA/CTA Professional Development Funds. Administrative Approval: 10/10/2012

Barbara A Miyadi, Instructor (GWC), to attend the California Organization of Associate Degree Nursing Directors/California Association of College of Nursing Joint Statewide Conference: Change is in the Air, October 2-5, 2012, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$1100, including a registration fee of \$275, to be paid from Foundation Account.

Administrative Approval: 10/2/2012

Michael G Morvice, Staff Asst Sr (OCC), to attend the Student Senate of the California Community Colleges Fall 2012 General Assembly, November 2 - 4, 2012, Rancho Mirage, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$225, to be paid from ASOCC Ancillary Funds.

Administrative Approval: 10/2/2012

Dennis X Nanez, Student Activtes Ast (GWC), to attend the California Community College Student Affairs Association Student Leadership Conference, October 19-21, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$675, including a registration fee of \$245, to be paid from Student Leadership funds. Request was submitted late by the department because more students attended than expected and an additional advisor was needed.

Administrative Approval: 10/22/2012

Deborah G Orrill, Hourly Instructor (GWC), to attend the Association for the Advancement of Sustainability in Higher Education, October 15-17, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$200, to be paid from ASGWC Leadership Funds. Administrative Approval: 10/11/2012

Joseph E Poshek, Dean (OCC), to attend the National Council of Arts Administrators, November 6 - 10, 2012, Columbus, OH, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$300, travel by Air Coach, to be paid from CDMA Professional and Staff Development Funds.

Administrative Approval: 9/26/2012

Rena D Quinonez, Staff Specialist (OCC), to attend the California Placement Association - Optimizing Today's Best Practices, October 19, 2012, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$60, including a registration fee of \$25, to be paid from Career Center Ancillary Funds. Administrative Approval: 10/17/2012

Patricia R Russell, Wrkr Comp Specialist (CCCD), to attend the Council of Self Insured Public Agencies Superstitions Seminar, October 18, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$55, including a registration fee of \$50, to be paid from Risk Services CFCE Conference Funds, to gain further knowledge in workers' compensation reform.

Administrative Approval: 9/26/2012

Brenda L Shine, Instructor (OCC), to attend the National Association of Career Travel Agents Seminar at Sea, October 22 - November 3, 2012, Ensenada, Mexico without loss of salary, with reimbursement for allowable expenses of \$1500, including travel by Air Coach, to be paid from Travel Program Ancillary Funds for travel from Ensenada, Mexico to Hawaii, Maui, & Oahu, Hawaii; submitted for Administrative Approval due to late submittal to the President's Office.

Administrative Approval: 10/10/2012

Sheri L Sterner, Adm Dir, Res, Plan, & Inst Eff (OCC), to attend the Accrediting Commission for Community and Junior Colleges Site Visit, October 21 - 26, 2012, Yuba, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Administrative Approval: 10/8/2012

Sandra Sudweeks, Instructor (GWC), to attend the Newport/Mesa Interfaith Council 10th Annual China Trip.

October 12-20, 2012, Beijing, China without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$1200, to be paid from IPD AFT Conference funds F/T. Administrative Approval: 9/27/2012

James E Tierney, Hourly Instructor (OCC), to attend the 8th Annual Economics Teaching Conference, November 7 - 11, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$1300, including a registration fee of \$250, travel by Air Coach, to be paid from CFE Contracted Part-Time Conference General Funds.

Administrative Approval: 10/2/2012

Tammie M Tran, Instructor (GWC), to attend the California Community College Foreign Language Council Conference, October 12, 2012, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$125, including a registration fee of \$35, to be paid from VP IPD Conference funds. Administrative Approval: 10/9/2012

Salena A Wakim, Hourly Instructor (OCC), to attend the Steamcon IV, October 26 - 28, 2012, Bellevue, WA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$70, travel by Air Coach, rental car and insurance, to be paid from CCA/CTA Professional Development Funds. Submitted for Administrative Approval due to late submission to the President's Office. Administrative Approval: 10/10/2012

Revisions to Prior Administrative Approval and Board Ratification:

Dean L Abernathy, Instructor (OCC), to attend the The Association for Computer Aided Design in Architecture Annual International Conference, October 19 - 21, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1185, including a registration fee of \$635, to be paid from CFE Contracted Full-Time Conference Funds. The reason for this revision is to be reimbursed for mileage equal to the equivalency of travel by air coach.

Revised Admin. Approval: 9/27/2012

Mary E Blasius, Hourly Instructor (OCC), to attend the World Congress of Herpetology, August 9 - 14, 2012, Vancouver, Canada without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$500, travel by Air Coach, to be paid from CCA/CTA Professional Development General Funds. The reason for this revision is to change the return date of travel to August 14th (from August 13th). Revised Admin. Approval:

Gregg M Carr, Instr/Coord (GWC), to attend the Academic Senate for California Community Colleges Fall Plenary, November 8-10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$355, to be paid from Academic Senate Travel. The reason for this revision is to correct the attendance dates.

Revised Admin. Approval: 10/12/2012

Eli R Jaramillo, Temp Instructor (GWC), to attend the California Automotive Teachers Fall Conference, October 19-20, 2012, Norwalk, CA, without loss of salary, with reimbursement for allowable expenses of \$75, including a registration fee of \$45, to be paid from VTEA/Perkins funds. The reason for this revision is to correct the dates.

Revised Admin. Approval: 10/16/2012

Daniel R Johnson, Athletic Facilitator (GWC), to attend the Water Polo Competition at University of the Pacific and West Valley College, October 11-14, 2012, Stockton/Saratoga, CA, without loss of salary, with reimbursement for allowable expenses of \$600, to be paid from Trust funds. The reason for this revision is to correct the dates of travel.

Revised Admin. Approval: 9/28/2012

Fabienne McPhail Naples, Vice President (GWC), to attend the Student Affairs Administrators in Higher Education (NASPA) Western Regional Conference, November 6-12, 2012, Waikoloa, HI, without loss of salary, with reimbursement for allowable expenses of \$615, including a registration fee of \$395, to be paid from CDMA Professional and Staff Development Funds. The reason for this revision is to correct the amount of registration cost.

Revised Admin. Approval: 10/26/2012

Clyde H Phillips, Counselor (OCC), to attend the Annual California Community Colleges Extended Opportunities Programs and Services Conference, October 8 - 12, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$1100, including a registration fee of \$350, travel by Air Coach, to be paid from CFE Contracted Full-Time Conference Funds. The reason for this revision is to correct travel dates.

Revised Admin. Approval: 10/4/2012

Scott E Taylor, Instructor (GWC), to attend the Water Polo Competition at University of the Pacific and West Valley College, October 11-14, 2012, Stockton/Saratoga, CA, without loss of salary, with reimbursement for allowable expenses of \$600, to be paid from Trust funds. The reason for this revision is correct the dates of travel.

Revised Admin. Approval: 9/28/2012

Thi Y Tran, Hourly Instructor (GWC), to attend the National League for Nursing Education Summit, September 19-22, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$925, to be paid from IPD 50-60% P/T Faculty conference funds. The reason for this revision is to correct the attendance dates.

Revised Admin. Approval: 10/25/2012

Trevor F Wawrzynski, Hrly/Temp Tech (GWC), to attend the Water Polo Competition at University of the Pacific and West Valley College, October 11-14, 2012, Stockton/Saratoga, CA, without loss of salary, with reimbursement for allowable expenses of \$600, to be paid from Trust funds. The reason for this revision is to correct the dates of travel.

Revised Admin. Approval: 9/28/2012

Subject 4.02 DIS - Authorization for Attendance at Meetings and/or Conferences

Meeting Nov 7, 2012 - Regular Meeting

Category 4. Travel

Access Public

Type Consent

Authorization for Attendance at Meetings and/or Conferences

(1) Meetings for the Board of Trustees

David A Grant, Board Member (CCCD), to attend the Community College League of California (CCLC) Annual Convention & Partner Conferences, November 16-17, 2012, Los Angeles, CA, with reimbursement for actual expenses, including a registration fee of \$550, to be paid from District Conference Funds. Lodging is requested due to early morning meetings.

Jerry M Patterson, Board Member (CCCD), to attend the Community College League of California (CCLC) Annual Convention & Partner Conferences, November 16, 2012, Los Angeles, CA, with reimbursement for actual expenses, including a registration fee of \$330, to be paid from District Conference Funds.

(2) Meetings for Faculty and Staff

Loretta P Adrian, President (CCC), to attend the American Association of Community Colleges Fail Meeting, November 27-29, Washington, D.C., without loss of salary, with reimbursement for allowable expenses of \$1800, including travel by Air Coach, to be paid from Contract Ed Ancillary Funds.

Susan B Ali, Hourly Instructor (OCC), to attend the National Opera Association 2013 Convention, January 2 - 6, 2013, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$315, to be paid from CCA/CTA Professional Development Funds.

John E Altobelli, Instructor (OCC), to attend the National Baseball Coaching Convention, January 3 - 6, 2013, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$2000, including a registration fee of \$80, travel by Air Coach, to be paid from Physical Education Ancillary Funds.

Eduardo J Arismendi-Pardi, Instructor (OCC), to attend the Faculty Association of California Community Colleges Executive Board Meeting, November 16, 2012, Culver City, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

Eduardo J Arismendi-Pardi, Instructor (OCC), to attend the Faculty Association of California Community Colleges Board Meeting, November 16, 2012, Los Angeles, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

Elizabeth I Barton, Hourly Instructor (OCC), to attend the Radiologic Technology Educators of California, November 9, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$215, including a registration fee of \$120, to be paid from CFE Contracted Part-Time Conference Funds.

Elizabeth I Barton, Hourly Instructor (OCC), to attend the California Society of Radiologic Technologists Annual Conference, November 9 - 10, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including a registration fee of \$150, to be paid from CFE Contracted Part-Time Conference Funds; to be reimbursed for lodging due to late night and early morning meetings.

Alex Bayus, Hourly staff (GWC), to attend the Baseball Team Away Games, February 7-10, 2013, Reedley/Sequoias/Bakersfield, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Trust account.

Bryce A Benes, Cook (OCC), to attend the Great Bridal Expo, November 18, 2012, Anaheim, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Amanda Best, Instructor (GWC), to attend the National Council on Education for the Ceramic Arts, March 19-24, 2013, Houston, TX, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$185, travel by Air Coach, rental car and insurance, to be paid from IPD AFT Conference funds F/T.

Gretchen A Bock, Hourly Instructor (GWC), to attend the Softball Tournament, January 30 - February 3, 2013, Yuma, AZ, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Trust account.

Gretchen A Bock, Hourly Instructor (GWC), to attend the Softball Tournament, March 21-24, 2013, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Trust account.

Jessica A Bracamonte, Hrly/Temp Tech (GWC), to attend the Softball Tournament, January 30 - February 3, 2013, Yuma, AZ, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Trust account.

Jessica A Bracamonte, Hrly/Temp Tech (GWC), to attend the Softball Tournament, March 21-24, 2013, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Trust account.

Suzanne L Brazney, Inst Assoc-Exer Sci (GWC), to attend the Softball Tournament, January 30 - February 3, 2013, Yuma, AZ, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Trust account.

Suzanne L Brazney, Inst Assoc-Exer Sci (GWC), to attend the Softball Tournament, March 21-24, 2013, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Trust account.

Marilyn V Brock, Hourly Instructor (CCC), to attend the Key West Literary Seminar, January 12 - 20, 2013, Key West, FL, without loss of salary, with reimbursement for allowable expenses of \$1600, including a registration fee of \$200, travel by Air Coach, to be paid from PDI Conference and Workshop Funds, Personal funds.

Adrienne Burton, Student Fin Aid Supervisor (GWC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 8-11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$375, to be paid from General Funds.

Rosalind J Campbell, Student Fin Aid Acct Fisc Spec (OCC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from Administrative Cost Allowance 5% - Pell Grant funds.

Rachel Cervantes, Adm/Records Tech 3 (CCC), to attend the Veterans Program Administrators of California Meeting, November 8, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$112, to be paid from Veterans Program.

Sarah X Chang, Hourly Instructor (CCC), to attend the Coastline EBUS Site Visit, December 7, 2012 - January 13, 2013, Guangzhou, China without loss of salary, with reimbursement for allowable expenses of \$5000, including travel by Air Coach, to be paid from Contract Ed Ancillary Funds.

Eric Y Chen, Hourly Instructor (CCC), to attend the VMware vSphere: Optimize and Scale, January 28 - February 1, 2013, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$250, to be paid from VTEA 1-C grant.

Jodi L Ellis, Financial Aid Tech (GWC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 8-11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$375, to be paid from General Funds.

Cynthia C Erger, Inst/Food Serv Stewd (OCC), to attend the Great Bridal Expo, November 18, 2012, Anaheim, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Noemi O Flores, Student Fin Aid Tech BFAP (OCC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from Administrative Cost Allowance 5% - Pell Grant funds.

Marilyn M Fry, Hourly Instructor (CCC), to attend the Academic Senate for California Community Colleges 2012 Fall Plenary, November 8 - 10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$434, including a registration fee of \$355, to be paid from Professional Development Funds.

Albert M Gasparian, Dean (GWC), to attend the National Association of Collegiate Directors of Athletics Mid-Winter Meetings, January 24-29, 2013, Marco Island, FL, without loss of salary, with reimbursement for allowable expenses of \$1500, including travel by Air Coach, rental car and insurance, to be paid from Fundraising.

Lorraine A Henry, Hourly Instructor (OCC), to attend the 73rd Annual Conference California Society of Radiologic Technologists and the 49th Annual Teacher's Conference for Radiologic Technology Educators of California, November 9 - 10, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$670, including a registration fee of \$425, to be paid from CCA/CTA Professional Development Funds.

Charlene Ho, Student Financial Aid Technician (CCC), to attend the California Association of Student Financial Aid Administrators, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from BFAP - Categorical.

Kelly A Holt, Instructor (OCC), to attend the Health Workforce Initiative, January 16, 2013, Whittier, CA, without loss of salary, with reimbursement for allowable expenses of \$75, including a registration fee of \$35, to be paid from CFE Contracted Full-Time Conference Funds.

Nga Thi T Hong, Student Fin Aid Acct Fiscal Spec (GWC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 8-11, 2012, Anaheim, CA, without loss of salary,

with reimbursement for allowable expenses of \$700, including a registration fee of \$375, to be paid from General Funds.

Amelie F Hunter, Instructor (OCC), to attend the 15th Annual Choreography Festival, November 10 - 11, 2012, Palm Desert, CA, without loss of salary, with reimbursement for allowable expenses of \$300, to be paid from Dance Department Ancillary Funds.

Joseph W Jameson, Professional Expert (GWC), to attend the Baseball Team Away Games, February 7-10, 2013, Reedley/Sequoias/Bakersfield, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Trust funds.

Andrew C Jones, Chancellor (CCCD), to attend the Orange County Business Council Chairman's Leadership Breakfast, December 12, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$60, to be paid from Chancellor's office conference funds.

Mariam Khosravani, Exec Dir Cc Foundation (CCC), to attend the Council for Resource Development 2012 Paradigm Shift Annual Conference, November 8 - 11, 2012, Washington, D.C., without loss of salary, with reimbursement for allowable expenses of \$2700, including a registration fee of \$615, travel by Air Coach, to be paid from Foundation Account.

Frederick J Lockwood, Instructor (CCC), to attend the 2012 Riverside/San Bernardino Economic Forecast Conference, December 6, 2012, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$200, including a registration fee of \$110, to be paid from VTEA 1B Grant.

Margaret M Lovig, Hourly Instructor (CCC), to attend the Academic Senate for California Community Colleges 2012 Fall Plenary Session, November 8 - 10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$434, including a registration fee of \$355, to be paid from Professional Development Funds and Academic Senate PT Faculty Conference funds.

Yen K Luong, Student Fin Aid Tech (OCC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from Administrative Cost Allowance 5% - Pell Grant funds.

Carla R Martinez, Dean, Interim, Student Service (OCC), to attend the Chief Student Services Officers Association Board Fall Drive-In Conference, November 8, 2012, Irvine, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

Jennifer L Menchaca, Inst/Food Serv Stewd (OCC), to attend the Great Bridal Expo, November 18, 2012, Anaheim, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Georgie H Monahan, Instructor (OCC), to attend the Accrediting Commission for Community & Junior Colleges Site Visit, November 13 - 14, 2012, Ventura, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

Michael T Monday, Hourly Instructor (GWC), to attend the Baseball Team Away Games, February 7-10, 2013, Reedley/Sequoias/Bakersfield, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Trust funds.

Garland E Moore, Student Fin Aid Asst II (GWC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 10, 2012, Anaheim, CA, without loss of salary, with

reimbursement for allowable expenses of \$350, including a registration fee of \$250, to be paid from General funds.

Melissa M Moser, Dir Financial Aid (OCC), to attend the Western Association of Student Financial Aid Administrators, November 13 - 16, 2012, Phoenix, AZ, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

Janette S Moulton, Student Fin Aid Tech (CCC), to attend the California Association of Student Financial Aid Administrators, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from BFAP-Categorical.

Vincent V Ngo, Student Fin Aid Coord (OCC), to attend the California Association of Student Financial Aid Administrators, December 8 - 11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$425, to be paid from BFAP Categorical Funds.

Ngoc Diep T Nguyen, Student Fin Aid Tech (OCC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from Administrative Cost Allowance 5% - Pell Grant funds.

Thanh H Nguyen, Hrly/Temp Clerical (GWC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 8-11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$375, to be paid from General Funds.

Rina A Padilla, Student Fin Aid Spec BFAP (OCC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from Administrative Cost Allowance 5% - Pell Grant funds.

Martha M Parham, Dist Dir Mark & Pub (CCCD), to attend the Board of Governors Dinner Meeting and Legislative Visits, November 12-13, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$950, including travel by Air Coach, to be paid from Public Info Management Conference Fund.

Cynthia M Pienkowski, Director, Financial Aid & EOPS (CCC), to attend the California Association of Student Financial Aid Administrators, December 8-11 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$250, to be paid from BFAP - Categorical.

Paul Prioleau, Hourly Instructor (OCC), to attend the United States Rowing Convention & Advanced Coaches Conference, November 29 - December 2, 2012, Oklahoma City, OK, without loss of salary, with reimbursement for allowable expenses of \$1330, including a registration fee of \$300, travel by Air Coach, rental car and insurance, to be paid from CFE Contracted Part-Time Conference Funds.

Katherine M Puangco, Student Fin Aid Spec BFAP (OCC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from Administrative Cost Allowance 5% - Pell Grant funds.

Andrew Ramos, Hourly staff (GWC), to attend the Baseball Team Away Games, February 7-10, 2013, Reedley/Sequoias/Bakersfield, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Trust funds.

Cynthia L Reber-Bonhall, Instructor (OCC), to attend the The Ultrasound Society Winter Conference, February 7 -9, 2013, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$830, including a registration fee of \$260, to be paid from CFE Contracted Full-Time Conference Funds.

Virginia A Regnier, Accounting Assistant III (OCC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from Administrative Cost Allowance 5% - Pell Grant Funds.

Esmeralda Ruiz, Hrly/Temp Clerical (GWC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 8-11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$375, to be paid from General Funds.

William M Saichek, Instructor (OCC), to attend the Winter Working Connections, December 15 - 20, 2012, Frisco, TX, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

William M Saichek, Instructor (OCC), to attend the Business & Industry Leadership Team Face to Face Job Skills & Technology Forum, November 14 - 17, 2012, Frisco, TX, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

Mette H Segerblom, Sailing Program Cord (OCC), to attend the Lumens Annual User Summit, November 13 - 16, 2012, Washington, D.C., without loss of salary, with reimbursement for allowable expenses of \$1895, including a registration fee of \$545, 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 Great Bridal Expo, November 18, 2012, Anaheim, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the College.

Andreea M Serban, Vice Chancellor (CCCD), to attend the Community College League of California Annual Conference, November 14 - 17, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$1450, including a registration fee of \$550, to be paid from Management Conference.

Elizabeth E Sirchia, Staff Aide (GWC), to attend the California Association of Community College Registrars & Admissions Officers, April 28 - May 1, 2013, Cabazon, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$195, to be paid from Classified Professional Development Funds.

Steven D Skille, Dir Of Financial Aid (GWC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 8-11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$425, to be paid from General Funds.

Sheri L Sterner, Adm Dir, Res, Plan, & Inst Eff (OCC), to attend the Accrediting Commission for Community & Junior Colleges Site Visit, November 13 - 14, 2012, Ventura, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

Kathy Suarez, Student Fin Aid Tech (OCC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 10, 2012, Anaheim, CA, without loss of salary, with

reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from Administrative Cost Allowance 5% - Pell Grant funds.

Calvin V Tang, Student Fin Aid Specialist (GWC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 8-11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$375, to be paid from General Funds.

Michael R Taylor, Instructor (OCC), to attend the 2013 American Football Coaches Association, January 6 - 8, 2013, Nashville, TN, without loss of salary, with reimbursement for allowable expenses of \$1094, including a registration fee of \$30, travel by Air Coach, to be paid from CFE Contracted Full-Time Conference Funds.

Chau D Tran, Hourly Instructor (CCC), to attend the Conversations about Acceleration II: Capacity, Design and Navigation, November 16, 2012, Torrance, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Basic Skills Grant funds.

Kathie T Tran, Student Fin Aid Coor (CCC), to attend the California Association of Student Financial Aid Administrators, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from BFAP - Categorical.

Joe L Velasquez, Student Fin Aid Asst II (OCC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from Administrative Cost Allowance 5% - Pell Grant funds.

Roberto Villarreal, Instructor (GWC), to attend the Baseball Team Away Games, February 7-10, 2013, Reedley/Sequoias/Bakersfield, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Trust account.

Jenny Vu, Student Fin Aid Spec (OCC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from Administrative Cost Allowance 5% - Pell Grant funds.

Thanh T Vu, Student Fin Aid Spec (GWC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 8-11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$375, to be paid from General Funds.

Tina Vu, Student Fin Aid Tech (GWC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 8-11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$375, to be paid from General Funds.

Victoria N Vu, Student Fin Aid Tech (GWC), to attend the California Association of Student Financial Aid Administrators Annual Conference, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$350, including a registration fee of \$250, to be paid from General Funds.

Anis N Wakim, Inst/Food Serv Mgr (OCC), to attend the Great Bridal Expo, November 18, 2012, Anaheim, CA, without loss of salary, with no reimbursement authorized from District funds, at no cost to the college.

Salena A Wakim, Hourly Instructor (OCC), to attend the American Anthropological Association Annual Meeting, November 15 - 18, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$250, travel by Air Coach, rental car and insurance, to be paid from CCA/CTA Professional Development Funds.

John T Weispfenning, Vice President (OCC), to attend the Accreditation Liason Officer Workshop, November 30, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, rental car and insurance, to be paid from VPI Conference General Funds.

Amy L Williams, Inst/Food Prod Coor (OCC), to attend the Great Bridal Expo, November 18, 2012, Anaheim, CA, without loss of salary, with no reimbursement authorized from District funds, at no cost to the College.

Quan H Xa, Student Fin Aid Spec (CCC), to attend the California Association of Student Financial Aid Administrators, December 10, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$250, to be paid from BFAP - Categorical.

Revisions to Prior Board Approval:

Tina K Gill, Hourly Instructor (CCC), to attend the Entrepreneurship in Education Conference 2012, September 13 - 15, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$900, including a registration fee of \$199, to be paid from VTEA grant funds. The reason for this revision is to reimburse for mileage on personal auto in lieu of airfare, not to exceed coach airfare equivalency.

Kelly A Holt, Instructor (OCC), to attend the California Society of Radiologic Technologists Annual Conference, November 9 - 10, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$564, including a registration fee of \$170, to be paid from CFE Contracted Full-Time Conference. Funds to be reimbursed for lodging due to late night and early morning meetings. The reason for this revision is to change travel dates and reimburse for lodging.

Daniel R Johnson, Athletic Facilitator (GWC), to attend the Water Polo State Finals at Diablo Valley College, November 15-18, 2012, Pleasant Hills, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, rental car and insurance, to be paid from Trust funds. The reason for this revision is to change the location, dates and total reimbursement, and to add air coach, mileage and rental car.

Andrew C Jones, Chancellor (DIST), to attend the American Association of Community College Fall Meeting/AACC Commission on Global Education, November 27-December 2, 2012, Washington, DC, without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from Chancellor's office conference funds. The reason for this revision is to extend attendance dates through December 2, 2012, to attend the American Association of Community Colleges 21st Century Initiative-Implementation Team Meeting, if tentative meeting dates of November 30-December 1 are finalized, or the use as vacation days.

Danny C Jones, Executive Dean, O/L & Info Tec (CCC), to attend the National Association for Community College Entrepreneurship 2012, October 7 - 10, 2012, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$2205, including a registration fee of \$695, travel by Air Coach, to be paid from Marketing Travel Conference Expense. The reason for this revision is to increase the reimbursement amount by \$55.

Nancy S Jones, Dean (CCC), to attend the Modesto Training, September 20 - 21, 2012, Modesto, CA, without loss of salary, with reimbursement for allowable expenses of \$950, including a registration fee of \$150, to be paid from VTEA grant funds. The reason for this revision is to reimburse for mileage on personal

auto in lieu of airfare, not to exceed coach airfare equivalency.

Kyle M Kopp, Instructor (GWC), to attend the Water Polo State Finals at Diablo Valley College, November 15-18, 2012, Pleasant Hills, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, rental car and insurance, to be paid from Trust funds. The reason for this revision is to change the location, dates, and total reimbursement, and to add air coach, mileage and rental car.

Frederick J Lockwood, Instructor (CCC), to attend the Entrepreneurship in Education Conference 2012, September 13 - 15, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$1050, including a registration fee of \$199, to be paid from VTEA Grant Funds. The reason for this revision is to reimburse for mileage on personal auto in lieu of airfare, not to exceed coach airfare equivalency.

Frederick J Lockwood, Instructor (CCC), to attend the California Community College Association for Occupational Education, October 17-19, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$630, including a registration fee of \$445, to be paid from VTEA Grant Funds. The reason for this revision is to increase registration amount \$50 and change total reimbursement amount to \$630.

Brian K Mims, Hourly Counselor (CCC), to attend the 43rd Annual California Community Colleges Extended Opportunity Programs & Services Conference, October 10-12, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$929, including a registration fee of \$350, travel by Air Coach, to be paid from Extended Opportunity Programs and Services fund. The reason for this revision is to increase the reimbursement by \$52.

Bernice J O'Connor, Hourly Instructor (GWC), to attend the Water Polo State Finals at Diablo Valley College, November 15-18, 2012, Pleasant Hills, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from Trust funds. The reason for this revision is to change the location, dates and total reimbursement, and to add air coach and mileage.

Scott E Taylor, Instructor (GWC), to attend the Water Polo State Finals at Diablo Valley College, November 15-18, 2012, Pleasant Hills, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, rental car and insurance, to be paid from Trust funds. The reason for this revision is to change the location, dates and total reimbursement, and to add air coach, mileage and rental car.

Trevor F Wawrzynski, Hrly/Temp Tech (GWC), to attend the Water Polo State Finals at Diablo Valley College, November 15-18, 2012, Pleasant Hills, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, rental car and insurance, to be paid from Trust funds. The reason for this revision is to change the location, dates and total reimbursement, and to add air coach, mileage and rental car.

5. Curriculum Approval

Subject

5.01 DIS - Curriculum Approval

Meeting

Nov 7, 2012 - Regular Meeting

Category

5. Curriculum Approval

Access

Public

Type

Consent

Approval of New Courses

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

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

File Attachments

Curriculum - 11-7-2012.docx (65 KB)

Curriculum - November 7, 2012

Approval of New Courses

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

Coastline College

Effective Spring 2013

ACCT C109 - Excel for Accounting II; 2.0 units

36 semester lecture hours; advisory: ACCT C106; prerequisite: none; fee: none; grading method: Student Option; repeatability: none. The course includes a more advanced utilization of Excel as applied to Accounting subjects. Topics include using Excel functions to analyze data, manage multiple worksheets, and develop excel applications. This course meets the accounting-related or business-related course requirements needed to sit for the CPA exam.

ACCT C124 - Estate Planning; 3.0 units

54 Lecture semester hours; advisory: ACCT C104; prerequisite: none; fee: none; grading method: Student Option; repeatability: none. This course addresses gift, estate, and generation-skipping transfer taxes at the state and Federal levels. It covers planning techniques used to reduce tax impacts on transfers of wealth. It explores the effects of gifts and bequests, including the limitations on income shifting. Non-tax aspects of estate planning, including the estate planning process, wills, trusts, durable powers of attorney, powers of appointment, and probate procedure are also studied. This course meets the accounting-related or business-related course requirements needed to sit for the CPA exam.

CST C189 - Upgrading Microsoft Certified Solutions Associate (MCSA) to 2012; 3.0 units

54 Lecture and 18 Non-Lecture semester hours; advisory: CST C185; prerequisite: none; fee: none; grading method: Student Option; repeatability: none. This course covers the new features and functionality of Windows 2012 Management, Networking Infrastructure, Storage, Access Control, Hyper-V, High Availability and Identity Federation. Covers topics covered maps to Microsoft 70-417 Exam.

CST C221 - vSphere Performance Manage and Tune; 3.0 units

54 Lecture and 18 Non-Lecture semester hours; advisory: CST C220; prerequisite: none; fee: none; grading method: Student Option; repeatability: none. This class covers managing and tuning a vSphere environment. It prepares you to make design choices; improve and tune a vSphere environment. Topics include understanding and tuning CPU, memory, network, storage, virtual machine, and application performance. The class will have lecture and hands-on components.

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Course Revisions:

The Orange Coast College Curriculum Committee, with concurrence of the College President and the Chancellor, recommend the following course revisions be approved for inclusion in the curriculum:

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Orange Coast College

Effective Fall 2013

	FROM	то	
OH A090 – Orientation to Horticultu Subject:	i <u>re</u> Ornamental Horticulture	Horticulture	(
OH A100 - Horticulture Science Subject:	Ornamental Horticulture	Horticulture	
OH A101 – Current Topic Subject:	Ornamental Horticulture	Horticulture	
OH A105- Botany for Gardeners Subject:	Ornamental Horticulture	Horticulture	
OH A109 – Knowing Your Soils Subject:	Ornamental Horticulture	Horticulture	
OH A111 – Landscape Drafting Ted Subject:	chniques Ornamental Horticulture	Horticulture	
OH A150 – Landscape Maintenanc Subject:	<u>e</u> Ornamental Horticulture	Horticulture	
OH A151 – Introduction to Tree Car Subject:	r <u>e</u> Ornamental Horticulture	Horticulture	
OH A170 – Pest Control Applicators Subject:	s and Gardeners P.C.O. Certif Ornamental Horticulture	ication Horticulture	
OH A181 – Ornamental Trees Subject:	Ornamental Horticulture	Horticulture	
OH A182 - Ornamental Shrubs Subject:	Ornamental Horticulture	Horticulture	
OH A183 – Plant Propagation Subject:	Ornamental Horticulture	Horticulture	
OH A184 - Nursery Practices and Nursery Subject:	Management Ornamental Horticulture	Horticulture	
OH A185 – Plant Diseases Subject:	Ornamental Horticulture	Horticulture	
OH A186 – Pests of Ornamentals Subject:	Ornamental Horticulture	Horticulture	
OH A187 - Interior Plantscaping Subject:	Ornamental Horticulture	Horticulture	
OH A188 - Turf Culture and Manac Subject:	<u>lement</u> Ornamental Horticulture	Horticulture	
OH A189 – Weeds and Their Contr Subject:	<u>ol</u> Ornamental Horticulture	Horticulture	

OH A190 - California Friendly Lands Subject:	scapes Ornamental Horticulture	Horticulture
OH A191 – Cacti and Succulents Subject:	Ornamental Horticulture	Horticulture
OH A285 – Introduction to Landscar Subject:	<u>oe Design</u> Ornamental Horticulture	Horticulture
OH A286 –Landscape Design Elem- Subject:	<u>ents</u> Ornamental Horticulture	Horticulture
OH A287 – Planting Design Subject:	Ornamental Horticulture	Horticulture
OH A288 - Sprinkler Irrigation Syste Subject:	e <u>ms Design</u> Ornamental Horticulture	Horticulture
OH A289 – Installation of Residentia	al Irrigation Systems Ornamental Horticulture	Horticulture
OH A291 – Directed Study Subject:	Ornamental Horticulture	Horticulture
OH A292 – Directed Study Subject:	Ornamental Horticulture	Horticulture
OH A293 – Directed Study Subject:	Ornamental Horticulture	Horticulture
OH A294 - Directed Study Subject:	Ornamental Horticulture	Horticulture
OH A295 – Directed Study Subject:	Ornamental Horticulture	Horticulture

Repeatability removed from the following courses per Title V revisions to TOP codes 55000, 55023, 55030, 55041, 55043, 58161, 58162, and 58166.

Effective Fall 2013

	FROM	то
Accounting A291 – Directed Study Repeatability:	4	0
Accounting A292 – Directed Study Repeatability:	4	0
Accounting A293 – Directed Study Repeatability:	4	0
Accounting A294 – Directed Study Repeatability:	4	0

Accounting A295 – Directed Study Repeatability: 4	0
Airline & Travel Careers A291 - Directed Study Repeatability: 4	0
Airline & Travel Careers A292 – Directed Study Repeatability: 4	0
Airline & Travel Careers A293 – Directed Study Repeatability: 4	0
Airline & Travel Careers A294 – Directed Study Repeatability: 4	0
Airline & Travel Careers A295 – Directed Study Repeatability: 4	0
Allied Health A291 – Directed Study Repeatability: 4	0
Allied Health A292 – Directed Study Repeatability: 4	0
Allied Health A293 – Directed Study Repeatability: 4	0
American Studies A291 – Directed Study Repeatability: 4	.0
American Studies A292 - Directed Study Repeatability: 4	0
American Studies A293 - Directed Study Repeatability: 4	0
American Studies A294 – Directed Study Repeatability: 4	0
American Studies A295 - Directed Study Repeatability: 4	0
Anthropology A291 – Directed Study Repeatability: 4	0
Anthropology A292 – Directed Study Repeatability: 4	0
Anthropology A293 - Directed Study Repeatability: 4	0
Anthropology A294 – Directed Study Repeatability: 4	0

Anthropology A295 – Directed Study Repeatability: 4	0
Architectural Technology A150 – CAD 2D for Architecture Repeatability: 4	0
Architectural Technology A155 – BIM 1 for Architecture Repeatability: 4	0
Architectural Technology A156 – BIM 2 for Architecture Repeatability: 4	0 .
Architectural Technology A162 – 3D Modeling: Rinino or 3D Studi Repeatability: 4	<u>o Max</u> 0
Architectural Technology A170 – Intro to Fabrication/Safety for Al Repeatability: 2	rchitecture 0
Architectural Technology A171 – Fabrication 1 for Architecture Repeatability: 4	0
Architectural Technology A172 – Fabrication 1 for Architecture Repeatability: 4	0
Architectural Technology A201 – Design/Build for Architecture Repeatability: 4	0
Architectural Technology A205 – Architectural Drawing and Design Repeatability: 3	gn Visual 2 0
Architectural Technology A291 – Directed Study Repeatability: 4	0
Architectural Technology A292 – Directed Study Repeatability: 4	0
Architectural Technology A293 – Directed Study Repeatability: 4	0
Art A116 – Furniture Making & Design Repeatability: 4	0
Art A121 – Life Drawing 1 Repeatability: 4	0
Art A124 – Advanced Drawing Repeatability: 4	0
Art A131 – Painting 2 Repeatability: 3	0
Art A142 – Life Sculpture 1 Repeatability: 4	0

Art A143 – Story Illustration Techniq Repeatability:	ues 4	0
Art A151 - Ceramics 2 Repeatability:	3	0
Art A171 – Printmaking 2 Repeatability:	3	0
Art A175 – Screen Process Printing Repeatability:	2	0
Art A236 – Life Painting 1 Repeatability:	4	0
Art A241 – Sculpture 2 Repeatability:	3	0
<u>Art A245 – Exhibition Design 2</u> Repeatability:	3	0
Art A247 – Jewelry 2 Repeatability:	3	0
Art A286 Book Arts Repeatability:	4	0
<u>Art A291 – Directed Study</u> Repeatability:	4	0
<u>Art A292 – Directed Study</u> Repeatability:	4	0
<u>Art A293 – Directed Study</u> Repeatability:	4	0
Art A294 – Directed Study Repeatability:	4	0
<u>Art A295 – Directed Study</u> Repeatability:	4	0
Astronomy A291 – Directed Study Repeatability:	4	0
Astronomy A292 – Directed Study Repeatability:	4	0
Astronomy A293 – Directed Study Repeatability:	4	0
<u>Astronomy A294 – Directed Study</u> Repeatability:	4	0

Astronomy A295 - Directed Study Repeatability:	4	0
Athletics A109 – Sports Conditioning Repeatability:	<u>g</u> 4	0
Athletics A129 – Fitness for Perform Repeatability:	nance 4	0
Athletics A291 – Directed Study Repeatability:	4	0
Athletics A292 - Directed Study Repeatability:	4	0
Athletics A293 – Directed Study Repeatability:	4	0
Athletics A294 – Directed Study Repeatability:	4	0
Athletics A295 - Directed Study Repeatability:	4	0
Aviation Maintenance Technology A Repeatability:	A291 - Directed Study 4	0
Aviation Maintenance Technology A Repeatability:	A292 – Directed Study 4	0
Aviation Maintenance Technology A Repeatability:	A293 - Directed Study 4	0
Aviation Maintenance Technology A Repeatability:	A294 – Directed Study 4	0
Aviation Maintenance Technology A Repeatability:	A295 – Directed Study 4	0
<u>Aviation Pilot Training A120 - Priva</u> Repeatability:	<u>te Pilot Flight Lab</u> 2	0
Aviation Pilot Training A124 - Comprehensive Repeatability:	mercial Pilot Flight Lab 2	0
<u>Aviation Pilot Training A291 – Direc</u> Repeatability:	<u>sted Study</u> 4	0
Aviation Pilot Training A292 – Direc Repeatability:	<u>sted Study</u> 4	0
Aviation Pilot Training A293 – Direct Repeatability:	cted Study 4	0

Aviation Pilot Training A294 – Direct		^
Repeatability:	4	0
Aviation Pilot Training A295 – Direct Repeatability:	ted Study 4	0
Biology A172 – Nature of Birds Repeatability:	3	0
Biology A198 – Exploration of Caree Repeatability:	ers in Biology 2	0
Biology A291 – Directed Study Repeatability:	4	0
Biology A292 – Directed Study Repeatability:	4	0
Biology A293 – Directed Study Repeatability:	4	0
Biology A294 – Directed Study Repeatability:	4	0
Biology A295 - Directed Study Repeatability:	4	0
Broadcasting A291 – Directed Study Repeatability:	4	0
Broadcasting A292 – Directed Study Repeatability:	4	0
Broadcasting A293 – Directed Study Repeatability:	<u>′</u> 4	0
Broadcasting A294 – Directed Study Repeatability:	4	0
Broadcasting A295 – Directed Study Repeatability:	4	0
Business A291 – Directed Study Repeatability:	4	0
Business A292 – Directed Study Repeatability:	4	0
Business A293 – Directed Study Repeatability:	4	0
Business A294 – Directed Study Repeatability:	4	0

Business A295 – Directed Study Repeatability: 4	0
Cardiovascular Technology A291 – Directed Study Repeatability: 4	0
Cardiovascular Technology A292 – Directed Study Repeatability: 4	0
Cardiovascular Technology A293 – Directed Study Repeatability: 4	0
Cardiovascular Technology A294 – Directed Study Repeatability: 4	0
Cardiovascular Technology A295 – Directed Study Repeatability: 4	0
<u>Chemistry A291 – Directed Study</u> Repeatability: 4	0
<u>Chemistry A292 – Directed Study</u> Repeatability: 4	0
<u>Chemistry A293 – Directed Study</u> Repeatability: 4	0
<u>Chemistry A294 – Directed Study</u> Repeatability: 4	0
<u>Chemistry A295 – Directed Study</u> Repeatability: 4	0
Communication Studies A150 – Forensics Workshop Repeatability: 4	0
Communication Studies A291 – Directed Study Repeatability: 4	0
Communication Studies A292 – Directed Study Repeatability: 4	0
Communication Studies A293 – Directed Study Repeatability: 4	0
Communication Studies A294 – Directed Study Repeatability: 4	0
Communication Studies A295 – Directed Study Repeatability: 4	0
Computer and High Technology A294 – Directed Study Repeatability: 4	0

Computer and High Technology A295 – Directed Study Repeatability: 4	0
Computer Information Systems A091 – Keyboarding Speed and A Repeatability: 2	occuracy 0
Computer Information Systems A291 – Directed Study Repeatability: 4	0
Computer Information Systems A292 – Directed Study Repeatability: 4	0
Computer Information Systems A293 – Directed Study Repeatability: 4	0
Computer Information Systems A294 – Directed Study Repeatability: 4	0
Computer Information Systems A295 – Directed Study Repeatability: 4	0
Computer Science A291 – Directed Study Repeatability: 4	0
Computer Science A294 – Directed Study Repeatability: 4	0
Construction Technology A114 – Cabinet Making Repeatability: 4	0
Construction Technology A116 – Furniture Making and Design Repeatability: 4	0
Construction Technology A270 – Introduction to Construction Repeatability: 4	0
Construction Technology A291 ~ Directed Study Repeatability: 4	0
Construction Technology A292 – Directed Study Repeatability: 4	0
Construction Technology A293 – Directed Study Repeatability: 4	0
Construction Technology A294 – Directed Study Repeatability: 4	0
Construction Technology A295 – Directed Study Repeatability: 4	0
Counseling A291 – Directed Study Repeatability: 4	0

0 " 1000 D' 1 101 1		
Counseling A292 – Directed Study Repeatability:	4	0
Counseling A293 – Directed Study Repeatability:	4	0
<u>Culinary Arts A291 – Directed Study</u> Repeatability:	4	0
<u>Culinary Arts A292 – Directed Study</u> Repeatability:	4	0
<u>Dance A101 – Modern Dance 1</u> Repeatability:	4	0
<u>Dance A102 – Modern Dance 2</u> Repeatability:	4	0
<u>Dance A108 – Pilates Mat Work</u> Repeatability:	4	0
<u>Dance A110 – Ballet 1</u> Repeatability:	4	0
<u>Dance A111 – Ballet 2</u> Repeatability:	4	0
<u>Dance A115 – Yoga for Dancers</u> Repeatability:	3	0
<u>Dance A116 – Latin Style Dances</u> Repeatability:	4	0
Dance A120 – Jazz Dance 1 Repeatability:	4	0
Dance A121 – Jazz Dance 2 Repeatability:	4	0
<u>Dance A125 – Tap 1</u> Repeatability:	4	0
Dance A126 – Tap 2 Repeatability:	4	0
<u>Dance A129 – Pilates Methodology</u> Repeatability:	4	0
Dance A130 Mid-Eastern Dance 1 Repeatability:	4	0
<u>Dance A133 – Introduction to World</u> Repeatability:	Dance 4	0

<u>Dance A135 – Flamenco Dance 1</u> Repeatability:	4	0
<u>Dance A138 – Dances of Africa</u> Repeatability:	.4	0
<u>Dance A139 – Gyrokinesis</u> Repeatability:	4	0
<u>Dance A142 – Folk Dance</u> Repeatability:	4	0
Dance A143 - Jazz Dance 3-4 Repeatability:	4	0
<u>Dance A144 Ballet 3-4</u> Repeatability:	4	0
<u>Dance A145 – Modern Dance 3-4</u> Repeatability:	4	0
Dance A146 – Tap 3-4 Repeatability:	4	0
<u>Dance A147 – Flamenco Dance 2</u> Repeatability:	4	0
<u>Dance A148 – Modern Dance 1</u> Repeatability:	4	0
<u>Dance A149 – Hip-Hop Dance</u> Repeatability:	4	0
<u>Dance A150 - Improvisation Works</u> Repeatability:	<u>hop</u> 4	0
<u>Dance A152 – Pilates Apparatus an</u> Repeatability:	d Mat Work Level 1 3	0
<u>Dance A153 – Pilates Apparatus an</u> Repeatability:	d Mat Work Level 2 3	0
<u>Dance A162 –Dance Composition/C</u> Repeatability:	Choreography 2	0
<u>Dance A199 – Current Dance Topic</u> Repeatability:	<u>s</u> 4	0
Dance A201 – Rehearsal and Perfo Repeatability:	rmance 4	. 0
<u>Dance A203 – Performing Dance En</u> Repeatability:	nsemble 4	0

Dance A208 - Pilates 3-4		
Repeatability:	4	0
<u>Dance A211 – Repertoire</u> Repeatability:	4	0
<u>Dance A291 – Directed Study</u> Repeatability:	4	0
<u>Dance A292 - Directed Study</u> Repeatability:	4	0
<u>Dance A293 – Directed Study</u> Repeatability:	4	0
<u>Dance A294 – Directed Study</u> Repeatability:	4	0
<u>Dance A295 - Directed Study</u> Repeatability:	4	0
<u>Dental Assisting A291 – Directed St</u> Repeatability:	udy 4	0
<u>Dental Assisting A292 – Directed St</u> Repeatability:	udy 4	0
<u>Dental Assisting A293 – Directed St</u> Repeatability:	udy 4	0
<u>Dental Assisting A294 – Directed St</u> Repeatability:	udy 4	0
<u>Dental Assisting A295 – Directed St</u> Repeatability:	udy 4	0
<u>Diagnostic Medical Sonography A29</u> Repeatability:	91 – Directed Study 4	0
<u>Diagnostic Medical Sonography A29</u> Repeatability:	32 – Directed Study 4	0
Diagnostic Medical Sonography A29 Repeatability:	93 – Directed Study 4	0
Diagnostic Medical Sonography A29 Repeatability:	94 – Directed Study 4	0
Diagnostic Medical Sonography A29 Repeatability:	95 – Directed Study 4	0
<u>Digital Media Arts & Design A182 –</u> Repeatability:	Graphic Design 3	0

Digital Media Arts & Design A193 – Photography and Graphics w Repeatability: 3	vith Photoshop 1 0
Digital Media Arts & Design A200 – Web Design for Artists & Gra Repeatability: 2	phic Designers 0
Digital Media Arts & Design A202 – Internship Repeatability: 2	0
Digital Media Arts & Design A262 – Digital Video with Final Cut I Repeatability: 3	<u>Pro</u> 0
Digital Media Arts & Design A263 - Motion Graphics & Video Cor Repeatability: 3	mpositing with Adobe After Effects 0
Digital Media Arts & Design A280 – 2D Animation Repeatability: 3	0
<u>Digital Media Arts & Design A281 – 3D Computer Graphics Anim</u> Repeatability: 2	ation 0
<u>Digital Media Arts & Design A289 – Portfolio Development</u> Repeatability: 2	0
Digital Media Arts & Design A291 – Directed Study Repeatability: 4	0
Digital Media Arts & Design A292 – Directed Study Repeatability: 4	0
Digital Media Arts & Design A293 – Directed Study Repeatability: 4	0
<u>Digital Media Arts & Design A294 – Directed Study</u> Repeatability: 4	0
<u>Display & Visual Presentation A291 – Directed Study</u> Repeatability: 4	0
Display & Visual Presentation A292 – Directed Study Repeatability: 4	0
<u>Display & Visual Presentation A293 – Directed Study</u> Repeatability: 4	0
Display & Visual Presentation A294 – Directed Study Repeatability: 4	0
<u>Display & Visual Presentation A295 – Directed Study</u> Repeatability: 4	0
Early Childhood Education A100 - Parent/Infant Workshop Repeatability: 4	0 .

Early Childhood Education A101 - F Repeatability:	<u>Parent/Toddler Workshop</u> 4	0
Early Childhood Education A102 – F Repeatability:	Parent/Child Preschool Works	<u>qod</u> 0
Early Childhood Education A174 – E	Building Partnerships with Fan 4	nilies 0
Early Childhood Education A199 – C Repeatability:	Current Issues in Early Childho 4	0 0
Early Childhood Education A291 – Dependent of the Repeatability:	Directed Study 4	0
Early Childhood Education A292 – I Repeatability:	Directed Study 4	0
Early Childhood Education A293 – Dependent Repeatability:	<u>Directed Study</u> 4	0
Early Childhood Education A294 – I	<u>Directed Study</u> 4	0
Early Childhood Education A295 – I Repeatability:	Directed Study 4	0
Ecology A291 – Directed Study Repeatability:	4	0
Economics A199– Current Topics in Repeatability:	Economics 4	0
Economics A291 – Directed Study Repeatability:	4	0
Economics A292 – Directed Study Repeatability:	4	0
Economics A293 – Directed Study Repeatability:	4	0
Economics A294 – Directed Study Repeatability:	4	0
Economics A295 – Directed Study Repeatability:	4	0
Education A291 – Directed Study Repeatability:	4	0
Electronics Technology A101 – Rob Repeatability:	ootics 1 Mechanics & Design 2	0

Electronics Technology A146 – Intro Repeatability:	oduction to Basic Computer In 4	stallation 0
Electronics Technology A170 - Electr	etronics Laboratory 4	0
Electronics Technology A201 - Rob Repeatability:	otics 2 Motors, Transports & 2	Motor Control 0
Electronics Technology A253 – Auto Repeatability:	omation 1 Programmable Logi 2	<u>c Controllers</u> 0
Electronics Technology A289 - Intel Repeatability:	rnship 4	0
Electronics Technology A291 – Dire Repeatability:	cted Study 4	0
Electronics Technology A292 – Dire Repeatability:	cted Study 4	0
Electronics Technology A293 – Dire Repeatability:	cted Study 4	0
Electronics Technology A294 – Dire Repeatability:	cted Study 4	0
Electronics Technology A295 – Dire Repeatability:	cted Study 4	0
Emergency Medical Technology A29 Repeatability:	92 – Directed Study 4	0
Emergency Medical Technology A29 Repeatability:	93 – Directed Study 4	0
Engineering A291 – Directed Study Repeatability:	4	0
Engineering A292 – Directed Study Repeatability:	4	0
Engineering A293 – Directed Study Repeatability:	4	0
Engineering A294 - Directed Study Repeatability:	4	0
Engineering A295 – Directed Study Repeatability:	4	0
English A005 Basic Reading Skills Repeatability:	i 2	0

English A291 – Directed Study Repeatability:	4	0
English A292 – Directed Study Repeatability:	4	0
English A293 – Directed Study Repeatability:	4 .	0
English A294 – Directed Study Repeatability:	4	0
English A295 – Directed Study Repeatability:	4	0
English as a Second Language AC Repeatability:	26 - Grammar, Reading, and 2	Writing 2 0
English as a Second Language AC Repeatability:	165 – Advanced Sentence Ana 2	lysis and Construction 0
English as a Second Language A2 Repeatability:	292 – Directed Study 4	0
English as a Second Language A2 Repeatability:	293 – Directed Study 4	0
Family and Consumer Sciences A Repeatability:	291 – Directed Study 4	0
Family and Consumer Sciences A Repeatability:	292 – Directed Study 4	0
Family and Consumer Sciences As Repeatability:	293 – Directed Study 4	0
Family and Consumer Sciences A: Repeatability:	294 – Directed Study 4	0
Family and Consumer Sciences A: Repeatability:	295 - Directed Study 4	0
Fashion A050 – Sewing Lab Repeatability:	4	0
Fashion A101 – Beginning Clothin Repeatability:	g <u>Techniques</u> 2	0
Fashion A115 – Careers in Fashio Repeatability:	<u>n</u> 2	0
Fashion A130 – Tailoring Repeatability:	2	0

Fashion A180 - Fundamental Princi Repeatability:	ples of Clothing Construction 2	0
<u>Fashion A181 – Fashion Internship</u> Repeatability:	4	0
Fashion A255 – Fashion Illustrating Repeatability:	Techniques 1 2	0
Fashion A291 - Directed Study Repeatability:	4	0
Fashion A292 – Directed Study Repeatability:	4	0
Fashion A293 – Directed Study Repeatability:	4	0
Fashion A294 – Directed Study Repeatability:	4	0
Fashion A295 – Directed Study Repeatability:	4	0
Film A255 – Television Production 2 Repeatability:	2	0
Film A260 – Special Projects Repeatability:	2	0
Film A261 – Television Lab Repeatability:	2	0
Film A264 – Digital Film and Video B Repeatability:	Editing 2 2	0
Film A265 – Electronic Field Produc Repeatability:	tion 2	0
Film A270 - Digital Cinema Repeatability:	2	0
Film A291 – Directed Study Repeatability:	4	0
Film A292 – Directed Study Repeatability:	4	0
Film A293 – Directed Study Repeatability:	4	0
Film A294 – Directed Study Repeatability:	4	0

Film A295 – Directed Study Repeatability:	4	0
Food and Nutrition A199 - Current I Repeatability:	ssues in Food, Nutrition, and	Food Science 0
Food and Nutrition A286 – Directed Repeatability:	Practice for Culinology®/Food	<u>l Science</u> 0
Food and Nutrition A291- Directed Seperatability:	Study 4	0
Food and Nutrition A293 – Directed Repeatability:	Study 4	0
Food Service Management A286 – Repeatability:	Directed Practice in Food Sen 2	vice Management 0
Food Service Management A291 – Repeatability:	<u>Directed Study</u> 4	0
Food Service Management A292 – Repeatability:	<u>Directed Study</u> 4	0
Food Service Management A293 – Repeatability:	<u>Directed Study</u> 4	0
Food Service Management A294 – Repeatability:	Directed Study 4	0
Food Service Management A295 – Repeatability:	Directed Study 4	0
French A294 – Directed Study Repeatability:	4	0
French A295 – Directed Study Repeatability:	4	0
Geography A198 Regional Field S Repeatability:	Studies 4	0
Geography A291 - Directed Study Repeatability:	4	0
Geography A292 – Directed Study Repeatability:	4	0
Geography A293 – Directed Study Repeatability:	4	0
Geography A294 – Directed Study Repeatability:	4	0

Geography A295 – Directed Study Repeatability:	4	0
Geology A291 – Directed Study Repeatability:	4	0
Geology A292 – Directed Study Repeatability:	4	0
Geology A293 - Directed Study Repeatability:	4	0
Geology A294 – Directed Study Repeatability:	4	0
Geology A295 – Directed Study Repeatability:	4	0
<u>German A291 – Directed Study</u> Repeatability:	4	0
German A292 – Directed Study Repeatability:	4	0
German A293 – Directed Study Repeatability:	4	0
German A294 - Directed Study Repeatability:	4	0
German A295 – Directed Study Repeatability:	4	0
Health Education A111 – Directed S Repeatability:	Study 4	0
Health Education A199 – Current H. Repeatability:	ealth Issues 4	0
Health Education A292 – Cardiopuli Repeatability:	monary Resuscitation 4	0
Heating Ventilation, Air Conditioning Repeatability:	2 Refrigeration A100 – Air C	Conditioning & Refrigeration Principles 0
Heating Ventilation, Air Conditioning Repeatability:	<u> 8 Refrigeration A101 – Basi</u> 2	c Electrical for HVACR 0
Heating Ventilation, Air Conditioning Repeatability:	<u>a & Refrigeration A102 – Refri</u> 2	geration Service 0
Heating Ventilation, Air Conditioning Repeatability:	<u>g & Refrigeration A103 – Air C</u> 2	conditioning Service 0

Heating Ventilation, Air Conditionin Repeatability:	g & Refrigeration A104 – Air E 2	Balance 0
Heating Ventilation, Air Conditionin Repeatability:	g & Refrigeration A105 - Air 0 2	Conditioning & Refrigeration Controls 0
Heating Ventilation, Air Conditionin Repeatability:	g <u>& Refrigeration A106 – Non</u> 2	-Residential Applications for HVACR 0
Heating Ventilation, Air Conditionin Repeatability:	g & Refrigeration A110 Pne 2	umatic Controls 1
Heating Ventilation, Air Conditionin Repeatability:	g & Refrigeration A106 – Build 2	ding Automation 0
History A291 – Directed Study Repeatability:	4	0
<u>History A292 – Directed Study</u> Repeatability:	4	0
<u>History A293 – Directed Study</u> Repeatability:	4	0
<u>History A294 – Directed Study</u> Repeatability:	4	0
<u>History A295 – Directed Study</u> Repeatability:	4	0
Hospitality, Travel & Tourism A105 Repeatability:	i – Event Staffing & Coordinat 3	i <u>on</u> O
Hospitality, Travel & Tourism A116 Repeatability:	<u>6 – Internship 1</u> 4	0
Hospitality, Travel & Tourism A199 Repeatability:	9 – Current Issues in Hospitalit 4	ty, Travel & Tourism 0
<u>Hotel Management A291 – Directe</u> Repeatability:	ed Study 4	0
<u>Hotel Management A292 – Directe</u> Repeatability:	ed Study 4	0 ·
<u>Hotel Management A293 – Directe</u> Repeatability:	ed Study 4	0
<u>Hotel Management A294 – Directe</u> Repeatability:	ed Study 4	0
Hotel Management A295 – Directe Repeatability:	ed Study 4	0

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g <u>n Lab</u> 4	0
Interior Design 4	0
dization Methods 4	0
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ditorial Board 4	0
	4 4 4 4 4 Interior Design 4 Ilization Methods 4 dy 4 dy 4 dy 4 dy 4 dy 4 dy 4 duction 4 corting and Producing 4 porting and Producing 4 diction and Board

Kinesiology A105 - Cardiovascular Repeatability:	Fitness 4	0
Kinesiology A106 – Weight Training Repeatability:	4	0
<u>Kinesiology A107 – Fitness Program</u> Repeatability:	<u>ns 1</u> 4	0
Kinesiology A108 – Strength & Cone Repeatability:	ditioning 4	0
<u>Kinesiology A110 – Aerobic Exercis</u> Repeatability:	<u>e</u> 4	0
Kinesiology A111 – Step Aerobics Repeatability:	4	0
Kinesiology A112 – Body Building Repeatability:	4	0
Kinesiology A113 – Stretch and Flex Repeatability:	<u>x</u> 4	0
Kinesiology A115 – Cross Training Repeatability:	4	0
Kinesiology A116 – Triathlon Techn Repeatability:	<u>iques</u> 4	0
<u>Kinesiology A126 – Aikido</u> Repeatability:	4	0
<u>Kinesiology A127 – Karate</u> Repeatability:	4	0
<u>Kinesiology A128 – Hatha Yoga – L</u> Repeatability:	<u>evel 1</u> 4	0
<u>Kinesiology A129 – T'ai Chi Chih</u> Repeatability:	4	0
<u>Kinesiology A130 – Aqua Fitness</u> Repeatability:	4	0
<u>Kinesiology A131 – Swimming for F</u> Repeatability:	<u>ïtness</u> 4	0
Kinesiology A132 – Swimming Repeatability:	4	0
Kinesiology A136 – Introduction to S Repeatability:	Sailing 1 4	0

Kinesiology A137 – Introduction to k Repeatability:	<u>Keel Boats</u> 4	0
Kinesiology A138 – Introduction to C Repeatability:	Ocean Sailing 4	0
Kinesiology A139 – Kayaking Repeatability:	4	0
Kinesiology A140 – Outrigger Canoe Repeatability:	eing 4	0
Kinesiology A141 – Surfing and Oce Repeatability:	<u>ean Safety</u> 4	0
Kinesiology A145 - Badminton Repeatability:	4	0
<u>Kinesiology A146 – Tennis</u> Repeatability:	4	0
<u>Kinesiology A147 – Table Tennis</u> Repeatability:	4	0
<u>Kinesiology A150 – Basketball</u> Repeatability:	4	0
<u>Kinesiology A151 – Futsal/Indoor So</u> Repeatability:	occer 4	0
<u>Kinesiology A152 – Soccer</u> Repeatability:	4	0
<u>Kinesiology A153 – Golf</u> Repeatability:	4	0
<u>Kinesiology A154 – Volleyball</u> Repeatability:	4	0
<u>Kinesiology A155 – Bowling</u> Repeatability:	4	0
<u>Kinesiology A156 – Rock Climbing</u> Repeatability:	4	0
<u>Kinesiology A170 – Adapted Streng</u> Repeatability:	th Training 4	0
<u>Kinesiology A171 – Adapted Individu</u> Repeatability:	<u>ual Sports</u> 4	0
Kinesiology A172 – Adapted Aquation Repeatability:	<u>cs</u> 4	0

Kinesiology A173 – Adapted Strength and Balance Repeatability: 4	0
Kinesiology A174 – Adapted Cardiovascular Fitness Repeatability: 4	0
Kinesiology A175 – Adapted Aerobic Exercise Repeatability: 4	0
Kinesiology A176 – Adapted Stretching Repeatability: 4	0
Kinesiology A199 – Current Issues in Physical Education Repeatability: 4	0
Kinesiology A207 –Fitness Programs 2 Repeatability: 4	0
Kinesiology A208 – Strength and Conditioning 2 Repeatability: 4	0
Kinesiology A228 – Hatha Yoga - Level 2 Repeatability: 4	0
Kinesiology A275 – Sports Medicine Practicum Repeatability: 4	0
Kinesiology A298 –Fitness Specialist Internship Repeatability: 4	0
Learning Skills A001 – Basic Skills Remediation Repeatability: 4	0
Machine Technology A100 – Introduction to Machine Shop Repeatability:	0
Machine Technology A105 Lathe Repeatability: 2	0
Machine Technology A110 – Milling Machine Repeatability: 4	0
Machine Technology A115 – Production Milling Techniques Repeatability: 4	0
Machine Technology A120 – Blueprint Reading for Manufacturing Repeatability: 2	0
Machine Technology A121 – Computations for Machinists Repeatability: 2	0
Machine Technology A133 – CNC Programming-Mastercam 1 Repeatability: 2	0

Machine Technology A134 - CNC F Repeatability:	Programming-Mastercam 2 2	0
Machine Technology A141 - Master Repeatability:	rcam Lathe 2	0
<u>Machine Technology A142 – Master</u> Repeatability:	rcam Solids 2	0
Machine Technology A150 - Tool a Repeatability:	nd Cutter Grinding 2	0
<u>Machine Technology A175 – Dimen</u> Repeatability:	sioning and Tolerancing 2	0
<u>Machine Technology A190 – Eleme</u> Repeatability:	ntary Metallurgy 2	0
Machine Technology A199 - Currer Repeatability:	nt Topics in Machine Technolog	<u>gy</u> 0
Machine Technology A200 – Tooling Repeatability:	g 2	0
<u>Machine Technology A291 – Directo</u> Repeatability:	ed Study 4	0
Machine Technology A292 - Director Repeatability:	ed Study 4	0
Machine Technology A293 - Director Repeatability:	ed Study 4	0
<u>Machine Technology A294 – Directe</u> Repeatability:	ed Study 4	0
<u>Machine Technology A295 – Director</u> Repeatability:	ed Study 4	0
Marine Activities A136 – Introduction Repeatability:	n to Sailing 2	0
Marine Activities A137 - Introduction Repeatability:	n to Keel Boats 2	0
Marine Activities A138 - Introduction Repeatability:	n to Ocean Sailing 2	0
Marine Activities A139 – Kayaking Repeatability:	4	0
Marine Activities A140 – Outrigger G Repeatability:	Canoeing 4	0

Marine Activities A150 – Coastal Nav Repeatability:	vigation 2	0
Marine Activities A151 – Maritime Inc Repeatability:	dustry 2	0
Marine Activities A152 – Boat Handli Repeatability:	ng and Seamanship 2	0
Marine Activities A154 – Yachtkeepir Repeatability:	ng and Engine Maintenance 2	0
Marine Activities A155 – Navigation f Repeatability:	or Deckhands 2	0
Marine Activities A156 – Maritime En	vironment 2	0
Marine Activities A157 – Radar Obse Repeatability:	erver 2	0
Marine Science A291 – Directed Stud Repeatability:	<u>dy</u> 4	0
Marine Science A291H – Directed St Repeatability:	tudy Honors 4	0
Marine Science A292 – Directed Stud Repeatability:	<u>dy</u> 4	0
Marine Science A292H - Directed St Repeatability:	tudy Honors 4	0
Marine Science A293 – Directed Stu- Repeatability:	<u>dy</u> 4	0
Marine Science A294 – Directed Stu- Repeatability:	<u>dy</u> 4	0
Marine Science A295 – Directed Stu- Repeatability:	<u>dy</u> 4	0
Marketing A292 – Directed Study Repeatability:	4	0
Marketing A293 – Directed Study Ho Repeatability:	onors 4	0
<u>Mathematics A291 – Directed Study</u> Repeatability:	4	0
Mathematics A292 – Directed Study Repeatability:	4	0

Mathematics A293 - Directed Study	1	
Repeatability:	4	0
Mathematics A294 – Directed Study Repeatability:	4	0
Mathematics A295 – Directed Study Repeatability:	4	0
Medical Assisting A291 – Directed S Repeatability:	Study 4	0
Medical Assisting A292 – Directed S Repeatability:	Study 4	0
Medical Assisting A293 – Directed S Repeatability:	Study 4	0
Medical Assisting A294 – Directed S Repeatability:	<u>Study</u> 4	0
Medical Assisting A295 - Directed S Repeatability:	Study 4	0
Music A101 – Musicianship and Ear Repeatability:	Training 2	0
Music A102 – Computers in Music Repeatability:	4	0
Music A120 - College Choir Repeatability:	4	0
Music A122 - Chamber Singers Repeatability:	4	0
Music A101 – Musicianship and Ear Repeatability:	Training 2	0
Music A102 – Computers in Music Repeatability:	4	0
Music A120 – College Choir Repeatability:	.4	0
Music A122 - Chamber Singers Repeatability:	4	0
Music A127 – Jazz Lab Ensemble Repeatability:	4	0
Music A129 – Guitar Ensemble Repeatability:	4	0

Music A132 – Wind Ensemble Repeatability:	4	0
<u>Music A133 – Orchestra</u> Repeatability:	4	0
Music A140 – Beginning Instruments Repeatability:	<u>s</u> 2	0
Music A144 – Popular Vocal Technic Repeatability:	<u>ques</u> 2	0
Music A145 – Voice 1 Repeatability:	2	0
Music A146 – Voice 2 Repeatability:	`3	0
Music A150 - Intermediate Band/Or Repeatability:	chestra 2	0
Music A230 – Jazz Improvisation Repeatability:	. 4	0
Music A233 – Symphonic Chamber Repeatability:	Orchestra 4	0
Music A234 – Studio Jazz Ensemble Repeatability:	<u>e</u> 4	0
Music A236 – Introduction to Sound Repeatability:	Reinforcement 2	0
Music A244 Voice 3-4 Repeatability:	2	0
Music A261 – Recording Technique Repeatability:		0
Music A265 – Recording Technique Repeatability:		0
Music A290 - Applied Music Repeatability:	4	
Music A291 – Directed Study		0
Repeatability: <u>Music A292 - Directed Study</u>	4	0
Repeatability: <u>Music A293 - Directed Study</u>	4	0
Repeatability:	4	0

Music A294 – Directed Study Repeatability:	4	0
Music A295 – Directed Study Repeatability:	4	0
Neurodiagnostic Technology A291 - Repeatability:	- Directed Study 4	0
Neurodiagnostic Technology A292 - Repeatability:	<u>- Directed Study</u> 4	0
Neurodiagnostic Technology A293 - Repeatability:	- Directed Study 4	0
Neurodiagnostic Technology A294 - Repeatability:	- Directed Study 4	0
Neurodiagnostic Technology A295 Repeatability:	- Directed Study 4	0
Nutrition Care A291 – Directed Stud Repeatability:	4	0
Nutrition Care A292 – Directed Stud Repeatability:	<u>dv</u> 4	0
Nutrition Care A293 – Directed Stud Repeatability:	<u>4</u>	0
Nutrition Care A294 – Directed Stud Repeatability:	<u>ily</u> 4	0
Nutrition Care A295 – Directed Stud Repeatability:	<u>1y</u> 4	0
<u>Philosophy A291 – Directed Study</u> Repeatability:	4	0
Philosophy A292 - Directed Study Repeatability:	4	0
Philosophy A293 – Directed Study Repeatability:	4	0
Philosophy A294 – Directed Study Repeatability:	4	0
Philosophy A295 – Directed Study Repeatability:	4	0
Photography A100 – Get to Know Y Repeatability:	<u>'our Digital Camera</u> 4	0

Photography A122 – Personal Expre Repeatability:	ession 2	0
Photography A123 – Introduction to Repeatability:	Digital Photography 3	0
Photography A152 – Photo Gallery Repeatability:	4	0
Photography A160 – Black and White Repeatability:	te Photography Laboratory 4	0
Photography A161 —Digital Photogra Repeatability:	aphy Laboratoy 4	0
Photography A196 – Photo Bookwo Repeatability:	<u>rks</u> 2	0
Photography A205 - Professional D Repeatability:	igital Capture 2	0
Photography A220 – Fashion Photo Repeatability:	graphy 4	0
<u>Photography A225 – Professional D</u> Repeatability:	igital Workflow and Color Man 3	agement 0
Photography A260 – Special Project Repeatability:	<u>s</u> 4	0
Photography A261 - Non-Lab Speci Repeatability:	al Projects 4	0
Photography A280 – Professional D Repeatability:	igital Techniques 2	0
Photography A283 - Art Photograph Repeatability:	<u>1</u> 2	0
<u>Photography A287 – Alternative Met</u> Repeatability:	hods 4	0
Photography A291 — Directed Study Repeatability:	4	0
<u>Photography A292 – Directed Study</u> Repeatability:	4	0
Photography A293 – Directed Study Repeatability:	4	0
Photography A294 – Directed Study Repeatability:	4	0

Photography A295 - Directed Study Repeatability:	4	0
Physics A291 – Directed Study Repeatability:	4	0
Physics A292 – Directed Study Repeatability:	4	0
Physics A293 – Directed Study Repeatability:	4	0
Physics A294 – Directed Study Repeatability:	4	0
Physics A295 Directed Study Repeatability:	4	0
Political Science A291 – Directed St Repeatability:	udy 4	0
Political Science A292 – Directed St Repeatability:	udy 4	0
Political Science A293 - Directed St Repeatability:	udy 4	0
Political Science A294 – Directed St Repeatability:	udy 4	0
Political Science A295 – Directed St Repeatability:	udy 4	0
<u>Psychology A199 – Current Topics i</u> Repeatability:	<u>n Psychology</u> 4	0
<u>Psychology A245 – Field Work for Magnetability:</u>	<u>1ental Health Workers</u> 2	0
<u>Psychology A291 – Directed Study</u> Repeatability:	4	0
<u>Psychology A292 – Directed Study</u> Repeatability:	4	0
<u>Psychology A293 – Directed Study</u> Repeatability:	4	0
<u>Psychology A294 – Directed Study</u> Repeatability:	4	0
<u>Psychology A295 – Directed Study</u> Repeatability:	4	0

Radiologic Technology A291 – Direc Repeatability:	ted Study 4	0
Radiologic Technology A292 - Direc Repeatability:	ted Study 4	0
Radiologic Technology A293 – Direc Repeatability:	ted Study 4	0
Radiologic Technology A294 – Direc Repeatability:	ted Study 4	0
Radiologic Technology A295 – Direc Repeatability:	ted Study 4	0
Religious Studies A291 – Directed S Repeatability:	tudy 4	0
Religious Studies A292 – Directed S Repeatability:	<u>tudy</u> 4	0
Religious Studies A293 – Directed S Repeatability:	tudy 4	0
Religious Studies A294 – Directed S Repeatability:	tudy 4	0
Religious Studies A295 – Directed S Repeatability:	<u>tudy</u> 4	0
Respiratory Care A291 – Directed St Repeatability:	tudy 4	0
Respiratory Care A292 – Directed St Repeatability:	tudy 4	0
Respiratory Care A293 – Directed St Repeatability:	tudy 4	0
Respiratory Care A294 – Directed Streepeatability:	tudy 4	0
Respiratory Care A295 - Directed Street Repeatability:	tudy 4	0
Sociology A291 – Directed Study Repeatability:	4	0
Sociology A292 – Directed Study Repeatability:	4	0
Sociology A293 – Directed Study Repeatability:	4	0

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Sociology A294 – Directed Study Repeatability:	4	0
Sociology A295 – Directed Study Repeatability:	4	0
<u>Spanish A199 – Current Topics in S</u> Repeatability:	<u>panish</u> 4	0
<u>Spanish A291 – Directed Study</u> Repeatability:	4	0
Spanish A292 – Directed Study Repeatability:	4	0
Spanish A293 – Directed Study Repeatability:	4	0
Spanish A294 – Directed Study Repeatability:	4	0
Spanish A295 – Directed Study Repeatability:	4	0
<u>Technology A293 – Directed Study</u> Repeatability:	4	0
<u>Theatre Arts A104 – Improvisation</u> Repeatability:	2	0
<u>Theatre Arts A109 – Musical Theatre</u> Repeatability:	e Workshop 2	0
<u>Theatre Arts A141 – OCC Theatre F</u> Repeatability:	Repertory 4	0
Theatre Arts A145 - Touring Production Repeatability:	tion 2	0
<u>Theatre Arts A165 – Stagecraft Lab</u> Repeatability:	4	0
<u>Theatre Arts A170 – Stage Crew Ac</u> Repeatability:	tivity 4	0
<u>Theatre Arts A173 – Classic America</u> Repeatability:	an Play Production 4	0
<u>Theatre Arts A175 – Stage Scenery</u> Repeatability:	4	0
<u>Theatre Arts A177 – Make-up</u> Repeatability:	4	0

<u>Theatre Arts A181 – Arts Internship</u> Repeatability:	4	0
<u>Theatre Arts A215 – Rehearsal and I</u> Repeatability:	<u>Performance</u> 4	0
<u>Theatre Arts A275 – Directing</u> Repeatability:	4	0
<u>Theatre Arts A291 – Directed Study</u> Repeatability:	4	0
<u>Theatre Arts A292 – Directed Study</u> Repeatability:	4	0
<u>Theatre Arts A293 – Directed Study</u> Repeatability:	4	0
<u>Theatre Arts A294 – Directed Study</u> Repeatability:	4	0
<u>Theatre Arts A295 – Directed Study</u> Repeatability:	4	0
<u>Tutoring A050 – Supervised Tutoring</u> Repeatability:	1 4	0
<u>Tutoring A060 – Supervised Learning</u> Repeatability:	<u>g</u> 4	0
<u>Tutoring A150 – Tutoring Skills/Stude</u> Repeatability:	ent Success Center 4	0
Welding A102 – Weld Testing GMAV Repeatability:	<u>v</u> 4	0
Welding A105 – Weld Testing Basic Repeatability:	4	0
Welding A106 – Weld Testing Interm Repeatability:	ediate 2	0
Welding A107 – Weld Testing Advan	aced 3	0
Welding A108 – Weld Testing GMAV Repeatability:	<u>V</u> 4	0
Welding A109 – Weld Testing FCAW Repeatability:	<u>l</u> 4	0
Welding A115 – Arc and Oxy-acetyle Repeatability:	ene Welding Practice 4	0

Welding A122 - Beginning Welding Repeatability:	4	0
Welding A123 – Advanced Welding Repeatability:	4	0
Welding A130 – Gas Tungsten Arc Repeatability:	Welding 4	0
Welding A211 - Gas Metal Arc Wel Repeatability:	ding Training 4	0
Welding A215 – Continuing Arc and Repeatability:	Oxy-Acetylene Laboratory 4	0
Welding A250 – Pipe Welding Repeatability:	4	0
Welding A250 - Orbital Welding Repeatability:	4	0
Welding A291 - Directed Study Repeatability:	4	0
Welding A292 – Directed Study Repeatability:	4	0
Welding A293 – Directed Study Repeatability:	4	0
Welding A294 – Directed Study Repeatability:	4	0
Welding A295 – Directed Study Repeatability:	4	0

Course Retirements:

The Coastline College and Golden West College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommend the following courses be retired from the curriculum:

Coastline College

Effective Spring 2013

ENGL C108 Information Competency and Library

Golden West College

Effective Fall 2013

DART G101 Business of Art (keep ART G101)
DART G120 Rendering I (keep ART G120)
DART G175/ART G175 Cartooning

Course Suspensions:

The Coastline College Curriculum Committee, with concurrence of the College President and the Chancellor, recommend the following courses be suspended from the curriculum:

Coastline College

Effective Summer 2012*

ENVS C100	Introduction to Environmental Science
PHOT C100	Intro to Photography and Laboratory
PHOT C102	Photo Techniques and Appreciation
PHOT C105	Basic Non-Laboratory Photography (AB)
PHOT C107	Black and White Darkroom (AB)
PHOT C110	Creative Darkroom Techniques
PHOT C120	Special Subjects 1 (AB)
PHOT C121	Special Subjects 2 (AB)

^{*}Explanation: The course suspensions above were slated to go to the last Coastline College Curriculum Committee meeting of 2011-2012, but did not make the agenda. Instead they were processed on the first Coastline Curriculum Committee meeting of 2012-2013.

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

Program/Option Revisions:

The Coastline College, Golden West College and Orange Coast College Curriculum Committees, with concurrence of the College Presidents and the Chancellor, recommends the following programs/options revisions be approved for inclusion in the curriculum:

Effective Fall 2013

Retail Management Certificate of Achievement

Required Course: Delete BC C100

Required Course: Add CIS C100

Retail Management AA Degree

Required Course: Delete BC C100

Required Course: Add CIS C100

Golden West College

Effective Fall 2013

Business Administration - Certificate of Achievement

Required course: Delete CS G101

CS G130

Required course: Add ACCT G100

ACCT G235

Program Units:

Decrease

From 25.0-27.0 to 23.0-25.0

Orange Coast College

Effective Fall 2013

Ornamental Horticulture - Certificate of Achievement/ AS Degree

Title:

Delete

Ornamental Horticulture

Title:

Add

Horticulture

Program/Option Suspensions

The Coastline College Curriculum Committee, with concurrence of the College President and the Chancellor, recommend the following program/options be suspended:

Coastline College

Effective Fall 2012

Geographic Information Systems - Certificate of Specialization

6. Authorization for Student Trips

Subject 6.01 OCC - Student Trips

Meeting Nov 7, 2012 - Regular Meeting

Category 6. 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.

Annual California-Nevada-Hawaii Circle K Convention

Location: San Diego, California Dates: March 15-17, 2013

Department: OCC Circle K Club

Cost/Purpose/Funding: Total amount \$6,000; for registration, meals, parking, hotel, mileage, supplies and miscellaneous expenses; to be paid from ASOCC funds, Individual student member funds, Kiwanis Club of

Costa Mesa funds

Transportation: District, private vehicles

OCC - Baseball - Fail 2012 Contests

Location: Palomar College - San Marcos, Ca

Dates: November 14, 2012

Department: OCC Kinesiology & Athletics

Cost/Purpose/Funding: No cost to the college. This contest is part of the non-traditional baseball season

and part of the ATHL A119 #24524 baseball team course that is offered in the fall 2012 semester

Transportation: District, private vehicles

Subject

6.02 CCC - Student Trips

Meeting

Nov 7, 2012 - Regular Meeting

Category

6. 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: Restaurant Field Trip

Location: Costa Mesa Date: December 10, 2012

Cost/purpose/funding source: No cost to college. Students to practice skills they have learned in class.

Department: Special Programs and Services for the Disabled

Transportation: Personal Transportation

Conference/Activity: JD Property Management Office

Location: Costa Mesa

Dates: November 21, 2012

Department: Career and Technical Education (CTE) **Cost/purpose/funding source**: No cost to the College

Transportation: Personal vehicles

Conference/Activity: Anaheim Brewery

Location: Anaheim, California

Date: November 14, 2012

Department: Biology

Transportation: Personal Vehicles

Subject 6.03 GWC - Student Trips

Meeting Nov 7, 2012 - Regular Meeting

Category 6. Authorization for Student Trips

Access Public

Type Consent

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

Baseball Team Overnight Trips Spring 2013

Locations & Date(s):

February 7-10, 2013 @ Reedley/Sequoias/Bakersfield

May 2-4, 2013 @ TBD, if qualified for Regionals

May 9-12, 2013 @ TBD, if qualified for Super Regionals

May 16-19, 2013 @ TBD, if qualified for State Finals

Department: Health Education/Kinesiology/Athletics

Cost/purpose/funding source: \$12,000 for lodging, transportation and meals from Trust accounts.

Softball Team Overnight Trips Spring 2013

Locations & Date(s):

January 30 - February 3, 2013 @ Yuma, Arizona

March 21-24, 2013 @ Santa Barbara

May 3-5, 2013 @ TBD, if qualified for 1st Round State Tournament

May 9-12, 2013 @ TBD, if qualified for 2nd Round State Tournament

May 16-19, 2013 @ Bakersfield, if qualified for State Finals

Department: Health Education/Kinesiology/Athletics

Cost/purpose/funding source: \$10,000 for lodging, transportation and meals from Trust accounts.

Rediscover the Red Cross Today

Location: Santa Ana, CA

Date(s): January 17 and April 18, 2013

Department: Student Activities

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

Future Teachers Association TV Show Taping Fundraiser – Let's Make a Deal!

Location: Los Angeles, CA

Date(s): November 30, 2012

Department: Student Activities

Cost/purpose/funding source: No cost to the College.

Men's Water Polo Overnight Trips Fall 2012

Locations & Dates:

September 12-16, 2012 @ Cuesta College

October 11-14, 2012 @ University of the Pacific/West Valley College

November 15-18, 2012 @ Diablo Valley College (if qualified)

Department: Health Education/Kinesiology/Athletics

Cost/purpose/funding source: \$14,000 for lodging, transportation and meals from Trust accounts. (Revision is to increase the cost from \$3,000 and change one of the locations. Previous Board action:

7/18/12.)

Women's Water Polo Overnight Trips Fall 2012

Location & Dates:

September 5-9, 2012 @ American River College

September 27-30, 2012 @ Cuesta College

November 15-18, 2012 @ Diablo Valley College (if qualified)

Department: Health Education/Kinesiology/Athletics

Cost/purpose/funding source: \$12,000 for lodging, transportation, and meals from Trust accounts.

(Revision is to increase the cost from \$7,000. Previous Board action: 9/19/12.)

2012 LA Conference Expo: Association for the Advancement of Suitability in Higher Education (AASHE)

Location: Los Angeles

Date(s): October 14-17, 2012

Department: Student Activities

Cost/purpose/funding source: \$1,700 for registration fees and mileage from council projects funds.

(Revision is to add mileage. Previous Board action: 9/19/12.)

California Community College Student Affairs Association Student Leadership Conference

Location: Los Angeles, California Date(s): October 19-21, 2012 Department: Student Activities

Cost/purpose/funding source: \$7,000 for food, lodging, and mileage from Associated Students funds. (Revision is to increase cost from \$6,500 and to change from District transportation to personal automobiles,

to include reimbursement for mileage. Previous Board action: 9/5/12.)

7. Authorization for Special Projects

Subject 7.01 OCC - Special Projects

Meeting Nov 7, 2012 - Regular Meeting

Category 7. Authorization for Special Projects

Access Public

Type Consent

Accrediting Commission for Community and Junior Colleges (ACCJC) Comprehensive Site Visit

Date: March 18-21-2013

Purpose: Site visit necessary for Accreditation

Cost/Purpose/Funding Source: Total amount of \$3,000 for supplies, food, beverages, and other event

related items to be paid for with Accreditation Ancillary funds.

Art Flicks

Date: Friday Nov. 30, 2012

Purpose: Enrichment and Extra- Credit Opportunity Viewing and Discussion open to OCC Students,

moderated by instructors Irini Rickerson and Dana Doyle Cost/Purpose/Funding Source: No cost to the college

Alpha Beta Gamma Honor Society Meetings and Events

Date: October 18, 2012 -June 30, 2013

Purpose: Student-centered events, meetings, and activities

Cost/Purpose/Funding Source: Total cost \$3,000 for supplies, advertising, printing, postage, gifts, prizes, venue admissions, parking fees, fares, film licensing, speakers' fees, refreshments, decorations, purchases of promotional/logo items, and other allowable expenses to be paid from Alpha Beta Gamma/ASOCC funds, fundraising, sponsorships, students' personal funds.

Fall Fashion Sale and Industry Panel

Date: December 5, 2012

Purpose: Lecture to benefit OCC students specifically in Business and Fashion. Panel topics to include career pathways in the fashion industry, international business practices, and innovations in business operations. Possible vendors in attendance: RVCA, Element, Hurley, Volcom, and Lucy Love and student participation. Anticipated attendance: 200.

Cost/Purpose/Funding Source: No cost to the students. Refreshments to be paid from ancillary and ASOCC funds.

OCC Mudslingers Holiday Ceramics Sale

Date: Dec. 7, 2012

Purpose: Student and Community Outreach; Club Fund Raiser.

Cost/Purpose/Funding: Cost \$100. Expenses to be paid from ASOCC and ancillary funds.

Sports Tournament

Date: January 26, 2013

Purpose: Bring together Circle K clubs from colleges and universities in the region. Admission will be charged and all net profits will be donated to children's charities.

Cost/Purpose/Funding: Total amount \$500; Materials, supplies, rentals, refreshments, entertainment, speakers, promotional items, prizes, opportunity drawing items, liability insurance and miscellaneous related expenses. To be paid from ASOCC funds, donations, sponsors, and Foundation funds.

REVISION TO PREVIOUS BOARD ACTION

OCC Baseball & University of Oregon Baseball Camp

Revised Date: Revised from January 4-5, 2013 to December 28-29, 2012

Purpose: To co-sponsor a baseball camp in partnership with the University of Oregon on the OCC baseball field. The event will promote the OCC campus, its facilities, and the OCC baseball program, while bringing in potential baseball recruits. The event will also be used as a fund raiser for the OCC baseball program.

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

Previous board action on 10/03/12

Subject 7.02 CCC - Special Projects

Meeting Nov 7, 2012 - Regular Meeting

7. Authorization for Special Projects Category

Access **Public**

Type Consent

Foundation 2012 Holiday Reception

Date: December 4, 2012, 5:30 p.m.- 7:30 p.m. Location: Coastline Newport Beach Campus

Department: Foundation

Purpose: Appreciation for the support of Foundation Board Members, Sponsors, Trustees and donors. Cost/purpose/funding source: Cost is \$5,000/to purchase materials and refreshments/ funding from

Foundation Ancillary.

Private Ballet Classes

Dates: November 13, 2012; November 20, 2012; November 27, 2012; December 4, 2012; December 11, 2012; and December 18, 2012; 7:15 p.m. - 8:15 p.m.; November 10, 2012; November 17, 2012; December 1,

2012; December 8, 2012 and December 15, 2012; 9:30 a.m. - 10:30 a.m.

Location: Coastline College Costa Mesa Center Dance Room

Department: Dance

Purpose: Private Dance Instruction

Cost/Purpose: \$99 fee for the Tuesday sessions and \$88 fee for the Saturday sessions to be paid to the

instructor.

Garden Grove Police Department - POST Written Exam

Date: November 15, 2012 from 2:00 p.m.-7:00 p.m.

Location: Garden Grove Center, Room 315

Department: Career and Technical Education, Garden Grove Center

Purpose: Use of Garden Grove Center for community event

Cost/Purpose: Contribution from vendor of \$175 for use of facility space

Funding Source: None

Administratively Approved:

Orange County League of United Latin American Citizens Foundation (LULAC) Event Co-Sponsorship

Date: October 18, 2012 from 5:00 p.m. – 9:00 p.m. Location: Garden Grove Center in Room 315

Department: Marketing, PR, and Governmental Affairs

Purpose: Community Event

Cost/Purpose: No cost. \$140/in-kind contribution from Coastline (leasing value of facility space)

Funding Source: None

Chancellor Jones approved Admin Approval on 10/16/2012 due to time constraints and the event taking place prior to the next board meeting.

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Parent Workshop and Resource Fair Event Co-Sponsorship

Date: November 3, 2012 from 9:00 a.m. - 1:00 p.m.

Location: Garden Grove Center room 122

Department: Marketing, PR, and Governmental Affairs

Purpose: Community Event

Cost/Purpose: No cost. \$100/in-kind contribution from Coastline (leasing value of facility space). Organizing

group to pay \$320 to Coastline to cover staffing costs.

Funding Source: None

Chancellor Jones approved Admin Approval on 10/16/2012 due to time constraints and the event taking place

prior to the next board meeting.

Subject 7.03 GWC - Special Projects

Meeting Nov 7, 2012 - Regular Meeting

Category 7. Authorization for Special Projects

Access Public

Type Consent

Golden West College High School Counselors' Breakfast

Date(s): December 4, 2012

Department: Special Events

Purpose: Introduce high school counselors to the program and services provided at Golden West College for

their students.

Cost/purpose/funding source: \$2,000 for food, publications, giveaways, gift cards, donations, rental

equipment and decorations from ASGWC and general funds.

Puente Project Family Night and Welcome Dinner

Date(s): November 16, 2012 Department: Counseling

Purpose: Provide overview of the Puente Project function and expectations to the parents/guardians of

participants.

Cost/purpose/funding source: \$1,000 for food and supplies from Puente Program funds.

Softball Team Annual Cookie Dough Sale

Date(s): November – December 2012

Department: PE/Athletics

Purpose: Fundraiser for the Women's Softball Team

Cost/purpose/funding source: \$3,000 for cookie dough to be paid from collected funds.

ASGWC/UCI Donor Days

Date(s): November 26-28, 2012 Department: Student Activities

Purpose: Collaboration with UCI to host a blood drive on campus.

Cost/purpose/funding source: \$200 for food and supplies from ASGWC funds.

ASGWC Fall Sustainability Event

Date(s): November 28, 2012 Department: Student Activities

Purpose: To bring sustainable practices and awareness to the campus; including community resources. **Cost/purpose/funding source**: \$1,000 for food, speaker fee, donations and supplies from ASGWC funds.

Annual Purchase of Supplies for Emancipated Foster Youth Program

Date(s): Academic Year 2012 - 2013
Department: EOPS/CARE/EFY

Purpose: To provide Foster Youth book services, cosmetology kits, automotive tools, registration & health

fees, Student Health Center services, and police academy supplies/ equipment.

Cost/purpose/funding source: \$25,000 from EFY fund.

Annual Purchase of Automotive Tools for Emancipated Foster Youth Program

Date(s): Academic Year 2012 - 2013
Department: EOPS/CARE/EFY

Purpose: To provide Foster Youth automotive tools **Cost/purpose/funding source**: \$2,000 from EFY fund.

iSanctuary Presentation and Jewelry Sales

Date(s): November 29, 2012

Department: Sociology

Purpose: To educate and bring awareness of human trafficking

Cost/purpose/funding source: No cost to the College.

Bill Brazney Memorial Over the Line Tournament

Date(s): November – December, 2012

Department: PE/Athletics

Purpose: Fundraiser for the Women's softball Team

Cost/purpose/funding source: \$5,000 for tournament expenses (deposit, fees, meals, awards, giveaways, and other related expenses) to be paid for by tournament entry fees of participants and Auxiliary accounts.

Track Invitational Tournament

Date(s): April, 2013
Department: Athletics

Purpose: Competition for men's and women's track teams

Cost/purpose/funding source: \$3,000 for game officials, helpers, and other expenses related to running a

tournament from auxiliary funds.

Alpha Gamma Sigma Honor Society Southern Regional Conference

Date(s): October 27, 2012

Department: Student Activities

Purpose: Leadership Conference hosted by the Sigma Pi Chapter of Alpha Gamma Sigma Honor Society at

Golden West College and fundraiser for AGS spirit teams.

Cost/purpose/funding source: \$4,500 for registration, supplies, food, speaker honorariums, decorations and entertainment, publications, giveaways, gift cards, donations, rental equipment, speakers, and other items needed from club funds.

(Revision is to increase cost from \$2,000 and to include the fundraiser. Previous Board action: 6/20/12.)

8. Authorization for Funded Programs

Subject 8.01 DIS - Authorization to Apply for Funded Programs

Meeting Nov 7, 2012 - Regular Meeting

Category 8. Authorization for Funded Programs

Access Public

Type Consent

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

Golden West College received a renewal of the California Community College Chancellor's Office, Economic and Workforce Development Program grant titled "Health Workforce Initiative (HWI)," formerly Regional Health Occupations Resource Center (RHORC), for FY 2012-13. The HWI fosters communication and collaboration between the health care industry and education systems, including community colleges, ROP, high school medical academies, and clinical service partners in Orange County, the Inland Empire and Los Angeles County.

Fiscal Impact: Golden West College receives \$205,000 from July 1, 2012 through June 30, 2013, with an in-kind match of \$205,000 generated from HWI activities.

Orange Coast College received a renewal of the United States Government Federal Block Grant – Yosemite Community College District grant titled "Child Development Training Consortium." This is an ongoing program for Orange Coast College as part of a consortium of over 72 community colleges to enhance child care throughout California.

Fiscal Impact: Orange Coast College receives \$25,000 between September 1, 2012, to and including June 30, 2013. No matching funds required.

Orange Coast College received the California Department of Education - San Francisco Community College District grant titled "California Early Childhood Mentor Program." This program provides resources and support to aspiring and experienced teachers and administrators in programs serving children birth to five and before- and after-school programs.

Fiscal Impact: Orange Coast College receives \$650 between August 1, 2012 through July 31, 2013. No matching funds required.

Orange Coast College is a sub-recipient of the National Science Foundation (NSF) funded ATE grant - Colin County Community College District (Texas) titled "National Convergence Technology Center." Grant partners will collaborate to develop program improvements to meet workforce needs by equipping faculty to teach emerging technologies demanded by the workforce; furnish technology-enabled instructional support systems to assist colleges in launching convergence programs; increase the number of completers with certificates and degrees ready to meet workforce needs; and build capacity by mentoring colleges nationwide

in implementing new programs in convergence technology.

Fiscal Impact: Orange Coast College receives \$207,162 between August 15, 2012 through July 31, 2016. Distribution will be as follows: 2012-2013 - \$60,074, 2013-2014 - \$47,678, 2014-2015 - \$49,016, 2015-2016 - \$50,394.

9. Authorization for Disposal of Surplus

Subject

9.01 DIS - Disposal of Surplus

Meeting

Nov 7, 2012 - Regular Meeting

Category

9. Authorization for Disposal of Surplus

Access

Public

Type

Consent

File Attachments

110712Surplus.pdf (14 KB)

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	Printer	9039597			i
	Computer	CS01148			ı
	Computer	CS01068			1

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Computer	CS01150			I
Computer	CS01145			1
Computer	CS00834			I
Computer	CS00983			1
Computer	9072111			ı
Computer	9036630			I
Computer	9048662			. 1
Computer	9043154			1
Computer	9036697			1
Computer	9048663			[
Computer	CS00534			1
Computer	CS00512			1
Computer	CS00438			1
Computer	9049460			ı
Computer	9049473	===		
Computer	9049587			Ī
Computer	CS01671			1
Computer	CS01672			ı
Computer	9048725			ı
Computer	9049324			
Computer	9072025			1
Computer	CS00323			ı
Monitor	CS00259			1
Monitor	CS00092			ľ
Monitor	9049063			1
Monitor	CS00089			I
Computer	CS00422			i ·
Computer	CS00109			l I
Printer	9013597			
Monitor	9049061			1
Monitor	9048623			
Printer	9029839			<u> </u>
Computer	9049563			1
Printer	9037784			·
Monitor	CS00737			· ·
Computer	CS01023			-
Computer	CS00393			<u> </u>
Computer	9049065			

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Monitor	CS01663			
UPS	9011302		New	ı
Computer	CS01077			1
Computer	CS01061			ı
Computer	CS01069			ı
Computer	CS01070			l
Computer	CS01067		*	I
Monitor	CS01495	W1000		ı
Computer	CS00874			1
Computer	CS00795			ı
Computer	CS01149			l
Computer	CS00851			1
Computer	CS00916			1
Computer	CS00785			1
Computer	CS00922			i
Computer	CS00904		ana a	l
Computer	CS00828			1
Computer	CS00978			1
Computer	CS00942			1
Computer	CS01001			1
Computer	CS00946			Ι
Computer	CS00812			ı
Computer	CS00773			ı
Computer	CS00867			I
Computer	CS01687			I
Computer	CS00775			I
Computer	CS01154			ı
Computer	CS00793			I
Computer	CS01146			1
Computer	CS00918			
Computer	CS00847			1
Computer	CS00953			1
Computer	CS00936			
Computer	CS00857			[
Computer	CS00865			[
Computer	CS00814			
Computer	CS00984		`	
Computer	CS01158			l_

Computer CS00843		I	P=POOR I=IRREPARABLE
1	 		1
Computer CS01156			ı
Computer CS00848	4 1		1
Computer CS00871			ı
Computer CS00713			I
Computer CS00981			Ī
Computer CS00924	at 10-10		ı
Computer CS00129			
Computer CS00128			Ī
Computer CS00755	 -		1
Computer CS00326	y	<u> </u>	1
Computer CS00791			
Computer CS00771			1
Computer CS00800			I
Computer CS00787			1
Computer CS00878			ı
Computer CS00806			ı
Computer CS00836			I
Computer CS00769			1
Computer CS00753			I
Monitor CS01657			
Monitor 9048700			
Monitor CS00176			1
Printer CS01890			
Printer CS01887			l
Printer 9066017			1
Monitor CS01485			I
ORANGE COAST COLLEGE			
Washing Machine 9040082	Miltro Mark 2		1.
TV 9047356	CT2787VYD	LC11240024	Р
Treadmill 9069561	Star Trac 4000	AP61218416	1
Treadmill 9069560	Star Trac 4000	AP61218402	ı
Treadmill 9069562	Star Trac 4000	AP61218403	1
Treadmill 9069564	Star Trac 4000	AP61218420	1
Treadmill 9069572	Star Trac 4000	AP61218404	1 (
Projector W/cart 9060408			P
Projector W/cart 9060407			P
Desk			Р

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Fax/Printer/Scanner	9071495	MFC-6800		1
File Cabinet				Р
Desk				Р
Shredder	906408T		CRC3822	
Autoclave	9040007		AA-09035	ı
TV -	9019192		MC33350039	Р
Scanner (Returned to ScanTron)	9071337	888	3-5319	1
Scanner		#j251A	K5ZWO32151	1
Computer	9056136	PP04L		Р
Chair Cart				Р
Folding Chairs (5)				1
Chair				Р
Ultrasound device	9034138	u/50	3863 34666	1
Calculator		EI-1113		Р
Ultrasound Power Supply	901-7867		1302A	ı
Ultrasound Power Supply	9017664		1499	1
Transceiver				ı
Point of Sale Station	9078186			l
Point of Sale Station	9053409			
Touch Screen Monitor	9071739	ļ		ı
Football Training Bag		 		Р
Gasoline Blower			***	į.
Chairs (56)				· I
Chairs (58)				j

10. Authorization to Enter Into Standard Telecourse Agreements

Subject 10.01 CCC - Authorization to Enter Into Standard Telecourse Agreements

Meeting Nov 7, 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

ANTHROPOLOGY: THE FOUR FIELDS

North Carolina Community College System (NC)

Term of Agreement: September 1, 2012 - August 31, 2015

any related documents, indicating approval by the Board of Trustees.

ASTRONOMY: OBSERVATIONS AND THEORIES

Community College of Baltimore County (MD)

Term of Agreement: August 25, 2012 - May 31, 2013

NILRC (IL)

Term of Agreement: September 1, 2012 - August 31, 2015

CHILD DEVELOPMENT: STEPPING STONES

Colorado Mountain College (CO)

Term of Agreement: August 27, 2012 - May 31, 2013

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

Term of Agreement: September 1, 2012 - August 31, 2015

TRANSITIONS THROUGHOUT THE LIFE SPAN

Northeast Community College (NE)

Term of Agreement: September 1, 2012 - December 31, 2012

Fiscal Impact: No direct cost to the District. Projected revenue unknown, depending on utilization of the telecourses by the lessees and number of students enrolled in the courses.

File Attachments

Telecourses.pdf (231 KB)

11. Approval of Clinical Contracts

Subject 11.01 OCC - Clinical Contracts

Meeting Nov 7, 2012 - Regular Meeting

Category 11. Approval of Clinical Contracts

Access Public

Type

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

Dr. Adam Clark, DDS Standard Clinical Affiliation Agreement

Term: November 8, 2012 to August 1, 2017

Compensation: None

Aliso Viejo, CA

Children's Hospital at Mission Non- Standard Clinical Affiliation Agreement

dba CHOC Children's Mission Hospital

Orange, CA

Term: November 8, 2012 to June 30, 2015

Compensation: None (See Attachment #3)

RENEW

Dr. William Brake, DDS Standard Clinical Affiliation Agreement

Westminster, CA

Term: November 8, 2012 to December 1, 2017

Compensation: None

Dr. Xerxez Calilung, DDS Standard Clinical Affiliation Agreement

Irvine, CA

Term: November 8, 2012 to December 1, 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

Nov 7, 2012 - Regular Meeting

Category

11. Approval of Clinical Contracts

Access

Public

Type

Discussion

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

Western Medical Center, Santa Ana Santa Ana, California November 1, 2012 – October 31, 2014 Compensation – None (See Western Med SA Affiliation Agreeme) Non-Standard Clinical Affiliation Agreement

(See Western Med SA Affiliation Agreement, Attachment #4)

File Attachments

Western Med SA Affiliation Agreement.doc.pdf (47 KB)

12. Approval of Standard Agreements

Subject 12.01 DIS - Standard Agreements

Meeting Nov 7, 2012 - Regular Meeting

Category 12. Approval of Standard Agreements

Access Public

Type Consent

Approve the Standard Short Independent Contractor Agreement between VB Consulting and the Coast Community College District for Scribing Services

- 1. Background: Coast Community College District is in the process of implementing DegreeWorks, an online student education plan and degree audit system. As a follow on the project to provide our students with the ability to develop educational plans online and perform online degree audits, previous catalogs from our academic years must be scribed into the DegreeWorks database. Due to major revisions to course numbering and programs of the 2008/09 catalogs, we contacted several companies to perform this task.
- 2. Goal/Purpose: Approve the Standard Independent Contractor Agreement between VB Consulting and Coast Community College District.
- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the Director of Purchasing, Interim Administrative Director, District Information Services, and the Vice Chancellor of Educational Services and Technology, it is recommended by the Chancellor that the Board approve the Standard Independent Contract Agreement between VB Consulting and Coast Community College District. 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.
- **5. Fiscal Review and Impact:** \$48,000 from General Funds. (\$20,000 will be covered from the budget which has been previously approved for the DegreeWorks implementation. A budget augmentation of \$28,000 is needed for the scribing of the 2008/09 catalogs).

Subject 12.02 CCC - Standard Agreements

Meeting Nov 7, 2012 - Regular Meeting

Category 12. Approval of Standard Agreements

Access Public

Type Consent

Approve District Standard Amendments (Board Approved 10/06/10) to Standard Military Subcontract Agreements (Board Approved 09/30/09) between the Coast Community College District and Academic Institutions who Provide Services in Support of the Subcontract Agreement (Board Approved 09/30/09) between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE).

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Amendments (Board Approved 10/06/10) to Standard Military Subcontract Agreements (Board Approved 09/30/09) between the Coast Community College District and Academic Institutions who Provide Services in Support of the Subcontract Agreement (Board Approved 09/30/09) between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE). The Board President, or designee, is authorized to sign the Amendments and any related documents, indicating approval by the Board of Trustees.

Subcontractor Name: Dallas County Community College District, Dallas TeleCollege Online
Services: Provide services in support of the Subcontract Agreement between Central Texas College and the
Coast Community College District for the Navy College Program for Afloat Education (NCPACE)
Initial Payment Schedule/Compensation: Undergraduate courses: \$149.00/semester hour
Amended Payment Schedule/Compensation: Undergraduate courses: 163.00/semester hour
Initial Term of Agreement: October 1, 2009 – September 30, 2010 with 4 option years
Amended Term of Agreement: October 1, 2012 – September 30, 2013

Source of Funding: Contract Education revenue

Subcontractor Name: ECPI University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE) Initial Payment Schedule/Compensation: Undergraduate courses: \$220.75/semester hour Amended Payment Schedule/Compensation: Undergraduate courses: \$241.22/semester hour Initial Term of Agreement: October 1, 2009 – September 30, 2010 with 4 option years Amended Term of Agreement: October 1, 2012– September 30, 2013

Source of Funding: Contract Education revenue

Subcontractor Name: Governors State University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the Coast Community College District for the Navy College Program for Afloat Education (NCPACE) Initial Payment Schedule/Compensation: Undergraduate courses: \$216.34/semester hour Amended Payment Schedule/Compensation: Undergraduate courses: \$236.40/semester hour Initial Term of Agreement: October 1, 2009 – September 30, 2010 with 4 option years Amended Term of Agreement: October 1, 2012 – September 30, 2013 Source of Funding: Contract Education revenue

Subcontractor Name: Old Dominion University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the

Coast Community College District for the Navy College Program for Afloat Education (NCPACE)

Initial Payment Schedule/Compensation: Undergraduate courses: \$203.00/semester hour; Graduate

courses: \$397.00/semester hour

Amended Payment Schedule/Compensation: Undergraduate courses: \$221.00/semester hour; Graduate

courses: \$434.00/semester hour

Initial Term of Agreement: October 1, 2009 - September 30, 2010 with 4 option years

Amended Term of Agreement: October 1, 2012 - September 30, 2013

Source of Funding: Contract Education revenue

Subcontractor Name: Saint Leo University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the

Coast Community College District for the Navy College Program for Afloat Education (NCPACE)

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

courses: \$350.00/semester hour

Amended Payment Schedule/Compensation: Undergraduate courses: \$169.80/semester hour; Graduate

courses: \$382.45/semester hour

Initial Term of Agreement: October 1, 2009 - September 30, 2010 with 4 option years

Amended Term of Agreement: October 1, 2012 – September 30, 2013

Source of Funding: Contract Education revenue

Subcontractor Name: Thomas Edison State College

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the

Coast Community College District for the Navy College Program for Afloat Education (NCPACE)

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

Amended Payment Schedule/Compensation: Undergraduate courses: \$199.46/semester hour

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

Amended Term of Agreement: October 1, 2012 - September 30, 2013

Source of Funding: Contract Education revenue

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

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the

Coast Community College District for the Navy College Program for Afloat Education (NCPACE)

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

courses: \$275.94/semester hour

Amended Payment Schedule/Compensation: Undergraduate courses: \$241.22/semester hour; Graduate

courses: \$301.53/semester hour

Initial Term of Agreement: October 1, 2009 – September 30, 2010 with 4 option years

Amended Term of Agreement: October 1, 2012 - September 30, 2013

Source of Funding: Contract Education revenue

Subcontractor Name: Vincennes University

Services: Provide services in support of the Subcontract Agreement between Central Texas College and the

Coast Community College District for the Navy College Program for Afloat Education (NCPACE)

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

Amended Schedule/Compensation: Undergraduate courses: \$148.35/semester hour

Initial Term of Agreement: October 1, 2009 - September 30, 2010 with 4 option years

Amended Term of Agreement: October 1, 2012 - September 30, 2013

Source of Funding: Contract Education revenue

Approve Standard Agreements (Board Approved 10/5/11) between the Coast Community College District and Local Employers (Medi-Cal Consulting Service, Federal Custom Cable, Homewatch Caregivers, G. Wayne Lamarre Contractor, Federal Custom Cable) to Provide On-The-Job Training Services to Orange County One-Stop Center Clients.

- **1. Background:** On October 5, 2011, the Board authorized the approval of a Standard Agreement for Orange County One-Stop Centers On-The-Job Training program. These Agreements allow One-Stop clients to receive On-The-Job Training from community employers.
- 2. Goal/Purpose: Provide On-The-Job Training experience to One-Stop Center clients.
- 3. Comments (if any): None
- **4. Recommendation Statement:** After review by the College President, it is recommended by the Chancellor that the Board approve the Standard Agreements between the Coast Community College District (Coastline Community College/Orange County One-Stop Center) and local employers to provide On-The-Job Training services to clients of the Orange County One-Stop Centers. The term of these Agreements shall be July 1, 2012 through June 30, 2013. The Vice Chancellor of Administrative Services is authorized to sign the Agreements and any related documents (Board approved on October 5, 2011), indicating approval by the Board of Trustees.
- **5. Fiscal Review and Impact:** All funds will be paid from Workforce Investment Act (WIA) and SSA/OJT-WEX grant for the amount of \$204,760.

Subject 12.03 GWC - Standard Agreements

Meeting Nov 7, 2012 - Regular Meeting

Category 12. Approval of Standard Agreements

Access Public

Type Consent

Approve Amendment to Standard Agreement with Various Agencies (listed below) for Contract Education – Specialized Investigator Basic Course (SIBC)

After review by the College President, it is recommended by the Chancellor that the Board approve the amendment to the standard agreement between the agencies listed below and the Coast Community College District for Contract Education — Specialized Investigator Basic Course (SIBC), from October 4, 2012 through February 25, 2013. The amendment is to add two agencies. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

California Department of Social Services, Community Care Licensing

California Employment Development Department

California Department of Consumer Affairs

County of San Francisco, Human Services Agency

Medical Board of California

California Department of Public Health, Food and Drug Branch

California Contractors Licensing Board

California Department of Health Services

The California Department of Industrial Relations

Fiscal Impact: \$5,968 per participant, paid to GWC Contract Education funds.

13. Authorization for Purchase of Institutional Memberships

Subject 13.01 OCC - Institutional Memberships

Meeting Nov 7, 2012 - Regular Meeting

Category 13. Authorization for Purchase of Institutional Memberships

Access Public

Type Consent

NEW

Name and Acronym: National Behavioral Intervention Team Association (NaBITA)

Term of Membership: 2012-2013

Cost: \$1,199

Purpose: The Enhanced Campus Membership will give us access to the following: Access to NaBITA ListServ for all Behavioral Intervention Team (BIT) members from your campus, Biannual Newsletter, One free registration to the annual NaBITA conference, and 20% discount for all other attendees from your campus, 10% discounts for regional events and webinars, Access to the NaBITA membership list, Access to the NaBITA model protocols and publications, Access to proprietary protocols, team formation documents and training materials, Two free NaBITA webinars/year, Access to the NaBITA Experts consultation bulletin board

RENEWAL

Name and Acronym: National Association of Colleges and Employers (NACE)

Term of Membership: 2012-2013

Cost: \$400

Purpose: Connects campus recruiting and career services professionals, and provides best practices, trends,

research, professional development, and conferences.

Name and Acronym: Community College Public Relations Organization (CCPRO)

Term of Membership: 2012-2013

Cost: \$50

Purpose: Resources support the Communications and Marketing Department in their communication efforts. CCPRO offers events focused on idea reaching specific target audiences as well as the opportunity to

participate in award competitions.

Name and Acronym: National Council for Marketing and Public Relations Organization (NCMPR)

Term of Membership: 2012-2013

Cost: \$225

Purpose: NCMPR hosts national and regional conference, plus special professional development activities for marketing, public relations, and graphics at community colleges national wide. Includes subscription to Counsel Magazine (for Community College Marketing professionals) as well as the opportunity to participate in all events, and award competitions.

Name and Acronym: Council of Chief Librarians (CCL)

Term of Membership: 2012-2013

Cost: \$150

Purpose: Membership provides cooperative purchase program for online information resources and service. CCL Special Reports & Publications, CCL Outlook and CCL Directory & Roster.

Subject 13.02 CCC - Institutional Memberships

Meeting Nov 7, 2012 - Regular Meeting

Category 13. Authorization for Purchase of Institutional Memberships

Access Public

Type Consent

NEW

Name and Acronym: Council for Resource Development (CRD)

Term of Membership: January 1, 2013 - December 31, 2013

Cost: \$975

Purpose: Allows networking with other resource development professionals and provides resources on

funding opportunities.

Source of Funding: General funds

Name and Acronym: American Student Association of Community Colleges (ASACC)

Term of Membership: September 1, 2012 – August 31, 2013

Cost: \$250

Purpose: Allows leadership training, public service, civic action and networking with other college student

governments.

Source of Funding: ASG Funds

Subject

13.03 GWC - Institutional Memberships

Meeting

Nov 7, 2012 - Regular Meeting

Category

13. Authorization for Purchase of Institutional Memberships

Access

Public

Type

Consent

NEW

Name and Acronym: Student Affairs Administrators in Higher Education (NASPA)

Term of Membership: October 22, 2012 – September 30, 2013

Cost: \$242

Purpose: Allows administrator to stay up-to-date on student and enrollment services, policies and

procedures.

RENEWAL

Name and Acronym: California Community College Water Polo Association (CCCWPA)

Term of Membership: August 2012 – August 2013 Cost: \$120 (\$60 for men's and \$60 for women's)

Purpose: Water Polo Conference dues pay for the assigner of officials, payment to the conference treasurer

and other conference related expenses.

Name and Acronym: SoCal XC/Track Coaches Association

Term of Membership: July, 2012 – June, 2013

Cost: \$100

Purpose: Men's & Women's Track Association dues. Conference dues pay for the assigners of officials.

payments to the conference commission and other conference related expenses.

Name and Acronym: Research & Planning Group for California Community Colleges (RP Group)

Term of Membership: July 1, 2012 – June 30, 2013

Cost: \$350

Purpose: Allow access to statewide community college research and planning professionals, updates,

materials and conferences.

14. Authorization for Community Activities

Subject 14.01 OCC - Community Activities

Meeting Nov 7, 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 November 8, 2012 – June 30, 2014. The presenter will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

INDEPENDENT CONTRACTOR

IC Name: Teleskills, LLC (DBA Ameri-Skills)

Services: Presenter for the Entry and Intermediate Level Welding Training class Fee: \$1,200, 40 hours. (P)

Payment Schedule/Compensation: Compensation equals Orange Coast College receiving \$80 per

participants registered.

Terms of Agreement: November 9, 2012 – June 30, 2014 Source of Funding: Community Education registration fees.

IC Name: Teleskills, LLC (DBA Ameri-Skills)

Services: Presenter for the FIO FIBER OPTICS INSTALLATION CERTIFICATION class, Fee: \$1,195, 40

hours. (P)

Payment Schedule/Compensation: Compensation equals Orange Coast College receiving \$80 per

participants registered.

Terms of Agreement: November 9, 2012 - June 30, 2014 Source of Funding: Community Education registration fees.

IC Name: Teleskills, LLC (DBA Ameri-Skills)

Services: Presenter for the FCC GROL LICENSE class, Fee; \$1,195, 40 hours. (P)

Payment Schedule/Compensation: Compensation equals Orange Coast College receiving \$80 per

participants registered.

Terms of Agreement: November 9 – June 30, 2014

Source of Funding: Community Education registration fees.

IC Name: Teleskills, LLC (DBA Ameri-Skills)

Services: Presenter for the CERTIFIED WIRELESS NETWORK PROFESSIONALS (CWNP) FOR WIFI &

WIRELESS class, Fee: \$1,195, 40 hours. (P)

Payment Schedule/Compensation: Compensation equals Orange Coast College receiving \$80 per

participants registered.

Terms of Agreement: November 9, 2012 – June 30, 2014 Source of Funding: Community Education registration fees.

IC Name: Teleskills, LLC (DBA Ameri-Skills)

Services: Presenter for the ELECTRICITY AND ELECTRONICS FUNDAMENTALS (EEF) class, Fee:

\$1,195, 40 hours. (P)

Payment Schedule/Compensation: Compensation equals Orange Coast College receiving \$80 per

participants registered.

Terms of Agreement: November 9, 2012 – June 30, 2014 Source of Funding: Community Education registration fees.

15. Personnel Items

Subject

15.01 District

Meeting

Nov 7, 2012 - Regular Meeting

Category

15. Personnel Items

Access

Public

Type

Discussion

- a. Authorization for Leaves of Absence
- b. Authorization for Schedule Changes, Classified Staff
- c. Authorization for Professional Experts
- d. Authorization for Monthly Travel Allowances
- e. Certificated Staff Seniority Number Confirmation

File Attachments

Open.pdf (24 KB)

PERSONNEL ITEMS

a. Authorization for Leaves of Absence

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

Classified

<u>Puangco. Katherine</u>, OCC, Student Financial Aid Specialist BFAP, LOA/wop, under the Family and Medical Leave Act of 1993, for the period 08/16/12 through 11/07/12, not to exceed the equivalent of 12 weeks in a 12 month period.

b. 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>	Start Dt	End Dt
Fitzgerald, Colleen	GWC	Adm & Rec Tech 2	50%	100%	11/08/12	
Montooth, Carisa	OCC	Staff Aide	75%	50%	10/22/12	02/28/13

c. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Bruno, Amy R., CCC, to serve as the Administrative Liaison for Contract Education CCC Education Bound US program (EBUS), for the period 11/08/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 6.363 units per week for 33 weeks, compensation to be \$21,000.00, funding source is Ancillary Funded Project.

<u>Eberhart</u>, <u>Laurie M.</u>, OCC, to provide alcohol prevention grant support, for the period 11/08/12 to 06/30/13, to be paid by timecard at \$10.00 per unit, 94.12 units per week for 34 weeks, compensation to be \$32,000.00, funding source is Alcohol Prevention Grant.

Greene, Kellyann L., OCC, to provide coordination of mental health training grant, for the period 10/05/12 to 06/30/13, to be paid at \$100.00 per unit, 6.215 units per week for 37 weeks, compensation to be \$22,995.00, funding source is California Mental Health Services Authority Grant.

<u>Lozano</u>, <u>Art</u>, GWC, to perform network architectural services for the redesign of the campus network, for the period 11/08/12 to 03/31/13, to be paid by timecard at \$10.00 per unit, 111.11 units per week for 18 weeks, compensation to be \$20,000.00, funding source is General Fund.

<u>Ponce, Ernesto, OCC, to provide assistance for the Industry Driven Regional Collaborative, Machine Technology Grant Program, for the period 10/04/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 3.08 units per week for 39 weeks, compensation to be \$12,000.00, funding source is IDRC, Machine Tech Grant funds.</u>

Reves, Emily S., DIST, to perform work related to the CTE Community Collaborative Grant projects, for the period 11/08/12 to 06/30/13, to be paid by timecard at \$10.00 per unit, 96 units per week for 32 weeks, compensation to be \$30,720.00, funding source is CTE Community Collaborative Grant.

Other Professional Experts

Brown, Kimberley M., GWC, to serve as stage manager for GWC Theater's Fall production of "Moby Dick," for the period 12/12/12 to 03/17/13, to be paid at \$100.00 per unit, 0.714 units per week for 14 weeks, compensation to be \$1,000.00, funding source is Theater Income.

<u>Davis</u>, <u>Jeffrey D.</u>, OCC, to assist with OCC cross- country team during the 2012-13 academic year, for the period 09/20/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 0.49 units per week for 41 weeks, compensation to be \$2,000.00, funding source is Athletics General Fund.

<u>Del Carmen, George S.</u>, CCC, to provide website maintenance, review, and development for the Business Education Statewide Advisory Committee (BESAC), for the period 11/08/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 0.454 units per week for 33 weeks, compensation to be \$1,500.00, funding source is Categorical Funds.

<u>Dunne</u>, <u>Debora</u>, DIST, to coordinate a large-scale high school outreach event for the Professional Mariners Pathway Day event on 12/7/2012 as part of the CTE Community Collaborative Grant, for the period 11/08/12 to 12/31/12, to be paid by timecard at \$100.00 per unit, 0.25 units per week for 5 weeks, compensation to be \$125.00, funding source is SB70/SB1133 CTE Community Collaborative Year Four Grant Funds.

Hamic, Katie E., GWC, to perform duties and assist in CalWORKs Alliance Grant-Recycling & Resource Management Program, for the period 11/08/12 to 12/31/12, to be paid by timecard at \$100.00 per unit, 3.125 units per week for 8 weeks, compensation to be \$2,500.00, funding source is CalWORKs Alliance Grant.

<u>Lapin. Taylor</u>, OCC, to assist with OCC aquatic teams during the 2012/2013 academic year, for the period 11/08/12 to 06/15/13, to be paid by timecard at \$100.00 per unit, 2.344 units per week for 32 weeks, compensation to be \$7,500.00, funding source is Ancillary Account.

Mickey, David, GWC, to serve as sound designer for GWC Theater's Fall production of "Moby Dick and Legally Blond," for the period 12/01/12 to 06/30/13, to be paid at \$100.00 per unit, 0.857 units per week for 28 weeks, compensation to be \$2,400.00, funding source is Theater Income.

Rodgers, Ronald, GWC, to be a subject matter expert in the Specialized Investigators Basic Academy, for the period 12/01/12 to 02/28/13, to be paid at \$10.00 per unit, 31.25 units per week for 16 weeks, compensation to be \$5,000.00, funding source is Criminal Justice Contract Education Ancillary Fund.

Ruzzi, Nicholas A., DIST, to implement and evaluate an ongoing applied CTE project for a high school course in partnership with Coastline Community College's Digital Media Arts program, as part of the SB70/SB1133 CTE Collaborative Year Four Grant, for the period 11/08/12 to 03/31/13, to be paid by timecard at \$100.00 per unit, 1.43 units per week for 21 weeks, compensation to be \$3,000.00, funding source is CTE Community Collaborative Year Four Grant.

Winer, Timothy N., OCC, to provide Disaster Medical Training CERT Section course, for the period 11/09/12 to 11/10/12, to be paid at \$10.00 per unit, 25 units per week for 1 week, compensation to be \$250.00, funding source is a Grant.

Wolzinger, Renah, DIST, to produce a video for the Digital Media Arts Program to be used at CTE Pathway Days for the SB70 Supplemental Grant, for the period 11/08/12 to 11/30/12, to be paid by timecard at \$100.00 per unit, 12.5 units per week for 3 weeks, compensation to be \$3,750.00, funding source is CTE Supplemental Grant.

Revision to Previous Board Action

Blue, Rubie J., CCC, to serve as Military Programs site representation and test site administrator, for the period 07/01/12 to 12/31/12, to be paid by timecard at \$100.00 per unit, 4.233 units per week for 25 weeks, increase compensation from \$7,560.00 to \$10,584.00 due to extended office hours being

d. Authorization for Monthly Travel Allowances

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

<u>DIST</u>

Andrews, James
Adm Dir, Human Resources

\$130 per month

<u>GWC</u>

Saddul, Claudia

\$130 per month

Acting Dean, Career & Tech Educ

e. Certificated Staff Seniority Number Confirmation

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

Start Date	Name	Number	Campus
10/08/90	Teregis, Tracy	1009.00	CCC
08/30/10	Thach, Amy	1172.01	GWC
01/31/11	Marinotti, Eva	1173.00	GWC
07/01/12	Icaro-Boiser, Ruby Plum, Caryn	1179.00 1179.01	00C
08/27/12	Barnes, Stephen Cervantes, Aureliano Coleman, David Crescimano, Annamarie Davis, Scott Devine, David Dunham, John Fuchs, Steven Goerrissen, Jan Henry, Deborah Holt, Kelly Johnson, Douglas Kasabian, John Komenda, Virginia Le, Cathy Kim Legacy, Dara Levenshus, Joshua Levin, Noah Lewis, Lindsay McClain, Sunshine Means, Leland Prioleau, Karen Quinn, Christopher	1180.16 1180.09 1180.09 1180.23 1180.24 1180.26 1180.06 1180.17 1180.13 1180.02 1180.04 1180.18 1180.03 1180.15 1180.05 1180.15 1180.27 1180.27 1180.22 1180.21 1180.25 1180.07 1180.20	CCC OCC GWC CCC GWC OCC OCC OCC OCC OCC OCC OCC OCC OCC O

Racataian, Cristian	1180.08	GWC
Riggio, Alison	1180.19	occ
Tran, Tammie	1180.12	GWC
Wilcox, Jennifer	1180.11	GWC
Zuidervaart, Genevieve	1180.01	occ

16. Authorization for Independent Contractors

Subject 16.01 OCC - Independent Contractors

Meeting Nov 7, 2012 - Regular Meeting

Category 16. 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: Blinn & Young, Inc

Services: Removal of large shade, sail sunshade, in order to patch up sail and reinstall sail.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Total

contract amount of \$500.

Term of Agreement: November 1, 2012 – December 31, 2012. Source of Funding: Early Childhood Lab School's Ancillary Funds

IC Name: Brooks, Katharine S.

Services: To provide consultation for Career Development Collaborative Grant in

collaboration with the Statewide Advisory Committees, Regional Consortia Chairs, and other grantees. **Payment Schedule/Compensation:** Total contract amount of \$5,000 to be paid by monthly invoice

Terms of Agreement: November 8, 2012- June 30, 2013 **Source of Funding**: Career Development Collaborative Grant

IC Name: Head, Alicia

Services: Guest Speaker for Pilates Lecture Series

Payment Schedule/Compensation: Total Contract amount of \$150 Term of Agreement: November 28, 2012 - December 5, 2012

Source of Funding: To be paid from ancillary funds

IC Name: Mann, Suzanne

Services: Guest Speaker for Pilates Lecture Series

Payment Schedule/Compensation: Total Contract Amount \$150

Term of Agreement: Fall 2012

Source of Funding: To be paid from ancillary and ASOCC funds

IC Name: Meriwether, Diane

Services: Workshop presenter for Transformation Workshop

Payment Schedule/Compensation: Total contract amount is \$200; to be paid upon submittal of invoice as

work is completed

Term of Agreement: 2012-2013 Fiscal Year

Source of Funding: To be paid from ASOCC funds

IC Name: Stickel, Gary Dr.

Services: Provide a play on Homer's Odyssey for Professor Irini Rickerson Payment Schedule/Compensation: To be paid \$700 when play is completed

Term of Agreement: April 5, 2013

Source of Funding: To be paid from proceeds and Foundation funds

IC Name: Sullivan, Virginia and Wolf, Brian

Services: To serve as guest speakers on The Job Search ... from this point forward at the Re-Entry Center

workshops

Payment Schedule/Compensation: Total contract amount is \$600; to be paid upon submittal of invoices as

work is completed

Term of Agreement 2012-2013 Fiscal Year

Source of Funding: ASOCC funds.

IC Name: Three Stars Portable Toilets

Services: Portable toilets for cross country meets, including delivery and pick-up

Payment Schedule/Compensation: total contract amount of \$1,000

Term of Agreement: Fall 2012

Source of Funding: To be paid from ancillary and ASOCC funds

IC Name: Viramontes, Linda

Services: Guest Director for Tres Hermanos

Payment Schedule/Compensation: Total Contract Amount \$1,000

Term of Agreement: November 8- November 19, 2012

Source of Funding: To be paid from ancillary and ASOCC funds

IC Name: Vital Link

Services: Planning and implementation of seven regional advisory committees in partnership with CTEoc.

Payment Schedule/Compensation: Vital Link to be paid by invoice a total of \$6,000.

Terms of Agreement: November 8, 2012- June 30, 2013

Source of Funding: CTE Transitions Grant

\$10,000 AND OVER

IC Name: Sukonick, David

Services: Videography Services, including the editing and printing of DVDs

Payment Schedule/Compensation: Total Contract Amount \$10,000

Term of Agreement: November 8, 2012 - June 8, 2013 Source of Funding: To be paid from ancillary funds

Subject 16.02 CCC - Independent Contractors

Meeting Nov 7, 2012 - Regular Meeting

Category 16. 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: Wilcox, Susan A.

Services: Content development, writing scripts, activities, and demonstrations and meeting with professional

content experts for the Long Beach Fire Department Maritime Firefighters training project.

Payment Schedule/Compensation: 15 lessons @ \$3,200/lesson for a total contract of \$48,000.

Term of Agreement: November 8, 2012 – June 30, 2013

Source of Funding: OL& IT funding from the Long Beach Fire Department Maritime Firefighters training

project grant.

IC Name: Rakochy, Wendy A.

Services: Content development, writing scripts, activities, and demonstrations and meeting with professional

content experts for the Long Beach Fire Department Maritime Firefighters training project.

Payment Schedule/Compensation: 7 lessons @ \$3,200/lesson for a total contract of \$22,400.

Term of Agreement: November 8, 2012 – June 30, 2013

Source of Funding: OL&IT funding from the Long Beach Fire Department Maritime Firefighters training

project grant.

IC Name: Saum, Cheryl

Services: Contract Education Military Program Outreach and Support Services on site at military installations.

Payment Schedule/Compensation: Annual compensation is \$18,972, paid in monthly increments upon

receipt and approval of invoices.

Term of Agreement: November 8, 2012 – June 30, 2013. Source of Funding: Contract Education ancillary funds

UNDER \$10,000

IC Name: Linthicum. Steve

Services: Serve as the Interim Business Education Statewide Advisory Committee Regional Chair for the North and Far North Region to assist with the delivery of objectives and provide statewide collaboration with

the California Business Education (CalBC) and statewide advisory committee.

Payment Schedule/Compensation: \$1,800 on May 17, 2013; dependent upon completion of the project's activities and submission of invoices for a total amount of \$1,800.

Term of Agreement: November 8, 2012 – June 30, 2013

Source of Funding: CTE-VTEA IB Leadership Business Education Statewide Advisory Committee contract

IC Name: Rakochy, Wendy A.

Services: Write and Produce CCC EBUS Recruiting Video

Payment Schedule/Compensation: \$2,500; Compensation based on payment schedule outlined in Scope of

Services and upon receipt and approval of invoices.

Term of Agreement: November 8, 2012 – June 30, 2013

Source of Funding: Contract Education ancillary funds

REVISIONS TO PREVIOUS BOARD ACTION

\$10,000 AND OVER

IC Name: Choi, Ann

Services: Marketing, Outreach and the Recruitment of new military students.

Payment Schedule/Compensation: \$14,616 (Revision is to increase the contract amount by \$4,536 for a total

revised contract amount of \$14,616. Prior Board Approval: 6/20/2012)

Term of Agreement: November 8, 2012 - June 30, 2013

Source of Funding: Contract Education ancillary

UNDER \$10,000

IC Name: Hasson, Cathy Ed. D.

Services: To review the Coastline's Accreditation Self-Study Report.

Payment Schedule/Compensation: \$4,500 (Revision is to increase the contract amount by \$3,000 for a total

revised contract amount of \$4,500. Prior Board Approval: 07/18/12)

Term of Agreement: July 19, 2012 - June 30, 2013

Source of Funding: General funds

IC Name: Wilcox, Susan A.

Services: Website text content development for Coast Learning Systems

Payment Schedule/Compensation: \$3,500 to be paid upon milestone deliverables (Revision is to increase the contract amount by \$1,000 for a total revised contract amount of \$3,500. Prior Board Approval: 6/20/12)

Term of Agreement: November 8, 2012 – June 30, 2013 Source of Funding: OL&IT Ancillary Marketing funds

Subject 16.03 GWC - Independent Contractors

Meeting Nov 7, 2012 - Regular Meeting

Category 16. 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: Kubis, Nicole

Services: Provide entertainment at President's Holiday Open House

Payment Schedule/Compensation: \$200, to be paid after the performance.

Term of Agreement: December 4, 2012

Source of Funding: College Discretionary funds.

IC Name: Bruno-Mofu, Cheryl

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$4,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam

and \$15 per rescheduled manual exam), to be paid as invoiced per exam date

Term of Agreement: November 8, 2012 - June 30, 2013

Source of Funding: RHORC RTC Trust funds

IC Name: Gollhardt, Mark

Services: Circuit training for Women's Softball team

Payment Schedule/Compensation: \$600, to be paid \$10 per athlete upon invoice per visit

Term of Agreement: November 2012 – May 2013 Source of Funding: Women's Softball Team Trust funds

\$10,000 AND OVER

IC Name: Professional Personnel Leasing, Inc.

Services: Contractor shall provide a consultant to render services at Golden West College. Consultant will complete a program and process analysis of student governance programs and activities as well as staffing structures. The services of the Consultant specifically do not include the evaluation, hiring, firing, or supervision of any District personnel. Also, the Consultant shall not process any employee grievances in the course of fulfilling this Agreement, or sign any official District documents, nor perform any functions defined as "Creditable Service" by Education Code Section 22119.5.

Payment Schedule/Compensation: Total not to exceed \$16,200, to be paid \$75 per hour plus an additional 20% commission to PPL. Consultant may also receive reasonable travel expenses as needed, not to exceed the contract amount along with the salary as specified.

Term of Agreement: November 8, 2012 – 1/31/13

Source of Funding: auxiliary funds

17. Authorization for Professional Development Program

Subject 17.01 DIS - Authorization for Professional Development

Meeting

Nov 7, 2012 - Regular Meeting

Category

17. Authorization for Professional Development Program

Access

Public

Type

Consent

OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Seminar	Date	Amount
Martha V Guerara Typist Clerk Senior OCC	MATH 115 College Algebra OCC	8/28/12 – 12/13/12	\$370.00
Maria Mai A&R Specialist CCC	L7438 Team Development and Leadership L7432 Professional Development in Leadership Argosy University	9/6/12 – 10/27/12 10/29/12 – 12/19/12	\$3,250.00
Isaiah Aguirre Admissions Tech 1/A&R CCC	7509 Capstone: Strategy & Entrepreneurial Project Management Biola University	10/22/12 – 12/11/12	\$3,200.00
Connie Martin Trainer, Staff Development GWC	C7761 Mobile Technology Learning Certificate Enrollment EDU 7771 Digital Literacy University of San Diego	10/31/12 10/31/12 – 12/18/12	\$625.00
Raya Dawn Lopez Multimedia Web Programmer OCC	ARH 6930 Twentieth Century American Art University of Florida	10/19/12 – 12/14/12	\$1,756.92
Joseph Milunas Web Programmer OCC	SPHR HR Credential Exam HR Certification Institute	12/1/12	\$425.00
Jeffrey S. Fontenot Computer Support Spec. I GWC	Biology 100 Golden West College	10/22/12 – 12/16/12	\$250.00
Tuan A Vo Staff Specialist GWC	PSY 429 Intro to Personality Theory PSY 430 Intro Psychology PSY 432 Social Psychology	10/29/12 11/24/12 11/26/12 12/22/12 1/7/12 2/2/13	\$3,250.00

18. Approval of Purchase Orders

Subject

18.01 DIS - Purchase Orders

Meeting

Nov 7, 2012 - Regular Meeting

Category

18. Approval of Purchase Orders

Access

Public

Туре

Consent

File Attachments

PO Board List 11-07-12,pdf (23 KB)

PO	VENDOS		OBJECT	
NUMBER		SITE	CODE	AMOUNT
P0328702	Climatec Building Technologies Group OCC EMS Upgrade Campus HVAC Controls Phase 1 GOB Board Date:05/02/12	OCC-GB	6250	1,113,000.00
P0328751	Dennis Patrick Contracting Bid 2011 OCC Photo Lab Upgrade GOB Board:09/05/12	OCC-GB	6250	79,500.00
P0328705	Sun Environmental Engineering Services Inc OCC Music Modernization Asbestos Abatement GOB	OCC-GB	6250	50,000.00
P0328993	Hewlett Packard Desktop computers for classrooms	CCC	6412	46,486.16
P0328990	Cablemasters Fiber optic cable installation for Coastline	ccc	5899	39,607.38
P0328974	College Board Annual software maintenance and support for financial aid software	occ	5699	32,245.91
P0328980	Apple Computer Inc Desktop computers for classrooms GOB	OCC-GB	6412	31,449.22
P0328706	Digital Networks Group Inc Classroom AV equipment projectors	OCC-GB	6412	28,802.33
P0328697	B & P Services Inc OCC Relocate Chiller from Music Bldg to Chemistry Bldg GOB	OCC-GB	6250	27,580.00
P0328915	Calif ETEC IC to enhance, diversify, and grow international student programs at the Coast Colleges	DIS	5112	25,000.00
P0328796	Digital Networks Group Inc Music room modernization A/V electrical project GOB	OCC-GB	6250	24,820.00
P0328854	Hoover Printing & Lithography Inc Print CTE Brochures	OCC	4321	24,683.37
P0328779	Making Connections IC for writing 12 OT newsletters	occ	5112	24,000.00
P0328994	Dell Higher Education Computer server for District Information Services	DIS	6402	23,481.32
P0328871	Andtech Corp Wireless Clocks for CCC NBLC (Capital Outlay)	CCC-GB	6250	22,965.00
P0328778	Symantec Corp Cryptographic secure communications software	DIS	5638	21,513.00
P0328762	Eon Reality Inc Interactive software for Career Tech Ed classrooms	DIS	5699	21,442.25
P0328704	Beeson Tayer & Bodine APC IC to facilitate negotiations for District & CFE	DIS	5112	20,000.00

PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0328686	Total Environmental Management Inc OCC Chemistry Bldg Temporary Chiller GOB	OCC-GB	6250	17,645.00
P0328957	Whyte, David	GWC	5116	17 000 00
1 0020007	IC for Crisis Intervention Team training for law	GVVC	5110	17,000.00
	enforcement			
P0328694	P2S Engineering	OCC-GB	6250	16,800.00
	Engineer Service - Design Phase Control Upgrades for Art and Chemistry Bldgs Design Phase GOB	a	·	, ,
P0328780	Making Connections	occ	5112	15,000.00
	IC for writing QT newsletters & News Brief headlines		0112	10,000.00
P0328781	Graphic Edge	OCC	5112	15,000.00
	IC for designing newsletters & activities			
P0328991	Coastline Regional Occupational Program Create a curriculum in digital media arts Board Date: 04/06/11	CCC	5899	15,000.00
P0328837	Digital Networks Group Inc	OCC-GB	6250	14,209.42
	Upgrade campus photo lab classroom GOB			
P0328777	Governet	DIS	5699	12,000.00
	AdHoc reporting module software			
P0328804	McGaffigan, Richard	OCC	5112	12,000.00
	Non-standard agreement to evaluate Alcohol Prevention Grant project			
P0328708	VMI Inc	CCC-GB	4315	11,016.36
	36 input mixer/amp & rack kits CCC-NBLC			
P0328767	ePlus Technology inc	CCC	5112	10,000.00
	Network engineering and consulting services			
P0328782	Jackstin	OCC	5112	10,000.00
	IC for work on CaCareerBriefs.com website			
20328803	Exley, Daniel	occ	5112	10,000.00
	IC to design Health Information Technology Grant curriculum			
P0328840	Jackstin	OCC	5112	10,000.00
	IC for web redesign services			
P0328695	Dunkel Bros Machinery Moving Inc	OCC-GB	5899	9,950.00
P0328952	Xerox Corp	OCC	5682	9,852.00
	Pro Photo Connection Inc	OCC	4312	9,840.00
	Nat'l Construction Rentals Inc	DIS	5682	9,351.50
	Graphic Edge	OCC	5112	9,000.00
	Air Treatment Corp	DIS	5638	8,639.00
	Judge Netting Inc	OCC-GB	6120	8,436.00
	Segars, Lance	OCC	5112	8,000.00
P0328713	Dept of Industrial Relations	OCC	6205	7,650.00

РО			OBJECT	·
NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0328954	Canviz LLC	occ	5899	7,550.00
P0328986	Dell Higher Education	OCC-GB	6412	7,329.15
P0328916	Saveri, Andrea	DIS	5899	7,000.00
P0328775		GWC	5638	6,831.00
P0328806	Donnelly, Caitlin	occ	5899	6,500.00
P0328912	Oracle America Inc	DIS	5638	6,096.60
P0328938	Abc Window Cleaning Inc	CCC-GB	6250	6,000.00
P0328961	Campus Solutions	GWC	5899	6,000.00
P0328981	Barracuda Networks Inc	OCC-GB	6412	5,971.92
P0328785	Harland Technology Services	occ	5699	5,594.00
P0328732	Aircraft Spruce & Specialty Co	occ	4312	5,000.00
P0328768	Enterprise Rent A Car Co of Sacramento	DIŞ	5857	5,000.00
P0328940	Xerox Corp	CCC	5682	4,891.00
P0328865	Kurzweil Educational Systems Inc	GWC	5699	4,764.62
P0328920	Pivot Interiors Inc	OCC-GB	6250	4,602.93
P0328774	Career Cruising	DIS	5899	4,299.23
P0328971	Calif Design Printing & Marketing	occ	4321	4,180.24
P0328832	Quality Fence Co Inc	OCC-GB	6120	3,993.00
P0328970	Academic Senate	occ	5320	3,959.30
P0328754	GovConnection Inc	GWC	4315	3,951.21
P0328898	Xerox Corp	GWC	5638	3,718.00
P0328925	Long Beach Marine Institute	occ	5899	3,700.00
P0328802	Carlson, Don	CCC	5112	3,600.00
P0328906	State of CA-Military Dept	CCC	5899	3,600.00
P0328741	Benner Metals Corp	occ	4312	3,580.00
P0328703	KK Termite Inc	OCC-GB	5899	3,500.00
P0328841	Hewlett Packard	GWC	6412	3,443.24
P0328700	B & H Photo-Video	occ	4312	3,420.25
P0328976	Sehi Computer Products Inc	OCC-GŖ	6412	3,357.80
P0328772	Hajoca Corp	occ	4312	3,300.00
P0328989	Getty Images (US) Inc	DIS	5306	3,150.00
P0328895	Community College League of Calif	DIS	5899	3,000.00
P0328951	Iron Mountain Records Management	GWC	5899	3,000.00
P0328875	CDWG	DIS'	4312	2,844.83
P0328788	Automated Power Technologies	GWC	5638	2,801.50
P0328936	Sport & Cycle Inc	occ	4312	2,762.79
P0328819	SARS Software Products Inc	GWC	5699	2,700.00
P0328975	SARS Software Products Inc	occ	5699	2,700.00
P0328764	Sehi Computer Products Inc	OCC	4312	2,668.78
P0328929	Mobile Modular Management Corp	CCC	5684	2,625.00
P0328752	Class Leasing Inc	CCC	5684	2,600.00
P0328863	Scientific Equipment Liquidators Inc	GWC	6411	· ·
P0328943	Follett Higher Education Group Inc #1094	OCC	4312	2,584.23 2,500.00

PO	VENDOD MATERIA	1	OBJECT	
NUMBER	VENDOR NAME/DESCRIPTION	SITE	CODE	AMOUNT
P0328866	JK Electronics Distributors Inc	GWC	4315	2,463.60
P0328726	Time Warner Cable Media Inc	CCC	5850	2,450.00
P0328857	Apple Computer Inc	CCC	6412	2,429.12
P0328791	Metro Car Wash	occ	4321	2,424.38
P0328846	HB Magazine	GWC	5850	2,400.00
P0328687	ISEC	OCC-GB	4312	2,395.50
P0328969	SARS Software Products Inc	OCC	5699	2,390.00
P0328941	Xerox Corp	CCC	5682	2,264.00
P0328845	Battery Systems Inc	GWC	4312	2,133.45
P0328844	Hunter Parts & Services	GWC	4312	2,080.05
P0328987	TRL Systems Inc	GWC	5650	2,028.00
P0328979	Bear Communications Inc	OCC-GB	4315	2,008.11
P0328722	Turf Star Inc	GWC	4677	2,000.00
P0328740	Aircraft Spruce & Specialty Co	occ	4312	2,000.00
P0328807	Home Depot	GWC	4312	2,000.00
P0328843	Battery Systems Inc	GWC	4677	2,000.00
P0328889	Office Depot	CCC	4312	2,000.00
P0328891	Times Community News	DIS	5741	2,000.00
P0328707	Tangram	OCC-GB	4312	1,909.32
P0328760	Sheeler Bros Inc	GWC	5899	1,900.00
P0328744	Turf Tire Distributors	occ	4677	1,889.94
P0328992	UPS Protection Inc	DIS	5657	1,830.67
P0328836	Sierra School Equipment Co	OCC-GB	5899	1,755.00
P0328765	Office Depot	OCC	4312	1,624.62
P0328922	Digital Networks Group Inc	OCC-GB	6411	1,609.67
P0328701	SIGMAnet Inc	occ	4312	1,603.31
P0328718	KK Termite Inc	occ	5510	1,600.00
P0328897	System One Business Products Inc	CCC	4310	1,600.00
P0328797	Sehi Computer Products Inc	GWC	6412	1,586.90
P0328967	Mercedes Medical	OCC	4312	1,540.84
P0328698	Medical Processor Services	occ	5638	1,500.00
P0328716	Industrial Formulators	occ	4312	1,500.00
P0328727	Vortex Industries Inc	CCC	5899	1,500.00
P0328746	Rain Bird Services Corp	occ	5510	1,500.00
P0328792	CollegeAnyWhere Inc	CCC	5748	1,500.00
P0328850	DAT Advertising Group Inc	CCC ·	5850	1,500.00
P0328901	Halo Branded Solutions	CCC	4312	1,500.00
P0328932	Follett Higher Education Group Inc #1094	OCC	4312	1,500.00
P0328965	Infinite Security Solutions	CCC	5899	1,500.00
P0328972	Lynde-Ordway Co	GWT	5657	1,500.00
P0328742	B & H Photo-Video	occ	4312	1,490.59
P0328733	Smarthome	occ	4312	1,467.00
P0328835	Professional Plumbing Inc	OCC-GB	6120	1,430.00

PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0328699	CDWG	occ	4312	1,309.90
P0328930	Toshiba Business Solutions	GWC	5638	1,300.00
P0328823	SIGMAnet Inc	DIS	5638	1,262.52
P0328896	Hewlett Packard	CCC	6412	1,230.81
P0328833	Xerox Corp	occ	5638	1,227.06
P0328927	Academic Senate	CCC	5320	1,218.90
P0328757	ePlus Technology inc	OCC-GB	4315	1,199.26
P0328821	Metroline Inc	DiS	4315	1,199.26
P0328820	Sehi Computer Products Inc	GWC	6412	1,173.12
P0328984	Sehi Computer Products Inc	GWC	6412	1,172.32
P0328800	MicroAge	GWC	4315	1,120.36
P0328738	ARC	occ	4312	1,097.33
P0328808	Xerox Corp	occ	5638	1,086.12
P0328861	Fisher Scientific	CCC	4312	1,061.49
P0328948	Amer Red Cross	occ	4312	1,060.00
P0328853	OC Fire Protection	GWC	4312	1,045.18
P0328725	OCC Food Services	CCC	5899	1,000.00
P0328745	Discount Dance Supply	occ	4312	1,000.00
P0328816	General Compressor	DIS	5657	1,000.00
P0328818	Evergreen Environmental Services N/S	DIS	5657	1,000.00
P0328828	Portacraft Inc	OCC	4312	1,000.00
P0328834	Office Depot	OCC	4312	1,000.00
P0328849	Bill's Camera	GWC	4312	1,000.00
P0328907	Sigma-Aldrich Inc	GWC	4312	1,000.00
P0328956	ThyssenKrupp Elevator Corp	GWC	5899	1,000.00
P0328959	James Benedik Piano Service	GWC	5657	1,000.00
P0328918	Articulate Global Inc	OCC	5699	998.50
P0328905	Fisher Scientific	OCC	4312	981.47
P0328815	On-Site LaserMedic Corp	CCC	4315	973.43
P0328755	Ricoh USA Inc	occ	5638	962.88
P0328717	UCLA Store	occ	4312	942.99
P0328899	Carolina Biological Supply	CCC	4312	928.25
P0328876	GovConnection Inc	DIS	6411	927.58
P0328786	M-Files Inc	OCC	5699	918.75
P0328737	Weber Plywood & Lumber Co Inc	OCC	4312	900.00
P0328985	Hewlett Packard	GWC	4315	873.87
P0328978	Bear Communications Inc	OCC-GB	4315	872.98
P0328977	Bear Communications Inc	OCC-GB	4315	862.96
P0328838	Digital Networks Group Inc	OCC-GB	6250	854.39
P0328877	Harland Technology Services	CCC	5638	846.00
P0328739	Aircraft Spruce & Specialty Co	OCC	4312	820.00
P0328691	Town & Country Golf Carts	occ	5657	00,008
P0328696	Home Depot	occ	4312	800.00

	Vala Obasa Fanisasast 6 Osasisas Isa		CODE	AMOUNT
	Yale Chase Equipment & Services Inc	GWC	4677	800.00
P0328734	Western Graphics Plus	DIS	5899	800.00
	Rossi Automotive Equipment Corp	GWC	4312	772.39
	MatsMatsMats.com	GWC	4312	754.25
	Discount School Supply	occ	4312	752.89
	Lowe's HIW Inc	occ	4312	750.00
P0328983	Office Depot	GWC	4312	750.00
	NetSupport Inc	GWC	5699	744.80
	Sehi Computer Products Inc	DIS	4312	739.81
	Bernan Associates	occ	6301	700.00
P0328826 I	Follett Higher Education Group Inc #1094	OCC	7601	700.00
	Office Depot	occ	4312	700.00
P0328763	Xerox Corp	occ	5638	697.44
P0328776 I	Design Science Inc	occ	5699	686.28
P0328736	Oceanside Photo & Telescope	occ	4312	677.86
	World Point	occ	4312	657.71
P0328964	Specialty Equipment	CCC	4312	650.00
P0328988	Metroline Inc	DIS	4315	643.27
P0328931	GovConnection Inc	DIS	4312	627.87
P0328868	Aardvark Clay Supply	occ	4312	600.00
P0328872 (Office Depot	CCC	4312	600.00
P0328885 (Costa Mesa Chamber of Commerce	DIS	5320	600.00
P0328944 (OCC Food Services	OCC	4312	600.00
P0328955	Time Warner Cable	CCC	5519	600.00
P0328724 A	Atomic Signs of Calif	CCC	5899	592.69
P0328795 A	Anixter	DIS	4315	581.26
P0328814 [Discount School Supply	occ	4312	575.44
P0328919 H	Hewlett Packard	GWC	6412	573.50
P0328692 (Chandler's Air Conditioning & Refrigeration	OCC	5657	572.00
	Cross Media Resources	DIS	4321	567.48
	Kelly Paper	GWC	4312	566.79
	Apple Computer Inc	OCC	4312	544.74
	Dell Higher Education	occ	4312	538.70
P0328966 A	A Daigger & Co	OCC	4312	535.95
	ArtScene	occ	5850	525.00
P0328958 [DirecTV	CCC	5899	525.00
	Davis Medical Electronics Inc	occ	4312	520.44
	Discount School Supply	occ	4312	519.86
P0328721 F	Par West Turf Services	GWC	4677	500.00
	Office Depot	OCC	4312	500.00
	Eberhard Equipment Inc	DIS	5657	500.00
	Follett Higher Education Group Inc #1181	GWC	4312	500.00
P0328874 (Office Depot	OCC.	4312	500.00

PO			OBJECT	
NUMBER	VENDOR NAME/DESCRIPTION	SITE	CODE	AMOUNT
P0328880	OCC Food Services	DIS	5899	500.00
P0328894	OCC Food Services	OCC	4312	500.00
P0328909	FAES Inc	OCC	4312	500.00
P0328911	Amer Allied Biochemical Inc	OCC	4312	500.00
P0328947	Art Supply Warehouse	OCC	4312	500.00
P0328973	Office Depot	GWC	4312	500.00
P0328759	Office Depot	OCC	4312	496.71
P0328794	Metroline Inc	DIS	4315	493.75
P0328842	North Net Fire Training Center	GWC	5684	480.00
P0328856	Southland Industries	GWC	5899	474.00
P0328761	Office Depot	OCC	4312	450.00
P0328771	Home Depot	GWC	4312	450.00
P0328829	Thompson Publishing Group	DIS	4285	445.01
P0328935	CHIPS	OCC	4285	429.76
P0328960	Edits	GWC	4312	412.67
P0328690	Blue Sky Outfitters	OCC	4312	400.00
P0328790	Office Depot	DIS	4312	400.00
P0328963	E & K Scientific Products Inc	occ	4312	400.00
P0328711	OCLC inc	OCC	5110	393.35
P0328862	Fisher Scientific	CCC	4312	386.30
P0328731	Weekly Reader Corp	ccc	4312	385.32
P0328811	Sehi Computer Products Inc	DIS	4312	375.91
P0328902	VWR Int'l LLC	occ	4312	370.55
P0328921	Digital Networks Group Inc	OCC-GB	4312	343.09
P0328766	Xerox Corp	occ	5638	326.00
P0328934	Nat'l Restaurant Assn Solutions LLC	occ	4285	323.25
P0328928	Gingher	occ	4312	316.79
P0328747	CTI-Valueline	occ	4312	305.00
P0328864	Hardy Diagnostics	CCC	4312	304.90
P0328735	Mandego Apparel	occ	4312	302.04
P0328712	Karen Carr Studio Inc	occ	5899	300.00
P0328798	Office Depot	GWC	4312	300.00
P0328910	Bio-Rad Laboratories Inc	OCC	4312	300.00
P0328884	VEX Robotics Inc	occ	4312	298.57
P0328728	Sehi Computer Products Inc	GWC	4315	296.07
P0328878	Amazon.com	occ	4312	264.53
P0328720	US Jetting LLC	OCC	4677	259.06
P0328831	Super Duper Publications	OCC	4312	256.49
P0328926	Fitzpatrick Dental Equipment Co Inc	OCC	5638	250.00
P0328867	Blick Art Materials	OCC	4312	248.06
P0328830	Follett Higher Education Group Inc #1094	OČC	4312	240.00
P0328789	Broughton Int'I	DIS	5638	239.50
P0328881	MCM	OCC	4312	232.94
		000	-70 1Z	ZJZ.34

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NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0328888	Amazon.com	DIS	4312	232.46
P0328883	Shinoda Design Center Inc	GWC	5899	227.86
P0328748	Calif Stage & Lighting	occ	4312	223.36
P0328882	RadioShack Corp	occ	4312	219.95
P0328810	Office Depot	occ	4312	217.65
P0328933	Pearson Education	occ	4285	205.75
P0328825	Follett Higher Education Group Inc #1094	occ	4312	200.00
P0328942	Apple Computer Inc	DIS	4312	180.97
P0328719	John Wiley & Sons Inc	CCC	5306	180.00
P0328873	CDWG	occ	4312	166.32
P0328892	CDWG	occ	4312	161.63
P0328953	Campus Solutions	CCC	5899	161.52
P0328913	Office Depot	occ	4312	160.00
P0328860	Fisher Scientific	CCC	4312	159.74
P0328900	Carolina Biological Supply	CCC	4312	156.41
P0328799	CDWG	CCC	4312	154.59
P0328743	Ingram Library Services Inc	occ	6301	150.00
P0328753	Los Alamitos Chamber of Commerce	CCC	5899	150.00
P0328887	Council of Chief Librarians	GWC	5320	150.00
P0328886	OC Wholesale Flowers	GWC	5899	147.89
P0328729	Office Depot	DIS	4312	144.54
P0328859	Flinn Scientific Inc	CCC	4312	141.72
P0328847	Bulb Direct Holding LLC	CCC	4401	140.87
P0328773	Exacta Dental Products Inc	occ	4312	135.28
P0328924	Art Supply Warehouse	GWC	4312	135.00
P0328914	Xerox Corp	DIS	4312	134.99
P0328851	Westminster Chamber of Commerce	CCC	5320	130.00
P0328982	TXcessSurplus	CCC	5657	129.30
P0328904	Quality Aire	CCC	5899	123.17
P0328769	Discount School Supply	occ	4312	119.64
P0328801	Calif Placement Assn	CCC	5320	100.00
P0328714	Fashion Pattern by Coni	occ	4312	91.35
P0328949	CDWG	occ	4312	85.77
P0328962	Pacific Compactor Corp	CCC	4312	80.00
P0328715	Henry Schein Inc	OCC	4312	75.91
P0328824	Cash Register Systems of OC	occ	4312	71.12
P0328709	Chronicle of Higher Education	DIS	5306	65.00
P0328908	Sportsmith	CCC	4312	47.22
P0328879	Monoprice Inc	occ	4312	45.23
P0328869	Thomson West	DIS	5306	44.18
P0328827	Day-Timer Inc	occ	4312	43.46
P0328870	Aladdin Flowers Inc	CCC	4312	32.38
P0328946	Community College League of Calif	occ	6301	21.00
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PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0328968	Provantage Corp	DIS	4315	18.50
P0328812	Brodart Co	occ	4312	6.58
			Total	<u>\$2,275,528.94</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

19. Ratification / Approval of Checks

Subject 19.01 DIS - Ratification/Approval of Checks

Meeting Nov 7, 2012 - Regular Meeting

Category 19. Ratification / Approval of Checks

Access Public

Type Consent

File Attachments

Check Approval 11-7-12.pdf (188 KB)

NUMBER	NAME OF VENDOR	AMOUNT
0172706	Best Contracting Services Inc Bid 1992 Newport Beach Learning Center	1,455,551.00
0173973	UnitedHealthcare of Calif Medical Premiums	606,204.18
0173972	Kaiser Foundation Health Plan Inc Medical Premiums	351,609.27
0173161	Medco Health Solutions Inc Medical Prescription Claims	268,226.86
0173654	Medco Health Solutions Inc Medical Prescription Claims	250,099.72
0173645	WestEd SB70 Services	222,979.81
0172709	CT Georgiou Painting Co Bid 1992 Newport Beach Learning Center	211,750.00
0173159	Coast Community College Dist CCCD Annual Medical Claims	202,130.70
0172708	Continental Flooring Inc Bid 1992 Newport Beach Learning Center	198,100.00
0172717	K & Z Cabinet Co Inc Bid 2005 Newport Beach Learning Center FF & E	193,867.00
0173334	ACSIG Dental / Edge Dental Claims	191,064.94
0173158 0173970	Coast Community College Dist CCCD Annual Medical Claims Coast Community College District	190,092.16
0173370	Coast Community College District CCCD Annual Medical Claims Coast Community College Dist	186,526.49
0173652	Coast Community College Dist CCCD Annual Medical Claims Coast Community College District	176,453.06
0173776	CCCD Annual Medical Claims Coast Community College District	173,599.30
0173253	CCCD Annual Medical Claims Keenan & Associates	164,371.15
0173577	Protected Insurance Program Computerland of Silicon Valley	162,800.50
0173942	Renewal of Microsoft Campus Agreement License Tangram	160,088.00 150,632.09
0172707	Architectural Fixtures and Furnishings Best Contracting Services Inc	145,658.00
0173082	Bid 1992 Newport Beach Learning Center Bank of America Nat'l Assn	·
J., JJJL	5-year Lease for Computer Infrastructure	145,366.41

•	0172711	Dennison Electric Inc Bid 1992 Newport Beach Learning Center	108,558.00
	0173865	RC Construction Services Inc	107,331.00
	0173720	Bid 1994 Newport Beach Learning Center Oracle Corp	102,892.94
	0172722	Enterprise Software License and Support Renewal Southcoast Acoustical Interiors Inc	101,014.00
	0172721	Bid 1992 Newport Beach Learning Center PK Mechanical Systems Inc Bid 1994 Newport Beach Learning Center	89,978.00
	0173359	Constellation NewEnergy Inc Electricity Districtwide	89,760.80
	0173773	Best Contracting Services Inc GWC Learning Resource Center	88,347.00
	0172715	Inland Building Construction Cos Inc Bid 1992 Newport Beach Learning Center	86,049.00
	0173830	OC Sanitation District 2012-13 Sewer User Fees	81,390.00
	0173251	CW Driver CCC Newport Beach Learning Center	73,688.80
	0172716	Inland Pacific Tile Inc Bid 1992 Newport Beach Learning Center	72,098.00
	0172724	Superior Wall Systems Inc Bid 1992 Newport Beach Learning Center	65,555.00
	0172704	Anderson Charnesky Structural Steel Inc Bid 1992 Newport Beach Learning Center	60,627.00
	0172625	Constellation NewEnergy Inc Electricity Districtwide	53,010.09
	0172634	Elavon August Merchant Fees	51,678.25
	0173163	Reliastar Life Insurance Co Life Insurance Premiums	49,392.19
	0173749	Tangram Learning Re-location Furniture	45,545.95
	0173172	Avalon Center at Garden Grove Annual Lease One-Stop Westminster	44,041.41
	0173162	Reliastar Life Insurance Co Life Insurance Premiums	43,092.54
!	0172689	The Irvine Co LLC	38,404.12
1	0172719	Annual Lease One-Stop Irvine Pierre Sprinkler & Landscape Rid 1993 Newport Reach Learning Co. 1	37,800.00
	0173699	Bid 1992 Newport Beach Learning Center Image 2000 Inc Stria Microfilm Conversion Project	35,810.50
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0173688	Ellucian Support Inc	34,990.00
0173434	License and Service Agreement for Student Education CCCD-SEOG	00 505 00
01/5454	Matching Fund Budget Transfer	33,565.00
0172710	Cuyamaca Const Inc	22 005 00
0112110	Bid 1992 Newport Beach Learning Center	32,805.00
0172635	Ellucian Support Inc	20 510 00
0172000	License and Service Agreement for Student Education	30,518.00
0173458	Follett Higher Education Group Inc #1180	30 331 77
0170400	EOPS Student Textbooks	30,321.77
0172691	Vasquez & Co LLP	30,000.00
	2011-12 Audit Fees for Financial Aid/Compliance	30,000.00
0173656	Vision Service Plan	29,933.10
	CCCD Annual Vision Claims	29,900.10
0173777	Delta Health Systems	29,654.70
	Insurance Admin. Fees	20,004.70
0173648	Xerox Corp	27,904.39
	Reprographics Dept. Copier Lease	بر بران المار ا
0172725	UCMI inc	27,680.00
	CCC Newport LC DSA Inspection	2.,000.00
0173567	Cablemasters	25,971.24
	Computer Cable Insfrastructure for Classrooms	
0173104	Community College League of Calif	25,638.13
	Library Online Subscriptions	•
0173850	Strata Information Group	23,087.82
0173164	Reliastar Life Insurance Co	21,848.47
0173608	Johnson Health Tech North America	21,625.43
0173852	Symantec Corp	21,513.00
0173081	Atkinson Andelson Loya Ruud & Romo	21,472.42
0173808	Eon Reality Inc	21,442.25
0172703	Advanced Communications Engineering	21,200.54
0173743	Southwestern Industries Inc	20,120.76
0172680	Southern Calif Edison Co	20,087.55
0173593	Follett Higher Education Group Inc #1094	19,127.80
0173922	OCC Food Services	18,608.23
0173595	Follett Higher Education Group Inc #1181	18,363.81
0173774	Anthem Blue Cross	17,895.16
0173702	Lynberg & Watkins	15,782.18
0173211	Mesa Consolidated Water Dist	15,553.80
0173575	City of Huntington Beach	15,235.40
0172726	Willdan Geotechnical	15,083.50
0173533	UPS Protection Inc	14,488.60
0172654	Mesa Consolidated Water Dist	13,260.25
0173252	Public Private Ventures	13,045.00

0173905	Image 2000 Inc	12,988.00
0173823	Mesa Consolidated Water District	12,740.25
0173594	Follett Higher Education Group Inc #1180	12,449.44
0172712	Dennison Electric Inc	12,062.00
0173295	Kyoto Kagaku Co LTD	11,701.00
0173864	Link-Nilsen Corp	11,700.00
0173310	ProEducation Solutions LLC	11,385.00
0173388	OC Treasurer-Tax Collector	11,310.00
0172658	OCC Ancillary#1000-24750-8070	10,950.00
0173897	Grossmont-Cuyamaca Community College Distric	10,000.00
0173093	CCC	9,362.13
0173589	Elavon	9,229.16
0173095	CCCD Student Refunds	9,169.83
0172653	Lynberg & Watkins	9,129.70
0172681	Spicers Paper Inc	8,753.50
0173111	Eberhard Equipment Inc	8,620.00
0173607	Jackstin	8,500.00
0172713	Doja Inc	8,222.00
0172631	Dermalogica Inc	8,048.62
0173494	Pelican Center LP	8,000.00
0173514	Southern Calif Edison Co	7,980.29
0173243	Waxie Sanitary Supply	7,754.45
0173739	Southern Calif Edison Co	7,725.12
0173863	Graybar Electric	7,706.26
0173272	Dept of Industrial Relations	7,650.00
0173679	Constellation NewEnergy Inc	7,580.44
0172645	ii Fuels, Inc	7,479.76
0173317	Southern Calif Edison Co	7,479.61
0173444	Constellation NewEnergy Inc	7,255.28
0173548	World-Wide Fire Inc	7,108.70
0173904	ii Fuels Inc	7,029.44
0173884	Computerland of Silicon Valley	6,831.00
0172705	Anderson Charnesky Structural Steel Inc	6,736.00
0173396	ProEducation Solutions LLC	6,735.00
0173529	Townsend Public Affairs Inc	6,550.00
0173887	Caitlin Donnelly	6,500.00
0173264	CCCD Student Refunds	6,267.66
0173429	CCC	6,066.80
0173649	OCC Food Services	5,867.40
0173921	OC Wholesale Flowers	5,815.54
0173559	Construction Protective Services Inc	5,770.44
0173622	RJ's Coaching & Consulting	5,750.00
0173430	CCC Contract Education	5,746.00
0173971	Kaiser Foundation Health Plan Inc	5,740.26

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0173241	Union Bank	5,717.03
0173210	Medco Supply Co	5,610.70
0173365	Harland Technology Services	5,594.00
0173097	Certified Transportation Services Inc	5,494.98
0173069	Acer Springwood Industrial Inc	5,325.54
0173674	Certified Transportation Services Inc	5,264.93
0172824	Manuel Frias	5,239.50
0173234	Steris Corp	5,211.80
0173112	Elliott Pattison Sailmakers	5,042.70
0173549	Xerox Corp	5,023.70
0173277	Embee Technologies	4,982.58
0173513	Smith Pipe & Supply Inc	4,968.85
0172917	Alfred Lugo	4,755.10
0173934	Andreea Serban	4,729.92
0173094	CCC Contract Education	4,607.84
0173287	ii Fuels, Inc	4,439.95
0172626	CR & R Inc	4,418.14
0173871	AT & T	4,417.11
0172612	AT & T	4,331.41
0173853	Terremark North America Inc	4,235.00
0172825	Mary Frias	4,206.80
0172720	Pierre Sprinkler & Landscape	4,200.00
0172690	Union Bank	4,152.53
0173910	Knorr Systems Inc	4,108.12
0173370	ii Fuels, Inc	4,001.39
0173381	Memorialcare Medical Group	4,000.00
0173741	Southland Industries	3,998.00
0173742	Southland Industries	3,998.00
0173667	Career Cruising	3,990.00
0173651	Care Resources Inc	3,888.75
0173422	Bear Communications Inc	3,867.90
0173276	Electro Systems Electric	3,855.00
0173128	OC Treasurer-Tax Collector	3,790.50
0173150	Xerox Corp	3,778.95
0173265	Certified Transportation Services Inc	3,716.49
0173954	Xerox Corp	3,681.85
0173670	CCCD Student Refunds	3,617.90
0173489	OCC Associated Students	3,545.00
0173167	Vision Service Plan	3,513.75
0173974	Vision Service Plan	3,512.00
0172609	Amico Scientific Corp	3,442.42
0173227	Sea Clear Pools Inc	3,400.00
0173259	B & H Photo-Video	3,394.40
0173881	CoAPSGTE	3,300.00
		0,000.00

0173566	Bob's Shade & Linoleum	3,255.00
0172718	LPA Inc	3,251.28
0172624	Consolidated Electrical Distributors	3,214.81
.0173779	Genworth Life & Annuity Insurance Co	3,211.06
0173690	Enterprise Fleet Management	3,144.77
0173584	D3 Sports	3,124.64
0173619	Office Depot	3,095.47
0172943	Donald Menaguale	3,057.40
0173883	Community College League of Calif	3,000.00
0173312	Saddleback Golf Cars	2,992.48
0173101	Coast Community College Dist	2,944.00
0173814	GovConnection Inc	2,940.51
0173740	Southland Industries	2,898.00
0173216	News Publishers Press	2,891.00
0172866	Michael Hickey	2,888.10
0173521	The Gas Co	2,821.37
0173721	Pitney Bowes Inc	2,815.01
0173385	Nebraska Scientific	2,795.45
0173452	Dunn-Edwards Corp	2,793.75
0173671	CCCD-Cash Clearing	2,785.95
0173182	CI Solutions	2,780.00
0173454	Electro Systems Electric	2,780.00
0173680	CR & R Inc	2,739.61
0173508	SARS Software Products Inc	2,700.00
0172695	Waxie Sanitary Supply	2,682.81
0173330	Xerox Corp	2,669.50
0173933	Sehi Computer Products Inc	2,668.76
0172611	Ascent Elevator Services	2,625.00
0173660	Ascent Elevator Services	2,625.00
0173969	West Coast Switchgear Inc	2,620.50
0172619	BlueTarp Financial Inc	2,606.27
0173355	Class Leasing Inc	2,600.00
0172642	Home Depot	2,586.44
0172615	Atkinson Andelson Loya Ruud & Romo	2,560.91
0173188	Eberhard Equipment Inc	2,512.09
0173456	Daniel Exley	2,500.00
0173617	North Carolina State Univ	2,500.00
0173856	Thompson Building Materials	2,499.29
0173879	CI Solutions	2,487.04
0173540	Verizon Wireless	2,479.79
0173916	Metro Car Wash	2,424.38
0173574	City of Fountain Valley	2,365.13
0173744	Sport & Cycle Inc	2,362.47
0173217	Odyssey Power Corp	2,313.58
2 VM []	,	2,010.00

0173782	ADI	2,303.64
0173968	Allscape	2,280.00
0173235	Swimoutlet.com	2,272.99
0173353	Chem Pro Laboratory Inc	2,264.00
0173502	Quality Fence Co Inc	2,250.00
0173077	AT & T	2,244.77
0173716	OCE'	2,179.00
0173329	World Point	2,160.15
0173392	On-Site LaserMedic Corp	2,132.41
0173886	Costa Mesa Country Club	2,125.00
0173304	Office Depot	2,119.51
0173298	Mandarin Int'l Tours & Travel	2,110.00
0172723	Sun Environmental Engineering Services Inc	2,085.00
0173635	Time Warner Cable Media Inc	2,082.50
0173900	Henry Schein Inc	2,075.28
0172664	PL Hawn Co Inc	2,031.82
0172652	Lynberg & Watkins	2,001.39
0173908	Kristin Jones	2,000.00
0173912	Steve Linthicum	2,000.00
0173689	Ellucian Support Inc	1,980.00
0173440	Coast Community College District	1,979.00
0173582	CPP Inc	1,970.00
0173406	CCCD Workers Comp Trust Fund	1,931.42
0173084	Benner Metals Corp	1,924.15
0173836	Pro Photo Connection Inc	1,915.54
0173299	Mandarin Int'l Tours & Travel	1,890.00
0173949	Turf Tire Distributors	1,889.94
0173855	Thermo Fisher Scientific (Asheville) LLC	1,888.34
0173335	CCCD Workers Comp Trust Fund	1,873.81
0173115	Ganahl Lumber Co	1,834.81
0172617	B & P Services Inc	1,810.21
0173140	Siemens Industry Inc	1,758.00
0173632	The Gas Co	1,731.76
0173678	Coast Community College District	1,730.43
0173106	Constellation NewEnergy Inc	1,730.32
0173124	Mobile Modular Management Corp	1,722.92
0173333	Glumac	1,713.00
0173844	Siemens Industry Inc	1,700.28
0173867	A-Z Wholesale Floral Supply Inc	1,693.29
0172646	Irvine Pipe & Supply	1,676.68
0173768	Xerox Corp	1,671.82
0173861	Xerox Corp	1,669.56
0173183	Coast Community College Dist	1,654.00
0173631	The Gas Co	1,639.54

0173785	Cristina Arellano	1,635.00
0173894	Follett Higher Education Group Inc #1180	1,629.23
0173715	OCC Food Services	1,628.69
0172650	Knorr Systems Inc	1,622.38
0173662	Battery Systems Inc	1,619.14
0173711	Newport Beach Golf Course	1,615.00
0173609	KK Termite Inc	1,600.00
0173893	Daniel Exley	1,600.00
0173068	ABC Companies	1,596.07
0173843	Shinoda Design Center Inc	1,593.80
0173168	AmericasPrinter.com	1,554.83
0173924	Oracle America Inc	1,524.15
0173626	Southern Calif Edison Co	1,523.60
0173758	Verizon Wireless	1,516.42
0173719	On-Site LaserMedic Corp	1,513.89
0173357	CollegeAnyWhere Inc	1,500.00
0173380	Medical Billing Technologies Inc	1,500.00
0173404	TechRoom Inc	1,500.00
0173682	DAT Advertising Group Inc	1,500.00
0173950	Ware Group	1,500.00
0173828	Nextel Communications	1,497.77
0173180	Calif Communication	1,480.81
0173123	Metroline Inc	1,476.00
0173668	Castagna Awnings	1,454.63
0173791	Benner Metals Corp	1,454.63
0173220	Orkin Pest Control	1,444.00
0173820	Home Depot	1,439.29
0173195	Hewlett Packard	1,436.03
0173460	Fuller Engineering Inc	1,429.65
0173426	Calif Pro Sports	1,428.84
0172644	Home Depot	1,425.24
0173747	Sy Nielson Service Inc	1,421.00
0173748	System One Business Products Inc	1,400.75
0173349	Walter Banoczi	1,400.00
0173913	Main Electric Supply Co	1,389.18
0173437	Certified Transportation Services Inc	1,373.75
0173233	State Water Resources Ctrl Brd	1,359.00
0173555	Smart & Final Stores LLC	1,357.02
0173320	tw telecom holdings Inc	1,340.29
0173099	Clark Security Products Inc	1,334.37
0173732	Saddleback Materials Co Inc	1,311.86
0173149	Xerox Corp	1,309.52
0173951	Waxie Sanitary Supply	1,276.69
0173834	Office Depot	1,275.96
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0173517 Steris Corp 1,274,09 0173603 Home Depot 1,267,17 0173096 CCN Financial Services Inc 1,260,00 0173185 Unum Ltc 1,257,40 0173560 SEWUP JPA 1,252,00 0173804 CR & R Inc 1,248,00 0173414 Apple Computer Inc 1,248,00 0173712 Newport-Mesa Unified School District 1,235,56 0173719 Greenwood & Hall 1,216,00 0173470 Home Depot 1,196,34 0173473 CCCD Student Refunds 1,191,92 0173493 CCCD Student Refunds 1,190,19 0173911 Follett Higher Education Group Inc #1181 1,187,83 0173604 Home Depot 1,182,59 0173491 Office Depot 1,154,98 0173614 Home Depot 1,154,98 0173615 B & P Services Inc 1,164,98 0173701 Rachel Martinez 1,143,17 0173717 Office Depot 1,131,38 0173717 Office Depot <th>0173302</th> <th>Nextel Communications</th> <th>1,275.48</th>	0173302	Nextel Communications	1,275.48
0173603 Home Depot 1,267.17 0173096 CCN Financial Services Inc 1,260.00 0173165 Unum Ltc 1,257.40 0173804 CR & R Inc 1,249.98 0173414 Apple Computer Inc 1,248.00 0173805 Ann Hickey 1,245.30 0173717 Newport-Mesa Unified School District 1,235.56 0173119 Greenwood & Hall 1,216.00 0173455 Daniels Tire Service 1,207.51 0173470 Home Depot 1,196.34 0173473 CCCD Student Refunds 1,199.19 0173491 Follett Higher Education Group Inc #1181 1,187.83 0173491 Follett Higher Education Group Inc #1181 1,182.59 0173491 Office Depot 1,180.27 0173491 Office Depot 1,154.98 0173565 B & P Services Inc 1,154.96 01737311 Landauer Inc 1,154.96 01737311 Landauer Inc 1,143.07 0173361 Maill Finance Inc 1,143.07 01			-
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0173074 Amico Scientific Corp 1,039.64 0173139 Siemens Industry Inc 1,029.00 0173839 Quick Caption 1,026.00 0172629 Customguide Inc 1,025.00 0173306 Orange Coast Auto Repair 1,014.19 0173895 GovConnection Inc 1,010.70 0173725 Pyro-Comm Systems Inc 1,010.00 0173401 Spicers Paper Inc 1,007.72	0173173	Ayres Hotel & Suites	1,049.95
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0173895 GovConnection Inc 1,010.70 0173725 Pyro-Comm Systems Inc 1,010.00 0173401 Spicers Paper Inc 1,007.72	0172629	Customguide Inc	1,025.00
0173725 Pyro-Comm Systems Inc 1,010.00 0173401 Spicers Paper Inc 1,007.72	0173306	Orange Coast Auto Repair	1,014.19
0173401 Spicers Paper Inc 1,007.72	0173895	GovConnection Inc	1,010.70
. ,	0173725	Pyro-Comm Systems Inc	1,010.00
	0173401	Spicers Paper Inc	•
0173436 Cerritos Franchise Inc 1,000.00	0173436	Cerritos Franchise Inc	1,000.00
0173613 Marina Landscape Inc 1,000.00	0173613	Marina Landscape Inc	
0173673 Cerritos Franchise Inc 1,000.00	0173673	Cerritos Franchise Inc	1,000.00

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0173446	CPP Inc	995.64	
0173840	Rhino Electric Supply	990.50	
0173078	AT & T	977.82	(
0173328	Waxie Sanitary Supply	974.71	
0173198	Insight Media	959.30	
0172632	Diamond Sports	956.82	
0172661	Office Depot	951.05	
0172679	South Coast Bobcat Inc	943.48	
0173525	Time Warner Cable	940.00	
0173857	Time Warner Cable	940.00	
0173311	Max Rain	937.30	
0173395	Powertron Battery Co	929.19	
0173116	GovConnection Inc	922.29	
0173476	M-Files Inc	918.75	
0173543	Wally Machinery & Tool Supply Inc	909.47	
0173482	News Publishers Press	905.00	
0173827	News Publishers Press	905.00	
0173918	News Publishers Press	905.00	
0173313	Jingfang Satow	900.00	
0173314	Andreea Serban	900.00	
0173794	Bridges Transitions Co	900.00	
0173098	CI Solutions	890.00	
0173271	Declues Burkett & Thompson LLP	875.15	(
0172655	Mesa Golf Carts Inc	867.34	
0173811	Fry's Electronics	859.33	
0173849	Stater Bros Markets	843.81	
0173258	B & B Services	835.00	
0173091	Carter Brothers Fire & Life Safety	833.88	
0173738	Smith Pipe & Supply Inc	821.43	
0173141	So Cal Commercial Printing	820.47	
0173399	So Cal Commercial Printing	820.47	
0173846	So Cal Commercial Printing	820.47	
0173151	Yale Chase Equipment & Services Inc	819.11	
0173462	Ganahl Lumber Co	818.90	
0173605	Iron Mountain	817.26	
0172666	ProForce Law Enforcement	815.61	
0173684	Dept of Justice	810.00	
0173541	Verizon Wireless	807.63	
0173473	Kristin Jones	806.66	
0173869	ASSA ABLOY Entrance Systems US Inc	796.98	
0173735	Shell Oil	787.96	
0173696	Jacqueline Hils-Williams	783.39	/
0173391	Office Depot	778.59	(
0173637	Vortex Industries Inc	774.75	
		114.13	

0173546	Waxie Sanitary Supply	774.40
0173540	Fisher Scientific	774.18
0173392	Medco Health Solutions Inc	771.21
0173100	Shamrock Scientific Specialty Systems Inc	765.61
0173229	Battery Systems Inc	759.56
		756.15
0173472	Home Depot	752.18
0173822	Medical Billing Technologies Inc	750.00
0173825	Model Glass & Mirror	746.00
0173819	Home Depot	742.41
0173704	Mesa Golf Carts Inc	740.58
0173686	Discount School Supply	734.82
0173672	CDWG	726.65
0173090	Carolina Biological Supply	722.92
0172656	OC Fire Protection	720.00
0173847	Southern Calif Edison Co	713.49
0173205	Eva Marinotti	712.50
0173618	OCC Food Services	702.72
0173350	Cadwell Laboratories Inc	701.45
0173175	Mary Blasius	700.00
0173201	MailFinance Inc	687.72
0173382	Minuteman Plumbing & Drains	687.00
0173450	Design Science Inc	686.28
0173812	Fuller Engineering Inc	677.65
0173293	KPSS Inc	665.47
0173114	Fuller Engineering Inc	664.10
0173156	Amer Fidelity Assurance	661.50
0172667	Provantage Corp	652.54
0173238	The Gas Co	651.90
0173280	Grainger	651.58
0173199	Kelly-Wright Hardwoods Inc	651.32
0173464	General Compressor	644.39
0173877	Century Publishing	642.00
0173257	AT & T	640.14
0173260	Benner Metals Corp	635.19
0173486	Normans Nursery Inc	625.90
0173599	Hardy Diagnostics	624.18
0173345	ASSA ABLOY Entrance Systems US Inc	621.26
0173797	Calif Tool Welding Supply	617.03
0173923	Office Depot	615.43
0173087	Burmax Co Inc	612.68
0173364	Ganahl Lumber Co	611.08
0172647	Jobelephant.com Inc	610.00
0173146	Water Tech	
0173140	Shinoda Design Center Inc	608.67
0110800	Omnoda Dodign Ochter IIIC	604.17

0470740	Otanifarat Dana Danaia	
0173746	Storefront Door Repair	600.00
0173885	Costa Mesa Chamber of Commerce	600.00
0172643	Home Depot	593.88
0173789	B & P Services Inc	591.71
0173209	McMaster-Carr	589.79
0173507	Salsbury Industries	588.13
0173695	GWC Student Health Center	588.00
0173778	First Health	586.85
0173929	Saddleback Materials Co Inc	581.85
0173788	Atkinson Andelson Loya Ruud & Romo	572.86
0172651	Landauer Inc	564.30
0173102	Coast Community College District	562.33
0172608	Airgas West Inc	548.23
0173319	Dejah Swingle	546.41
0172694	VWR Int'l LLC	542.23
0173088	Calif Tool Welding Supply	537.33
0173570	Carolina Biological Supply	529.90
0173344	ArtScene	525.00
0173368	Home Depot	522.70
0173658	Airgas West Inc	518.30
0173100	Coast Community College Dist	518.00
0173783	Aircraft Spruce & Specialty Co	517.81
0173459	Patrick Frohn	508.08
0173126	Nat'l Community College Hispanic Council	500.00
0173528	Toll Roads	500.00
0173892	Ellucian Support Inc	500.00
0173500	PSS World Medical Inc	499.12
0173321	Unisource Worldwide Inc	494.30
0173403	Storefront Door Repair	487.00
0173685	Dickinson, Candie	485.09
0173322	US Bank	479.95
0173523	The Gas Co	473.65
0173906	Island Florals	472.71
0173421	B & M Lawn & Garden Center	462.85
0173787	Art Supply Warehouse	459.56
0173793	Bob's Shade & Linoleum	457,51
0173420	B & H Photo-Video	457.40
0173132	Office Depot	456.44
0173455	Evergreen Environmental Services N/S	455.00
0173538	Verizon Calif	
0173330	Odyssey Power Corp	452.00
0173131	Sims-Orange Welding Supply Inc	443.40
0172073	Dunn-Edwards Corp	441.20
	•	439.11
0173723	Preston-Smith, Julie	437.54

0173891 Darrell Ebert 433.72 0173790 BAVCO Backflow Apparatus-Valve 433.48 0173752 TrucParCo 430.13 0173876 Caston Office Solutions 427.72 0173877 Caston Office Solutions 427.72 0173878 Certified Transportation Services Inc 418.64 0173289 JK Electronics Distributors Inc 418.64 0173109 Dell Higher Education 418.14 0173196 Home Depot 413.22 0173880 City of Newport Beach 407.30 0173799 Certified Transportation Services Inc 406.81 0173308 Clyde Phillips 400.00 0173378 Benjamin Lohman 400.00 0173412 Jesus Alcala 400.00 0173415 Sun-X Auto Glass 400.00 0173851 Sun-X Auto Glass 400.00 0173891 Christine Drover 399.60 0172809 Christine Drover 399.60 0172810 Christopher Drover 399.60 0173474 <th>0173384</th> <th>MVAP Medical Supplies Inc</th> <th>424.07</th>	0173384	MVAP Medical Supplies Inc	424.07
0173790 BAVCO Backflow Apparatus-Valve 433.48 0173752 TrucParCo 430.13 0173873 Caston Office Solutions 427.72 0173878 Certified Transportation Services inc 423.85 0173289 JK Electronics Distributors Inc 418.64 0172659 OCC Food Services 417.18 0173190 Dell Higher Education 416.14 0173196 Home Depot 413.22 0173880 City of Newport Beach 406.81 0173379 Certified Transportation Services Inc 406.81 0173378 Benjamin Lohman 400.00 0173378 Benjamin Lohman 400.00 0173412 Jesus Alcala 400.00 0173413 Sun-X Auto Glass 400.00 0173415 Sun-X Auto Glass 400.00 0173297 LaserWerx 399.60 0172810 Christine Drover 399.60 0172810 Christine Drover 399.60 0173474 Konica Minolita Business Solutions 398.71 0173		• •	434.97
01737521 TrucParCo 430.13 0173571 Caston Office Solutions 427.72 0173289 JK Electronics Distributors Inc 418.64 0172659 OCC Food Services 417.18 0173109 Dell Higher Education 413.44 0173196 Home Depot 413.22 0173880 City of Newport Beach 407.30 01737399 Certified Transportation Services Inc 406.81 0173308 Clyde Phillips 400.00 0173375 Benjamin Lohman 400.00 0173412 Jesus Alcala 400.00 0173475 Rachelle Lopez 400.00 0173851 Sun-X Auto Glass 400.00 0173897 Jobelephant.com Inc 400.00 0173297 LaserWerx 399.60 0172810 Christine Drover 399.60 0172810 Christopher Drover 399.60 0173474 Konica Minolta Business Solutions 398.71 0173481 Galls Inc 383.35 0173493 Cher Lo Lo Lo Lo L			
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0172809 Christine Drover 399.60 0172810 Christopher Drover 399.60 0173474 Konica Minolta Business Solutions 398.71 0173431 CCCAOE 395.00 0173390 OCLC Inc 393.35 0173461 Galls Inc 388.77 0173482 Chem Pro Laboratory Inc 388.00 0173085 Blick Art Materials 387.67 0172676 Smith Pipe & Supply Inc 384.34 0172676 Smith Pipe & Supply Inc 384.34 0172673 Grey House Publishing 384.00 0173744 VWR Int'l LLC 384.34 0172639 Grey House Publishing 384.00 0173718 Oliver, Brook 382.48 0173940 Stater Bros Markets 379.98 0173938 Spicers Paper Inc 379.95 0173135 Rhino Electric Supply 379.69 0173503 Quartermaster LLC 379.36 0173167 Home Depot 377.66 0173467 GWC Food Services <td< td=""><td>0173297</td><td>LaserWerx</td><td></td></td<>	0173297	LaserWerx	
0172810 Christopher Drover 399.60 0173474 Konica Minolta Business Solutions 398.71 0173431 CCCAOE 395.00 0173390 OCLC Inc 393.35 0173461 Galls Inc 388.77 0173438 Chem Pro Laboratory Inc 388.00 0173085 Blick Art Materials 387.67 0172676 Smith Pipe & Supply Inc 385.45 0173144 VWR Int'l LLC 384.34 0172639 Grey House Publishing 384.00 0173718 Oliver, Brook 382.48 0173940 Stater Bros Markets 379.98 0173938 Spicers Paper Inc 379.95 0173135 Rhino Electric Supply 379.69 0173503 Quartermaster LLC 379.36 0173197 Home Depot 377.66 0173467 GWC Food Services 377.13 017369 Campus Solutions 366.58 0173113 Fisher Scientific 361.33 0173279 Fuller Engineering Inc 360.1	0172809	Christine Drover	
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0173940 Stater Bros Markets 379.98 0173938 Spicers Paper Inc 379.95 0173135 Rhino Electric Supply 379.69 0173503 Quartermaster LLC 379.36 0173197 Home Depot 377.66 0173467 GWC Food Services 377.13 0173569 Campus Solutions 366.58 0173634 The Shredders 362.00 0173113 Fisher Scientific 361.33 0173073 Allied Refrigeration Inc 360.38 0173232 Spicers Paper Inc 360.10 0173279 Fuller Engineering Inc 355.82	0172639	Grey House Publishing	
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0173135 Rhino Electric Supply 379.69 0173503 Quartermaster LLC 379.36 0173197 Home Depot 377.66 0173467 GWC Food Services 377.13 0173569 Campus Solutions 366.58 0173634 The Shredders 362.00 0173113 Fisher Scientific 361.33 0173073 Allied Refrigeration Inc 360.38 0173232 Spicers Paper Inc 360.10 0173279 Fuller Engineering Inc 355.82	0173940	Stater Bros Markets	
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0173634 The Shredders 362.00 0173113 Fisher Scientific 361.33 0173073 Allied Refrigeration Inc 360.38 0173232 Spicers Paper Inc 360.10 0173279 Fuller Engineering Inc 355.82	0173467	GWC Food Services	377.13
0173113 Fisher Scientific 361.33 0173073 Allied Refrigeration Inc 360.38 0173232 Spicers Paper Inc 360.10 0173279 Fuller Engineering Inc 355.82	0173569	Campus Solutions	366,58
0173113 Fisher Scientific 361.33 0173073 Allied Refrigeration Inc 360.38 0173232 Spicers Paper Inc 360.10 0173279 Fuller Engineering Inc 355.82	0173634	The Shredders	
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0173339	Academic Senate	355.00
0173340	Academic Senate	355.00
0173341	Academic Senate	355.00
0173342	Academic Senate	355.00
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0173407	Academic Senate	355.00
0173408	Academic Senate	355.00
0173409	Academic Senate	355.00
0173410	Academic Senate	355.00
0173145	Ward's Natural Science	353.51
0173763	Western Assn of Schools & Colleges	350.00
0173764	Western Assn of Schools & Colleges	350.00
0173765	Western Assn of Schools & Colleges	350.00
0173937	So Calif Waste Management Forum	350.00
0173301	Mutual Liquid Gas & Equipment	348.26
0173531	Tri-anim Health Services	346.68
0172670	Pyro-Comm Systems Inc	345.00
0173245	Xerox Corp	344.98
0173899	Haz Party Rentals	334.64
0173726	Quadra, Indiana	333.52
0173815	Grainger	330.52
0173606	Iron Mountain Records Management	327.27
0173478	Model Glass & Mirror	. 327.00
0173691	Fisher Scientific	323.92
0173714	O'Brien, Eileen	323.82
0173693	Go With Jo Travel	321.00
0172697	Yale Chase Equipment & Services Inc	319.96
0173511	Sehi Computer Products Inc	318.26
0172618	Battery Systems Inc	317.88
0173932	SC Signs & Supplies LLC	317.86
0173129	OCE'	315.94
0173351	CCCCIO	315.00
0173242	Ward's Natural Science	314.68
0173664	Brink's Inc	314.48
0172620	Brink's Inc	312.4 4
0173612	Mandego Apparel	311.99
0173413	Andtech Corp	310.00
0173709	NAFSA Region XII Southern District	310.00
0173194	Guildcraft Inc	308.53
0173103	Coastal Carbonic	308.36
0173946	Toshiba Business Solutions	305.08
0173221	Pharmco Products Inc	304.51
0172607	Acoustical Material Services	302.92
0173661	Baker Rentals & Sales Inc	302.50

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0173499	PSi	302.00
0173122	Ashley Lopez	300.00
0173200	Jennifer Labounty	300.00
0173273	Donahue, Brooke	300.00
0173274	Donahue, Katie	300.00
0173374	Karen Carr Studio Inc	300.00
0173432	CCCCIO	300.00
0173524	Thomas, Mary Allison	300.00
0172727	Claudia Ackley	299.70
0172728	Perry Ader	299.70
0172729	Dennis Alsted	299.70
0172730	Domenick Anadio	299.70
0172731	Robert Angus	299.70
0172732	David Anthony	299.70
0172733	Dean Anthony	299.70
0172734	Joann Anthony	299.70
0172735	Patricia Anthony	299.70
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0172752	Dean Bosse	299.70
0172753	Mary Bosse	299.70
0172754	Ann Boughey	299.70
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0172757	John Breihan	299.70
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0172761	Jay Callaway	299.70
0172762	Patricia Callaway	299.70
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0172767	Edith Cardinali	299.70
0172768	Robert Cardinali	299.70
0172769	James Carnett	299.70
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0172771	Rosalia Caviezel	•	299.70
0172772	Alice Ceraolo		299.70
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0172775	Kevin Chard		299.70
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0172777	Marriott Clark		299.70
0172778	Sharron Clark		299.70
0172779	Thomas Clark	•	299.70
0172780	Mona Coates		299.70
0172781	Nancy Cole		299.70
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0172783	Donald Collins		299.70
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0172790	Marius Cucurny		299.70
0172791	Gorden Daniels		299.70
0172792	Nadine Davis		299.70
0172793	Karen Decker		299.70
0172794	Sanford Decker		299.70
0172795	Robert Dees		299.70
0172796	Bob Denton		299.70
0172797	Susanna Denton		299.70
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0172799	Richard Dick		299.70
0172800	Marilyn Dickson		299.70
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0172804	Daniel Dodt		299.70
0172805	Michael Donoff		299.70
0172806	Sharon Donoff		299.70
0172807	Helen Dorosh	•	299.70
0172808	John Dorosh		299.70
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0172812	Richard Edmonson		299.70
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0172814	Joyce Etherton		299.70
0172816	James Farley		299.70

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0172817	James Farris	299.70
0172819	Robert Ferman	299.70
0172820	Joseph Filson	299.70
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0172830	Annette Fruehan	299.70
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0172833	Carol Garner	299.70
0172834	Marsha Garrison	299.70
0172835	Tom Garrison	299.70
0172836	Arne Gjertsen	, 299.70
0172837	Karen Gjertsen	299.70
0172838	Guy Glassford	299.70
0172839	Sherry Glassford	299.70
0172840	Steven Goetz	299.70
0172841	Jill Golden	299.70
0172843	David Goshert	299.70
0172844	Judith Goshert	299.70
0172845	Stephen Grane	299.70
0172846	David Gray	299.70
0172847	Karen Gray	299.70
0172848	James Greenfield	299.70
0172849	Carol Grimes	299.70
0172850	Raymond Grimes	299.70
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0172852	Stanley Hanson	299.70
0172853	Ann Harmer	299.70
0172854	John Harmer	299.70
0172855	Judith Harmer	299.70
0172856	Mimi Hart	299.70
0172857	Connie Haw	299.70
0172858	Fred Hayward	299.70
0172859	Stephanie Hayward	299.70
0172860	Valerie Hayward	299.70
0172861	Julie Hearlson	299.70
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0172864	Sandra Hemphill	299.70
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0172869	Denise Hogate	299.70
0172870	Carol Holben	299.70
0172871	Richard Holben	299.70
0172872	Jody Hollinden	299.70
0172873	Barbara Hollowell	299.70
0172874	Kenley Hunt	299.70
0172875	William Hyde	299.70
0172876	Sylvia Impert	299.70
0172877	Raymond Irvine	299.70
0172878	Hedy Ito	299.70
0172879	Rita Jacobson	299.70
0172880	Linda Jensen	299.70
0172881	Francis Jessoe	299.70
0172882	Cynthia Johnson	299.70
0172883	Robert Johnson	299.70
0172884	Stanley Johnson	299.70
0172885	Angelina Jones	299.70
0172886	Rita Jones	299.70
0172887	Robert Jones	299.70
0172888	Sharon Jones	299.70
0172889	Amy Karasuda	299.70
0172890	Shinichiro Karasuda	299.70
0172891	Kermit Kay	299.70
0172892	Babette Kelly	299.70
0172893	Larry Keyser	299.70
0172894	Nancy Keyser	299.70
0172895	Nancy Kidder	299.70
0172896	Gloria Kinnevey	299.70
0172897	Karen Klammer	299.70
0172898	Ronald Klein	299.70
0172899	Valerie Klein	299.70
0172900	David Koenig	299.70
0172901	Sandra Kreil	299.70
0172902	Nancy Kryder	299.70
0172903	Robert Kurz	299.70
0172904	Sally Kurz	299.70
0172905	Claudia Ladd	299.70
0172908	June Leloup	299.70
0172909	Brian Lewis	299.70
0172910	Martin Lewis	299.70
0172911	Ralph Lewis Jr.	299.70
0172912	Cheryl Lindsay	299.70
0172913	Donald Lindsay	299.70

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0172915	Linda Long	299.70
0172916	Stephen Ludwig	299.70
0172919	John Lundquist	299.70
0172920	Richard Lutz	299.70
0172921	Sandra Lutz	299.70
0172922	John Mac Donald	299.70
0172923	Bonnie MacDonald	299.70
0172924	Marni Magda	299.70
0172925	George Maine	299.70
0172926	Susan Martin	299.70
0172927	Douglas Mason	299.70
0172928	Susanne Mason	299.70
0172929	Lillian Matthews	299.70
0172930	Robin Matthews	299.70
0172931	Tara Mauli	299.70
0172932	Doris May	299.70
0172933	Theodore May	299.70 299.70
0172934	Emmett Mayne	
0172935	Patricia Mayne	299.70
0172936	James Mazur	299.70
0172937	Linda Mazur	299.70
0172939	Richard McCollom	299.70 299.70
0172940	Diane Mefford	299.70
0172941	Jane Megorden	299.70
0172942	Roger Megorden	299.70
0172944	Louis Mikelson	299.70
0172945	Phillip Miller	299.70
0172946	Sharon Miller	299.70
0172947	Lynanne Minton	299.70
0172948	James Mitchell	299.70
0172949	Joan Mondragon	299.70
0172950	Cecelia Morris	299.70
0172951	Paula Mucciaro	299.70
0172952	Elaine Mullen-Barrett	299.70
0172953	David Munoz	299.70
0172954	Julie Myers	299.70
0172955	Barbara Newbern	299.70
0172956	Harold Newbern	299.70
0172957	Martin Newitz	299.70
0172958	Polly Norwood	299.70
0172959	Donna O'Neal	299.70
0172960	Barbara Okabe	299.70
0172961	Connie Olson	299.70
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0172962	Wayne Olson		299.70
0172963	Donald Onishi		299.70
0172964	Jeanette Onishi		299.70
0172965	Hitoshi Ono		299.70
0172967	Michael Ortell		299.70
0172968	Kenneth Ortiz		299.70
0172969	Marcelina Ortiz		299.70
0172970	Harriet Ouellette		299.70
0172971	John Outwater		299.70
-0172972	Norma Outwater		299.70
0172973	John Parker		299.70
0172974	Willard Patterson		299.70
0172975	Jill Pearson		299.70
0172976	Hildigard Peconic		299.70
0172977	Jack Peconic		299.70
0172978	Chuong Pham		299.70
0172979	Lan Pham		299.70
0172980	Martha Pham		299.70
0172981	Chester Platt		299.70
0172982	Susan Platt		299.70
0172983	Marino Presutti	•	299.70
0172984	Rita Presutti		299.70
0172985	Sue Primich		299.70
0172986	Dolores Pritchard		299.70
0172987	Leslie Purdy		299.70
0172988	Harvey Quan		299.70
0172989	Christine Ragenovich		299.70
0172992	Robert Ricewasser		299.70
0172993	Carl Roberson		299.70
0172994	Stephen Robinson		299.70
0172995	Sharon Robison		299.70
0172996	Richard Rowe		299.70
0172997	Donald Rueter		299.70
0172998	Roseann Rueter		299.70
0172999	Armando Ruiz		299.70
0173000	Cathy Ruiz		299.70
0173001	Robert Sands		299.70
0173002	Patricia Scarfone		299.70
0173003	John Schaefer		299.70
0173005	Patricia Seebold		299.70
0173006	Robert Seebold		299.70
0173007	Michael Shanley	•	299.70
0173008	Kenneth Shaw		299.70
0173009	Cheryl Shrock	T. Control of the Con	299.70
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0173010	Portino Clochora	
0173010	Bertine Slosberg Kenneth Slosberg	299.70
0173011	Carmen Smith	299.70
0173012	Charles Smith	299.70
0173013	Robert Smith	299.70
0173014	Sandra Smith	299.70
		299.70
0173016	Mary Snedeker	299.70
0173017	Vera Snyder	299.70
0173018	Donna Springer	299.70
0173019	Michael Springer	299.70
0173020	Marlene Steck	299.70
0173021	Wayne Steck	299.70
0173022	Roy Stephens	299.70
0173023	Kenneth Steuck	299.70
0173024	Carol Stevens	299.70
0173025	Mark Stevens	299.70
0173026	Gary Stratton	299.70
0173027	Rosalind Stratton	299.70
0173028	Joseph Surgenor	299.70
0173029	Lori Suzuki	299.70
0173030	Judith Tallman	299.70
0173031	Theresa Tarlos	299.70
0173032	Thomas Timmons	299.70
0173033	Norman Tornheim	299.70
0173034	Mary Trulin	299.70
0173035	Ann Tyree	299.70
0173036	Peter Vander Haeghen	299.70
0173037	John Varga	299.70
0173038	William Vega	299.70
0173039	Frank Visco	299.70
0173040	Jacqueline Visco	299.70
0173041	David Walker	299.70
0173042	Barry Wallace	299.70
0173043	Jolene Wallace	299.70
0173044	Dianne Walling	299.70
0173045	Robert Walling	299.70
0173047	Kathleen Waterman	299.70
0173048	Norman Waterman	299.70
0173049	John Waters	299.70
0173050	Michael Wells	299.70
0173051	Deven Werthman	299.70
0173052	Lynn Whitmore	299.70
0173053	Michael Williams	299.70
0173054	Margie Willis	299.70

0173056 Joyce Wofford 299.70 0173057 Danny Wojciechowski 299.70 0173063 Judith Wolfe 299.70 0173061 Eugene Wood 299.70 0173062 Bob Wright 299.70 0173063 Donna Wright 299.70 0173064 Kris Wysocki 299.70 0173065 Ling Chi Yeh 299.70 0173066 Ning Yeh 299.70 0173067 Kenneth Yglesias 299.70 0173068 Ning Yeh 299.70 0173074 Kenneth Yglesias 299.70 0173365 Paul Maull 299.70 0173365 Paul Maull 299.70 0173365 Art Supply Warehouse 299.70 0173366 Art Supply Warehouse 293.64 0173366 James Cline 288.27 0173468 GWC Student Health Center 288.00 0173468 GWC Student Health Center 288.00 0173496 Preferred General Contracting & Exterminatin 284.00			
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0173058 Judith Wolfe 299.70 0173061 Eugene Wood 299.70 0173061 Jane Wood 299.70 0173062 Bob Wright 299.70 0173063 Donna Wright 299.70 0173064 Kris Wysocki 299.70 0173055 Ling Chi Yeh 299.70 0173067 Kenneth Yglesias 299.70 0173063 Paul Mauil 299.70 0173067 Kenneth Yglesias 299.70 0173363 Paul Mauil 299.70 0173364 Computer Products Inc 298.49 0173326 James Cline 298.27 0173364 Art Supply Warehouse 293.64 0173265 James Cline 288.27 0173468 GWC Student Health Center 288.00 0173468 GWC Student Health Center 288.00 0173498 GWC Student Health Center 285.26 0173348 Safety 1st Pest Control Inc 283.50 0173498 Freferred General Contracting & Exterminatin 284.00<		•	299.70
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0173062 Bob Wright 299.70 0173063 Donna Wright 299.70 0173064 Kris Wysocki 299.70 0173065 Ling Chi Yeh 299.70 0173067 Kenneth Yglesias 299.70 0173653 Paul Maull 299.70 0173854 TXcessSurplus 298.49 0173854 Art Supply Warehouse 293.64 0173266 James Cline 288.27 0173564 Art Supply Warehouse 293.64 0173266 James Cline 288.27 0173254 ADA Badminton & Tennis 288.00 0173316 South Beach Media Inc 287.45 0173307 Monoprice Inc 285.26 0173498 Preferred General Contracting & Exterminatin 284.00 017338 Safety 1st Pest Control Inc 283.50 0173288 Iron Mountain 281.87 01737562 Aardvark Clay Supply 279.47 0173358 Community College Facility Coalition 275.00 0173442 Community College Fac		_	299.70
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0173564 Art Supply Warehouse 293.64 0173266 James Cline 288.27 0173254 ADA Badminton & Tennis 288.00 0173468 GWC Student Health Center 288.00 0173316 South Beach Media Inc 287.45 0173707 Monoprice Inc 285.26 0173496 Preferred General Contracting & Exterminatin 284.00 017318 Safety 1st Pest Control Inc 283.50 0173841 Safety 1st Pest Control Inc 283.50 0173288 Iron Mountain 281.87 0173701 Kelly Paper 279.47 0173352 Aardvark Clay Supply 278.00 0173358 Community College Facility Coalition 275.00 0173442 Community College Facility Coalition 275.00 0173443 Community College Facility Coalition 275.00 01734597 GovConnection Inc 273.49 0172638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172628 Cummins-Allison Corp	0173532	TXcessSurplus	298.49
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0173254 ADA Badminton & Tennis 288.00 0173468 GWC Student Health Center 288.00 0173316 South Beach Media Inc 287.45 0173707 Monoprice Inc 285.26 0173496 Preferred General Contracting & Exterminatin 284.00 0173138 Safety 1st Pest Control Inc 283.50 0173841 Safety 1st Pest Control Inc 283.50 0173828 Iron Mountain 281.87 0173701 Kelly Paper 279.47 0173562 Aardvark Clay Supply 278.00 0173358 Community College Facility Coalition 275.00 0173442 Community College Facility Coalition 275.00 0173443 Community College Facility Coalition 275.00 0173597 GovConnection Inc 273.49 0173638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems	0173564	Art Supply Warehouse	293.64
0173468 GWC Student Health Center 288.00 0173316 South Beach Media Inc 297.45 0173707 Monoprice Inc 285.26 0173496 Preferred General Contracting & Exterminatin 284.00 0173138 Safety 1st Pest Control Inc 283.50 0173288 Iron Mountain 281.87 0173701 Kelly Paper 279.47 0173562 Aardvark Clay Supply 278.00 0173358 Community College Facility Coalition 275.00 0173442 Community College Facility Coalition 275.00 0173443 Community College Facility Coalition 275.00 0173435 CDWG 271.06 0173435 CDWG 271.06 0172638 Ganahl Lumber Co 269.86 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19	0173266	James Cline	288.27
0173316 South Beach Media Inc 287.45 0173707 Monoprice Inc 285.26 0173496 Preferred General Contracting & Exterminatin 284.00 0173138 Safety 1st Pest Control Inc 283.50 0173281 Iron Mountain 281.87 0173208 Iron Mountain 281.87 0173701 Kelly Paper 279.47 0173562 Aardvark Clay Supply 278.00 0173358 Community College Facility Coalition 275.00 0173442 Community College Facility Coalition 275.00 0173443 Community College Facility Coalition 275.00 0173597 GovConnection Inc 273.49 0173435 CDWG 271.06 0172638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19	0173254	ADA Badminton & Tennis	288.00
0173707 Monoprice Inc 285.26 0173496 Preferred General Contracting & Exterminatin 284.00 0173138 Safety 1st Pest Control Inc 283.50 0173281 Iron Mountain 281.87 0173701 Kelly Paper 279.47 0173562 Aardvark Clay Supply 278.00 0173358 Community College Facility Coalition 275.00 0173442 Community College Facility Coalition 275.00 0173443 Community College Facility Coalition 275.00 0173597 GovConnection Inc 273.49 0173435 CDWG 271.06 0172638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 01733417 ASSA ABLOY Entrance Systems US Inc 263.97 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22	0173468	GWC Student Health Center	288.00
0173496 Preferred General Contracting & Exterminatin 284,00 0173138 Safety 1st Pest Control Inc 283,50 0173841 Safety 1st Pest Control Inc 283,50 0173288 Iron Mountain 281,87 0173701 Kelly Paper 279,47 0173562 Aardvark Clay Supply 278,00 0173358 Community College Facility Coalition 275,00 0173442 Community College Facility Coalition 275,00 0173443 Community College Facility Coalition 275,00 0173597 GovConnection Inc 273,49 0173435 CDWG 271,06 0172638 Ganahl Lumber Co 269,86 0173615 Newport Exterminating 269,50 0172637 Fisher Scientific 268,13 0172628 Cummins-Allison Corp 267,79 0173417 ASSA ABLOY Entrance Systems US Inc 263,97 0173534 US Jetting LLC 259,06 0173939 Staples Advantage 256,19 0173947 Thao Tran 256,05	0173316	South Beach Media Inc	287.45
0173138 Safety 1st Pest Control Inc 283.50 0173841 Safety 1st Pest Control Inc 283.50 0173288 Iron Mountain 281.87 0173701 Kelly Paper 279.47 0173562 Aardvark Clay Supply 278.00 0173358 Community College Facility Coalition 275.00 0173442 Community College Facility Coalition 275.00 0173443 Community College Facility Coalition 275.00 0173597 GovConnection Inc 273.49 0173435 CDWG 271.06 0172638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62 <td>0173707</td> <td>Monoprice Inc</td> <td>285.26</td>	0173707	Monoprice Inc	285.26
0173841 Safety 1st Pest Control Inc 283.50 0173288 Iron Mountain 281.87 0173701 Kelly Paper 279.47 0173562 Aardvark Clay Supply 278.00 0173358 Community College Facility Coalition 275.00 0173442 Community College Facility Coalition 275.00 0173443 Community College Facility Coalition 275.00 0173597 GovConnection Inc 273.49 0173435 CDWG 271.06 0172638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173518 Suburban Water Systems 244.62	0173496	Preferred General Contracting & Exterminatin	284.00
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0173701 Kelly Paper 279.47 0173562 Aardvark Clay Supply 278.00 0173358 Community College Facility Coalition 275.00 0173442 Community College Facility Coalition 275.00 0173443 Community College Facility Coalition 275.00 0173597 GovConnection Inc 273.49 0173435 CDWG 271.06 0172638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0173841	Safety 1st Pest Control Inc	283.50
0173562 Aardvark Clay Supply 278.00 0173358 Community College Facility Coalition 275.00 0173442 Community College Facility Coalition 275.00 0173443 Community College Facility Coalition 275.00 0173597 GovConnection Inc 273.49 0173435 CDWG 271.06 0172638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173518 Suburban Water Systems 244.62	0173288	Iron Mountain	281.87
0173358 Community College Facility Coalition 275.00 0173442 Community College Facility Coalition 275.00 0173443 Community College Facility Coalition 275.00 0173597 GovConnection Inc 273.49 0173435 CDWG 271.06 0172638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173518 Suburban Water Systems 244.62	0173701	Kelly Paper	279.47
0173442 Community College Facility Coalition 275.00 0173443 Community College Facility Coalition 275.00 0173597 GovConnection Inc 273.49 0173435 CDWG 271.06 0172638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0173562	Aardvark Clay Supply	278.00
0173443 Community College Facility Coalition 275.00 0173597 GovConnection Inc 273.49 0173435 CDWG 271.06 0172638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0173358	Community College Facility Coalition	275.00
0173597 GovConnection Inc 273.49 0173435 CDWG 271.06 0172638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0173442	Community College Facility Coalition	275.00
0173435 CDWG 271.06 0172638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0173443	Community College Facility Coalition	275.00
0172638 Ganahl Lumber Co 269.86 0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0173597	GovConnection Inc	273.49
0173615 Newport Exterminating 269.50 0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0173435	CDWG	271.06
0172637 Fisher Scientific 268.13 0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0172638	Ganahl Lumber Co	269.86
0172628 Cummins-Allison Corp 267.79 0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0173615	Newport Exterminating	269.50
0173417 ASSA ABLOY Entrance Systems US Inc 263.97 0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0172637	Fisher Scientific	268.13
0173534 US Jetting LLC 259.06 0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0172628	Cummins-Allison Corp	267.79
0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0173417	ASSA ABLOY Entrance Systems US Inc	263.97
0173939 Staples Advantage 256.19 0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0173534	US Jetting LLC	
0173947 Thao Tran 256.05 0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0173939	Staples Advantage	
0173157 CCCD Workers Comp Trust Fund 253.22 0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0173947	Thao Tran	
0173675 Chinese Clay Art USA 252.34 0173518 Suburban Water Systems 244.62	0173157	CCCD Workers Comp Trust Fund	
0173518 Suburban Water Systems 244.62	0173675		
	0173518	Suburban Water Systems	
0173262 Calif Tool Welding Supply 242.61	0173262	Calif Tool Welding Supply	242.61

0173263	Caston Office Solutions	236.89
0173457	Extron Electronics	235.85
0173683	Davis, Nancy	235.83
0173903	Home Depot	231.90
0172672	Security Signal Devices	229.60
0173705	Michaelides, Anthony	228.16
0173600	Health Fax	228.00
0173655	Vision Service Plan	227.76
0173669	CCC Petty Cash	227.33
0173307	Orkin Pest Control	227.00
0173780	Reliastar Life Insurance Co	226.41
0173729	Rhino Electric Supply	220.97
0173424	Pete Bouzar	218.99
0173230	Shred Confidential Inc	217.85
0173453	Eberhard Equipment Inc	217.41
0173616	Trevor Norris	216.15
0173363	FRS Environmental	214.50
0173117	Grainger	211.97
0173629	Springdale Ace Hardware	210.80
0173133	Rain Bird Services Corp	210.00
0173945	The Irvine Co LLC	208.96
0173118	Great Western Sanitary Supply	206.88
0173730	Romain, Lisa	205.36
0173178	Calif Auto Glass Inc	205.34
0173120	Home Depot	204.91
0173515	Spicers Paper Inc	202.83
0173070	Aircraft Spruce & Specialty Co	202.03
0173362	Federal Express Corp	201.97
0173177	CACCRAO	200.00
0173710	Newport Beach Chamber of Commerce	200.00
0172736	Patricia Arlington	199.80
0172749	Phillip Bernard	199.80
0172758	Kristina Bruning	199.80
0172818	Patricia Ferazzi	199.80
0172862	Linda Hehn	199.80
0172906	Edward Lambing	199.80
0172907	Nancy Lambing	199.80
0172938	Maryann Mc Manus	199.80
0172966	Jo Ann Ono	199.80
0172990	James Reck	199.80
0172991	Sharon Reck	199.80
0173004	Judith Schaefer	199.80
0173046	Charles Warren	199.80
0173059	Scott Wombold	199.80

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0173866	Annie Baker	199.80
0173071	AJ Graphics	198.00
0173544	Ward's Natural Science	196.21
0173798	Caltime Metals	196.11
0173512	Smart & Final Stores LLC	196.06
0173917	Mouser Electronics Inc	196.00
0173187	Discount School Supply	194.00
0172622	CDWG	193.63
0173767	Whitney, Wendy	192.78
0173441	Coast Fitness Repair Shop	190.00
0173955	Home Depot	187.58
0172623	Coastal Carbonic	187.49
0173224	Prudential Overall Supply Co	184.45
0173225	Prudential Overall Supply Co	184.45
0173837	Prudential Overall Supply Co	184.45
0173838	Prudential Overall Supply Co	184.45
0173509	Cecilia Schreyer	183.45
0173736	Siemens Industry Inc	180.69
0173371	John Wiley & Sons Inc	180.00
0173579	Corona Del Mar HS	180.00
0172686	Tacos & Co	177.78
0172678	South Beach Media Inc	176.72
0173624	Smardan Supply Co-Orange Coast	176.49
0172633	Digi-Key Corp	175.75
0173267	Conecsus LLC	175.00
0173572	CCPRO	175.00
0173621	Rhino Electric Supply	174.33
0173179	Calif Commercial Lighting Supply Inc	172.91
0173698	Huang, Janet	171.06
0173706	Mineo, Donald	170.97
0173493	Pacific Parking Systems Inc	170.00
0173479	Montgomery Hardware Co	168.33
0173762	West Payment Center	168.31
0172696	West Payment Center	168.30
0173948	Tri-anim Health Services	167.24
0173694	Graphic Chemical & Ink Co	166.26
0173148	West Payment Center	166.25
0172641	Hardy Diagnostics	165.63
0173642	Ward's Natural Science	164.86
0173829	Mary O'Connor	164.84
0173389	OCC Food Services	164.50
0172663	Orkin Pest Control	162.00
0173449	Demco Inc	160.31
0173556	Stater Bros Markets	159.32

0173807	Displays2Go	159.29
0173896	Grainger	158.61
0173545	Ward's Natural Science	158.28
0173400	South Beach Media Inc	157.85
0173184	CR & R Inc	157.83
0173583	CR & R Inc	157.83
0172671	Rhino Electric Supply	152.94
0173542	VWR Int'l LLC	152.72
0173501	Public Economics Inc	152.25
0173692	Ganahi Lumber Co	152.14
0173323	US Foodservice	150.05
0172685	Storage Place	150.00
0173379	Los Alamitos Chamber of Commerce	150.00
0173387	OC Business Council	150.00
0173874	Bee Busters Inc	150.00
0173941	Storage Place	150.00
0173826	MVAP Medical Supplies Inc	148.96
0173497	Prince Enterprises Inc	148.84
0173657	ABC Companies	148.43
0173324	Verizon Wireless	147.99
0173255	Amico Scientific Corp	147.83
0173800	Chandler's Air Conditioning & Refrigeration	143.00
0173127	Newport-Mesa Unified Sch Dist	142.50
0173563	Cristina Arellano	141.69
0173868	Jonathan Arnold	141.53
0173136	Riddell/All American Sports Corp	139.86
0173174	Bear Communications Inc	139.82
0173781	Reliastar Life Insurance Co	139.65
0173596	Galls Inc	138.87
0173802	Coastal Carbonic	138.07
0173303	OC Farm Supply Inc	137.58
0173614	Nat'l Document Solutions	137.28
0173285	Home Depot	136.23
0173576	Coastal Carbonic	135.59
0173573	CDWG	135.53
0173169	Andtech Corporation	135.00
0173813	Goodwill of OC	135.00
0173953	Sylvia Worden	134.80
0173346	AT & T	134.45
0173641	Ward's Natural Science	133.83
0173586	Dish Network Chicago	133.02
0172682	Staples Advantage	131.97
0173405	OCC Associated Students	131.90
0173766	Westminster Chamber of Commerce	130.00

0173134	Refrigeration Supplies Distrib	129.75
0173125	Kathryn Mueller	128.85
0173261	Lynn Black	128.85
0173275	Chastity Dutro	128.85
0173286	Catherine Hutchison	128.85
0173292	Sheila Mae Kilayko Cruz	128.85
0173300	Karen Mclucas	128.85
0173305	Janice Olufson	128.85
0173734	Kevin Shannon	128.85
0173902	Home Depot	128.54
0173215	Newport Exterminating	127.50
0173202	Mar Vac Electronics	127.42
0173231	Siemens Industry Inc	127.18
0173505	Regal Awards	127.15
0173598	Denia Guillen	125.82
0172675	Kevin Smith	125.00
0173448	Dell Higher Education	124.12
0173092	Caston Office Solutions	123.79
0173484	Christina Nguyen	123.52
0173927	Quality Aire	123.17
0173757	Verizon Calif	122.30
0173882	Coast Report	119.00
0173713	Jimmy Nguyen	118.83
0173755	Yvonne Valenzuela	118.83
0173943	Russell Terry	118.80
0173888	Stephanie Dumont	118.73
0172662	On Deck Sports	118.00
0173072	Alliance Payphone Inc	118.00
0173610	KPSS Inc	116.79
0173821	Kelly Paper	116.13
0173722	Postmaster	115.04
0173537	Verizon Calif	114.15
0173552	Mary Gallois	113.94
0172649	Kelly Paper	113.49
0173445	County of Orange	111.57
0172636	Jeffrey Evans	110.86
0173237	The Gas Co	110.22
0173108	Dakota Backflow Co	110.00
0173427	Calif Tool Welding Supply	108.75
0173520	Amy Thach	106.56
0173587	Dunn-Edwards Corp	103.57
0173909	Kelly Paper	103.39
0173590	Eversoft	103.00
0172714	Graybar Electric	103.00
V 1161 IT		142.41

0470400	MO (A D. Mardia al Como Rara Ilara	
0173480	MVAP Medical Supplies Inc	102.36
0173506	Rhino Electric Supply	101.72
0173578	Constellation NewEnergy Inc	100.46
0173240	Times Community News	100.00
0173665	Calif Placement Assn	100.00
0173786	Jonathan Arnold	100.00
0173646	World-Wide Fire Inc	99.95
0172739	Jeffrey Babb	99.90
0172740	Susan Babb	99.90
0172765	Elvin Campbell	99.90
0172815	Connie Ezell	99.90
0172842	Michael Golden	99.90
0172918	Sally Lund	99.90
0173568	Calif Tool Welding Supply	99.70
0173213	Monoprice Inc	99.60
0173153	Nancy Carri	99.52
0173463	Caleb Garcia	98.96
0173561	Valerie Venegas	98.47
0173477	Medco Supply Co	98.11
0173554	Orkin Pest Control	98.00
0173588	Eberhard Equipment Inc	97.01
0173147	Waxie Sanitary Supply	96.54
0173745	Staples Advantage	95.96
0172693	Verizon Wireless	95.15
0172665	Preferred General Contracting & Exterminatin	95.00
0173483	Christina Nguyen	93.34
0173398	Smardan Supply Co-Orange Coast	91.66
0173411	Alan's Lawnmower & Garden Center Inc	91.18
0173143	Stater Bros Markets	90.32
0173325	Verizon Wireless	87.87
0173284	Home Depot	87.65
0173831	OC Treasurer-Tax Collector	87.50
0173360	Crown Ace Hardware	87.39
0173816	Great Western Sanitary Supply	87.23
0173809	Fisher Scientific	86.95
0173192	Fry's Electronics	86.19
0173278	Patricia Franco	85.90
0173282	Nancy Hill	85.90
0173727	Nancy Ramirez	85.90
0173728	Edwina Recalde	85.90
0173296	LabelCity Inc	85.35
0172687	TALX Corp	85.00
0173152	Susan Bierlich	84.35
0173356	Coastal Carbonic	84.05
3170000		04.00

0173218	Office Depot	83.81
0173602	Home Depot	82.94
0173731	Rothman, Vicki	81.01
0173627	Sparkletts	80.83
0173928	Loren Sachs	80.54
0173121	Home Depot	80.49
0172684	Stater Bros Markets	80.01
0172630	Charles Cutenese	80.00
0173580	County of Orange	80.00
0173581	County of Orange	80.00
0173553	Home Depot	79.77
0173171	AT & T	79.55
0172692	Verizon California	79.28
0173504	Amy Rangel	79.09
0173833	Oce' Imagistics Inc	76.56
0173376	LaserWerx	76.13
0173423	Lisa Becker	76.00
0173466	Claudia Goodwin	76.00
0173547	Frank Woodard	76.00
0173952	Frank Woodard	76.00
0173677	City of Huntington Beach	75.98
0173644	Waxie Sanitary Supply	75.93
0173824	Micro Center	75.40
0172657	OC Treasurer-Tax Collector	75.00
0173914	Earnest Marchbank	75.00
0173860	Ward's Natural Science	74.42
0173419	AT & T	73.24
0173601	Hitt Companies Inc	73.14
0173630	Stater Bros Markets	71.67
0173181	CDT Inc	70.00
0173375	LA Grinding Co	70.00
0173490	OCTMA	70.00
0173204	Eva Marinotti	69.00
0173206	Eva Marinotti	69.00
0173207	Eva Marinotti	69.00
0173228	Security Signal Devices	68.00
0172677	Thomas Snyder	65.39
0173354	Chronicle of Higher Education	65.00
0173795	Hoai-Huong Bush	65.00
0173810	FishMax.Com LLC	65.00
0173930	Michelle Sambrano	65.00
0173377	Frederick Lockwood	64.20
0173185	Crown Ace Hardware	62.94
0173236	Adam Teraoka	62.93

0173845	Smardan Supply Co-Orange Coast	62.52
0173373	Nancy Jones	62.48
0173347	AT & T	62.14
0173348	AT & T	62.14
0173708	MVAP Medical Supplies Inc	62.03
0173623	Sims-Orange Welding Supply Inc	61.91
0173835	Eva Potts	60.92
0173650	Stater Bros Markets	60.40
0173801	City of Newport Beach	60.00
0173733	Security Signal Devices	59.90
0173925	Orange Coast Auto Repair	59.31
0173190	Factory Direct Craft Supply Inc	58.25
0173219	Cindy Onusz	57.98
0173089	Campus Solutions	57.65
0173226	Amy Rangel	57.44
0173519	Sandra Swaid	56.85
0173075	Aramark Uniform Services	56.65
0173256	Aramark Uniform Services	56.65
0173415	Aramark Uniform Services	56.65
0173784	Aramark Uniform Services	56.65
0173487	OCC Ancillary #1000-24750-5120	56.00
0173203	Iliana Marin	55.66
0173488	OCC Ancillary #1000-24750-8070	55.00
0173326	Ward's Natural Science	54.97
0173759	Ward's Natural Science	54,80
0173876	Jerry Castillo	54.57
0173901	Karen Hinton	54.57
0173889	Stephanie Dumont	54.13
0172648	Kelly Paper	53.90
0173193	Great Western Sanitary Supply	53.87
0173875	Carolina Biological Supply	53.82
0173485	Jimmy Nguyen	53.80
0173536	Yvonne Valenzuela	53.80
0173919	Tri Nguyen	53.80
0173551	Susan Bierlich	53.43
0173451	Ditch Witch So Calif	53.28
0173760	Waxie Sanitary Supply	53.25
0173796	Hoai-Huong Bush	52.98
0173750	The Gas Co	52.61
0173638	Ward's Natural Science	52.52
0173697	Home Depot	51.96
0173700	Iron Mountain Records Managemen	t 51.48
0173291	Kelly Paper	51.21
0173212	Brian Mims	51.10

0470407	Calla an Dimaga	
0173137	Colleen Rymas	50.60
0173471	Home Depot	50.12
0173269	COSIPA	50.00
0172698	Stater Bros Markets	48.86
0173425	Zhenghong Broyles	48.84
0173186	Dell Higher Education	48.48
0173465	Maria Gomez	48.48
0173105	Consolidated Electrical Distributors	48.22
0173557	Xerox Corp	48.20
0172610	Anderson Stationers	48.01
0173327	Ward's Natural Science	47.50
0173372	Margaret Jones	46.05
0173681	Daniel Smith Inc	45.04
0173283	Home Depot	45.03
0173189	Eversoft	44.82
0173318	Stater Bros Markets	44.61
0173858	Verizon Calif	44.40
0173751	Thomson West	44.18
0173676	Cirrito, Janine	43.51
0173628	Spectrum Gas Products Inc	43.50
0173666	Calif Tool Welding Supply	[*] 43.40
0173769	Home Depot	41.67
0173803	Constructive Playthings	41.06
0173244	Jeffrey Wong	40.45
0173550	Tracy Young	40.29
0173915	Earnest Marchbank	40.00
0173931	Michelle Sambrano	40.00
0173944	Russell Terry	40.00
0173832	OCC Food Services	39.46
0173522	The Gas Co	39.18
0173898	GWC Food Services	38.79
0173975	Vision Service Plan	38.30
0172674	Smardan Supply Co-Orange Coast	37.74
0173539	Verizon Calif	37.54
0173239	The Gas Co	37.42
0173079	AT & T	37.27
0173397	Rhino Electric Supply	35.88
0173166	Vision Service Plan	34.00
0173527	Times Community News	33.25
0173817	Kellyann Greene	33.20
0172621	Calif Chamber of Commerce	32.75
0173659	Aladdin Flowers Inc	32.38
0173495	Powertron Battery Co	32.27
0173383	Melissa Mott	32.10
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0172668	Prudential Overall Supply Co	04.70
0172000	Prudential Overall Supply Co	31.76
0173223	Prudential Overall Supply Co	31.76
0173724	Prudential Overall Supply Co	31.76
0173926	Prudential Overall Supply Co	31.76
0173663	Blick Art Materials	31.76
0173268	Constellation NewEnergy Inc	31.65
0173428	Jerry Castillo	30.67
0173420	Mutual Liquid Gas & Equipment	30.30
0173510	Security Signal Devices	30.00
0173310	USA Mobility Inc	29.95
0173754	Verizon Calif	29.64
0173753	USA Mobility Inc	29.63
0173703	Eva Marinotti	29.58
0173200	AA Equipment	29.00
0173337	The Gas Co	28.47
0172066	Crown Ace Hardware	28.04
0173447	GWC Petty Cash	27.99
0172040	South Beach Media Inc	27.83
0173142	Eberhard Equipment Inc	27.41
0173067	• •	26.82
0173416	Arrowhead Mountain Spring Water SoCal Office Technologies Inc	26.77
0173025	CCCD Workers Comp Trust Fund	26.74
0173775	SoCal Office Technologies Inc	25.25
0173313	The Gas Co	24.31
0173034	Smardan Supply Co-Orange Coast	24.24
0173737	Business Properties Partnership No 15	23.95
0173170	Home Depot	23.50
0173535	USA Mobility Inc	22.90
0173669	Prudential Overall Supply Co	22.46
0172009	Pitney Bowes Presort Services Inc	22.21
0173956	Stater Bros Markets	21.43
0173386	Linda Newman	20.37
0173936	Smardan Supply Co-Orange Coast	18.00
0173806	Dell Higher Education	17.36
0173859	Ward's Natural Science	17.20
0173039	Karen Kuehner	16.68
0173284	Dale Harguess	16.13
0173201	AT & T	16.04
0173633	The Gas Co	15.93
0173033	AT & T	15.90
0173070	Crown Ace Hardware	15.65
	Crown Ace Hardware Crown Ace Hardware	15.06
0173270		15.06
0173366	HGTV Magazine	15.00

		Check Approva	Check Approval	
0173805	Crown Ace Hardware	13.98		
0173107	Crown Ace Hardware	13.45		
0172683	State Board of Equalization	12.98		
0173086	Zhenghong Broyles	12.24		
0173393	Terry Otto	11.69		
0173530	Vinh Tran	11.69		
0173620	Pitney Bowes Presort Services Inc	11.59		
0173170	AT & T	11.30		
0173418	AT & T	11.30		
0173130	Oce' Imagistics Inc	11.00		
0173309	Rita Powell	10.16		
0173439	City of Garden Grove	10.00		
0173639	Ward's Natural Science	9.70		
0173872	AT & T	7.44		
0173643	Ward's Natural Science	7.42		
0173640	Ward's Natural Science	7.39		
0173848	State Board of Equalization	6.60		
0173222	Pitney Bowes Presort Services Inc	6.30		
0173591	Federal Express Corp	6.24		
0173469	Home Depot	6.01		
0173761	James West	6.00		
0173402	Stater Bros Markets	5.19		
0172614	AT & T	3.65	<u></u>	
0173873	AT & T	1.13		

0173080

0172613

AT & T

AT & T

0.91

0.50

\$9,210,485.63

Total

20. Check List for General Obligation Bond Fund

Subject 20.01 DIS - General Obligation Bond Fund

Meeting Nov 7, 2012 - Regular Meeting

Category 20. Check List for General Obligation Bond Fund

Access Public

Type Consent

File Attachments

Check Approval Bond 11-7-12.pdf (14 KB)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0173771	PCN3 Inc	234,911.00	420202
	Bid 2009 OCC Music Bldg 3 & 4 Upgrades		
0173154	Apple Computer Inc	161,930.54	420204
	OCC Apple Computers Board Mtg 7/18/12		
0172702	Scantron Corp	91,740.00	420204
	12 Campus Testing Scanners Replacement		
0173958	Digital Networks Group Inc	85,047.03	420204
	Chemistry Classroom Infrastructure Cabling		
0173964	Pivot Interiors Inc	67,074.21	420218
	Chairs to Upgrade Lecture Halls		
0173966	Total Environmental Managment Inc Bid 2010 Music Mod Temp Chiller Board Mtg	62,420.00	420202
0173959	Hill Partnership Inc	53,248.00	420208
	OCC Planetarium Architectural Services		
0173965	Sun Environmental Engineering Services Inc	23,355.00	420202
0173957	Aliscape	19,750.50	420283
0173963	MVE Institutional Inc	15,608.30	420202
0172699	Allscape	12,645.00	420283
0173772	PCN3 inc	12,363.00	420202
0173967	UCMI Inc	12,160.00	420202
0173332	Mobile Modular Management Corp	11,811.56	420297
0172701	Mover Services Inc	9,356.34	420202
0173331	Electro Systems Electric	5,893.00	420202
0173862	ePlus Technology inc	5,119.00	420203
0173250	Titan Environmental Solutions Inc	4,850.00	420202
0173961	Montgomery Hardware Co	4,711.98	420207
0172700	Mesa Upholstery Design Center Inc	4,595.43	420218
0173960	KK Termite Inc	3,500.00	420202
0173962	MS Rouse Co	1,965.00	420297
0173558	Siemens Industry Inc	980.00	420207
0173248	ModSpace	754.26	420399
0173247	C2 Reprographics	544.20	420202
0173249	Times Community News	350.00	420280
0173246	C2 Reprographics	249.46	420202
0173770	ePlus Technology inc	135.76	420202
	Total	\$907,068.57	

21. Authorization for Special Payments

Subject 21.01 OCC - Special Payment

Meeting Nov 7, 2012 - Regular Meeting

Category 21. Authorization for Special Payments

Access Public

Type Consent

Payment of \$750 for Program 2012-2013 Annual fees to the "Committee on Accreditation for Polysomnographic Technologists Education", Beverly, MA. This is required for the Polysomnographic Technology accreditation.

Payment of \$5,050 Accreditation fees for Commission On Accreditation - Polysomnongraphy Technology Program (COA-PSG). Payment includes costs for required site visit. Expenses to include food, lodging and transportation. Visit to be scheduled during 2013 calendar year. Fees will be paid from accreditation fund accounts

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 - Approve Agreement between ThreeForks and the Coast Community

College District for PowerFAIDS Professional Services Agreement

Meeting Nov 7, 2012 - Regular Meeting

Category 22. Approval of Agreements

Access Public

Type Discussion

Approve Agreement between ThreeForks and the Coast Community College District for PowerFAIDS Professional Services Agreement.

- 1. Background: Coast Community College District's Financial Aid departments use the following application software and services to support our students: PowerFAIDS, NetPartner, ProEd, Banner, and CCCApply BOGW. To automate data transfer between these applications, several interfaces have been developed. Since 2008, ThreeForks has been providing the District professional services to support our Financial Aid departments.
- **2. Goal/Purpose:** Approve the attached professional service agreement to support the District's Financial Aid departments.
- 3. Comments (if any):
- **4. Recommendation Statement:** After review by the Interim Administrative Director, District Information Services, Vice Chancellor of Educational Services and Technology, and District General Counsel, it is recommended by the Chancellor that the Board approve the Professional Services Agreement between ThreeFolks and Coast Community College District. The Agreement outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #5)
- 5. Fiscal Review and Impact: \$8,500 from general funds

File Attachments

ThreeForks Service Agmt-CCCD 11-2012-2015 v2.doc (84 KB)

ThreeForks Service Agmt-CCCD 11-2012-2015 v2.doc (84 KB)

Threeforks 3 Year SMA Board Item 11-7-12.docx (35 KB)

22.02 DIS - Approve Agreement between Amcom Software and the Coast Community College District for E911 3 Year Service Maintenance Agreement

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

Approve Agreement between Amcom Software and the Coast Community College District for E911 3 Year Service Maintenance Agreement.

1. Background: Coast Community College District, Orange Coast College and Golden West College use Amcom E911 Enterprise Alert and PRI application software and services to support our students and staff in the event of a 911 emergency. This application monitors the campuses' Telecommunication system for E911 calls and sends notification of the call with location information and a recording of the call to Campus Safety and designated campus personal. Since 1996, Amcom Software has been providing the District professional services to support our E911 application.

2. Goal/Purpose:

Approve the attached Service Maintenance Agreement between Amcom Software and Coast Community College District.

3. Comments (if any):

- **4. Recommendation Statement:** After review by the Interim Administrative Director, District Information Services, Vice Chancellor of Educational Services and Technology, and District General Counsel, it is recommended by the Chancellor that the Board approve the Service Maintenance Agreement between Amcom Software and Coast Community College District. 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)
- 5. Fiscal Review and Impact: \$32,370.00 (total for 3 year term, to be paid annually) (General Funds)

File Attachments

Amcom Board Action Item 11-06-2012.docx (15 KB)

Coast Community College Signed Maintenance Agreement.pdf (449 KB)

22.03 DIS - Approve Statement of Work with Strata Information Group (SIG)

under Existing Professional Services Agreement to Assist with the

Implementation of Banner Student Accounts Receivables Module for Financial

Aid Awarding and Disbursement

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

DIS - Approve Statement of Work with Strata Information Group (SIG) under Existing Professional Services Agreement to Assist with the Implementation of Banner Student Accounts Receivables Module for Financial Aid Awarding and Disbursement

Background: Since May 2012, staff from the District Office and college Financial Aid, Admissions and Records, Fiscal Services, and Information Technology, through a Business Process Analysis for Financial Aid, identified processes and systems that need to be changed in order to improve financial aid services to our students and the efficiency and effectiveness of our operations in financial aid and fiscal services. One of the major conclusions from these analyses was the critical need for implementing the Banner Student Accounts Receivables for awarding and disbursing financial aid and other related systems and processes.

Several discovery sessions, facilitated by SIG consultants, were conducted in August and September 2012 with appropriate staff from the four sites to determine current status and work that would need to done to achieve full implementation of Banner Student Accounts Receivables and make other necessary changes in systems and processes in order to maximize service to our students and efficiency and effectiveness of our operations. As a result, a detailed project plan was developed and, with SIG's assistance, work is proceeding following the projects, tasks, responsibilities and timelines identified in the project plan. The goal is to be fully operational in the Banner Student Accounts Receivables module in January 2013 for awarding and disbursing financial aid for the 2013-14 financial aid year.

- 2. Goal/Purpose: Approve the attached Statement of Work between Strata Information Group and Coast Community College District.
- 3. Comments (if any): None
- **4. Recommendation Statement:** After review by the Interim Administrative Director, District Information Services and Vice Chancellor of Educational Services and Technology, it is recommended by the Chancellor that the Board approve the Statement of Work between Strata Information Group and Coast Community College District. This statement of work is government by an existing Professional Services Agreement approved by the Board of Trustees at the September 19, 2012 meeting. The Statement of Work outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Statement of Work, indicating approval by the Board of Trustees (See Attachment #7).
- **5. Fiscal Review and Impact:** \$175,440 from General Funds (\$75,000 of this amount will be covered from the existing district budget for 2012-13. A budget augmentation of \$100,440 is needed to cover the cost of the work as outlined in the statement of work).

22.04 DIS - Authorization to Add Four Four (4) Leased Vehicles to Enterprise Fleet Management Maintenance Agreement Leased Through the Enterprise Rent-A-Car Company of Los Angeles

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

Authorization to Add four (4)Leased Vehicles to the Enterprise Fleet Management Maintenance Agreement Leased Through the Enterprise Rent-A-Car Company of Los Angeles

1. Background: To reduce the maintenance expenses of fleet vehicles utilized District-wide, all leased vehicles were transitioned to a five year government lease program in June 2009. The lease program allowed the District fleet to be continuously improved and adapted to the changing needs of the campus while reducing the costs of replacing and maintaining aging vehicles. Original lease for seven (7) vehicles was approved on the 06/17/09 Board agenda for a five year term beginning in FY 2009 and ending FY 2014. An additional eleven (11) vehicles were added to the lease and approved on the 08/18/10 Board agenda for a five year term beginning FY 2010 and ending FY 2015.

Recommended revision: Add maintenance coverage to four (4) of the leased vehicles approved on the 08/18/10 Board for an additional cost of \$10,000.00. Coverage will extend for the remainder of the five year term. Vehicles to be covered:

LA304H Ford F-350 License 1355906 CA LA310H Ford Transit Connect License 1367360 CA LA311H Ford Transit Connect License 1330327 CA LA312H Ford Transit Connect License 1367359 CA

- 2. Goal/Purpose: To further reduce costs to District Transportation Maintenance department and contribute to an estimated \$124,000 annual budget savings.
- 3. Comments: Enterprise Fleet Management is requiring that the newest version of their Master Equity Lease Agreement, Maintenance Agreement, Addendum to the Master Equity Lease Agreement, Addendum to the Maintenance Agreement and the Acknowledgment of Termination letter for the old Master Lease Agreement be signed before vehicles can be covered. All of the above listed documents have been reviewed by General Counsel and approved upon the condition that the agreements and addendums are approved simultaneously. (See Attachment #8)
- **4. Recommendation Statement:** After review by the Vice Chancellor of Administrative Services and the Manager of Purchasing and Transportation it is recommended by the Chancellor that the Board approve the updated Lease and Maintenance Agreements and approve the additional maintenance costs for the above listed vehicles.

Fiscal Impact: \$10,000.00 (General Funds).

File Attachments

Master Equity Lease Agreement 2012.pdf (139 KB)

Coast Community College District Addendum to Equity MLA.pdf (10 KB)

Maintenance Agreement 2012.pdf (57 KB)

Coast Community College District Addendum to Maintenance Agreement.pdf (10 KB)

Memo to customer to terminate old agreements.pdf (14 KB)

22.05 DIS - Approve Non-Standard Agreement between Trace3, Inc. and the

Coast Community College District for Professional Services

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

Approve Non-Standard Agreement between Trace3, Inc. and the Coast Community College District for Professional Services

- 1. Background Information: Trace3, Inc. is able to provide professional services to assist in the continued programming of our CISCO CSS (Content Services Switches). These devices provide the enterprise server with load balanced and secure access to the District's various Internet services such as Luminis, (the MySites) Banner and its subsystems. Programming support for these devices is hard to obtain and Trace3, Inc. is able to provide an engineer that is familiar with the device as well as our configuration.
- 2. **Goal/Purpose:** To complete the programming of CSS devices and maintain needed and requested changes.
- 3. Comments (if any): District General Counsel has noted that his only legal concern is with the second paragraph in the "Limited Warranty" section. Counsel requested they revise to read that the vendor is liable for its own negligence or other wrongdoing without a contractual cap on liability. Trace3, Inc. General Counsel did not agree to the requested modification.
- 4. Recommendation Statement: After review by the Interim Administrative Director, District Information Services, Vice Chancellor of Educational Services and Technology, and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Trace3, Inc. and the Coast Community College District for professional services. (See Attachment #9)
- 5. Fiscal Review and Impact: \$12,000 from general funds and paid as work is completed and invoiced.

File Attachments

Trace3 Board Item 11-7-2012.docx (16 KB)

Trace3 SOW (Final Executed Version 10-25-12).pdf (3,002 KB)

Subject 22.06 OCC - Approve Non-Standard Agreement between Commencement

Flowers and the Coast Community College District for the Purpose of Selling Flower Bouquets and Orchid Leis During Commencement Ceremonies Held at

the College

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

Approve Non-Standard Agreement between Commencement Flowers and the Coast Community College District for the Purpose of Selling Flower Bouquets and Orchid Leis During Commencement Ceremonies Held at the College

Background: Vendor shall provide tablecloths, signs, canopies and all equipment and supplies to operate such flower stands, including personnel, cash-handling boxes, and the necessary cash needed to make change. All equipment and/or supplies shall be purchased by vendor in its own name; all staff shall be employees of vendor.

Goal/Purpose: Vendor agrees to pay to College twenty percent (20%) of gross revenues, excluding sales tax, during the term of this agreement. The twenty percent (20%) return shall be calculated from verified inventory sheets. Inventory shall be taken by Vendor and shall include the number of bouquets received, sold, and remaining. Inventory shall also be taken as to cash received prior to sales and cash on hand after sales, Verification shall appear in the form of an inventory sheet provided to College by vendor.

Comments: Reviewed by Risk Services.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between Commencement Flowers and the Coast Community College District for the purpose of providing bouquets and leis at commencement ceremonies. 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)

Fiscal Impact: Zero impact to the college.

File Attachments

flowers contract.PDF (87 KB)

Subject 22.07 OCC - Approve Non-Standard Agreement between California State

University, Fullerton, and Coast Community College District for the Purpose of the OCC Student Health Center Serving as a Clinical Site for Students in the

University's Graduate and Undergraduate Nursing Programs

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

Approve Non-standard Agreement between California State University, Fullerton and Coast Community College District for the Purpose of the OCC Student Health Center Serving as a Clinical Site for Students in the University's Graduate and Undergraduate Nursing Programs

Background: The OCC Student Health Center provides nursing and medical care to the students of the college. As such, it is an appropriate practice site for both graduate and undergraduate nursing students in the university's clinical programs.

Goal/Purpose: Enhance services to the OCC students who use the student health center, provide a clinical practice site for nursing students at one of our local transfer universities, and form a closer alliance between the OCC Student Health Center and the CSU Fullerton Department of Nursing.

Comments: Reviewed by Risk Services

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between California State University, Fullerton, and the Coast Community College District for the purpose of the OCC Student Health Center serving as a clinical site for students in the university's graduate and undergraduate nursing programs. The Board President or designee is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #11)

Fiscal Impact: There is no expense to OCC or to the District to serve as a clinical site for the undergraduate and graduate students in nursing at California State University, Fullerton.

File Attachments

CL12065 Coast Community District- Orange Coast College-CSUF.pdf (49 KB)

22.08 CCC - Approve Amendment to Agreement between Central Texas College and the Coast Community College District to Serve as Academic Integrator in Support of the Navy College Program for Afloat Education (NCPACE)

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

Approve Amendment to Agreement between Central Texas College and the Goast Community College District to Serve as Academic Integrator in Support of the Navy College Program for Afloat Education (NCPACE) (Reference US Government Contract No N00189-09-D-Z060) for the Delivery of all Distance Learning Services and Courses described in the CTC Alternate Technical Proposal in Response to Government Solicitation No. N00189-09-R-Z020

- 1. Background: In September 2009, Central Texas College was awarded the Navy College Program for Afloat Education (NCPACE) contract ("prime contract") with the Navy. The NCPACE Distance Learning program provides CD-ROM courses to sailors aboard ships deployed around the globe and Coastline serves as the prime subcontractor to CTC to oversee NCPACE-DL. As prime subcontractor, Coastline manages a Consortium of "partner" colleges that offer 150 different courses ranging from lower level undergraduate courses to graduate courses. The amendment authorizes Central Texas College to provide 1 part-time employee at Pearl Harbor, HI and 1 part-time employee at Groton, CT to provide support to the Commands in response to delivery orders ordered under the NPCACE DL program from October 1, 2012 September 30, 2013. The amendment outlines fees and invoicing procedures for these staff positions.
- 2. Goal/Purpose: Provides staff support to Commands at Pearl Harbor, HI and Groton, CT
- 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 Amendment between the Coast Community College District and Central Texas College to serve as Academic Integrator in Support of the Navy College Program for Afloat Education (NCPACE). The Amendment authorizes Central Texas College to provide support staff to Commands at Pearl Harbor, HI and Groton, CT. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees. (See CTC-NCPACE Attachment #12)
- **5. Fiscal Review and Impact:** \$33,696 for the period October 1, 2012 September 30, 2013 to be paid from Contract Education ancillary funds

File	Attachm	ents

CTC - NCPACE AMENDMENT.pdf (10 KB)

22.09 CCC - Approve Agreement Between the Internal Revenue Service and Coast Community College District for Students to Receive Training in the Internal Revenue Service (IRS) Volunteer Tax Assistance (VITA) and the Tax Counseling for the Elderly (TCE) Programs

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

Approve Agreement Between the Internal Revenue Service and Coast Community College District for Students to Receive Training in the Internal Revenue Service (IRS) Volunteer Tax Assistance (VITA) and the Tax Counseling for the Elderly (TCE) Programs

- 1. Background: The Internal Revenue Service Income tax Assistance (VITA) and the Tax Counseling for the Elderly (TCE) Programs offer free tax help for taxpayers who qualify. The VITA Program generally offers free tax help to people who make \$50,000 or less and need assistance in preparing their own tax returns. The Internal Revenue Service (IRS) certified volunteers provide free basic income tax return preparation to qualified individuals in the local communities. The volunteers inform taxpayers about special tax credits for which they may qualify. VITA sites are generally located at community and neighborhood centers, libraries, schools, shopping malls, and other convenient locations.
- 2. Goal/Purpose: Provide accounting students enrolled in Tax Preparation courses to participate in real-world project-based learning activities through participation in the VITA and TCE training program, where rigorous and relevant standards-focused projects engage students in authentic learning activities resulting in students' acquisition of communication, presentation, organization, time management, research, inquiry, self-assessment, reflection, team and leadership skills.
- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the Internal Revenue Service and Coast Community College District where selected Accounting students from Coastline Community College receive training in the Internal Revenue Service (IRS) Volunteer Tax Assistance (VITA) and the Tax Counseling for the Elderly (TCE) Programs to offer free tax help for taxpayers who qualify under the supervision of an accounting instructor. The Agreement outlines the responsibilities of both partners and all of the services expected to be delivered. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Internal Revenue Service Attachment #13)
- 5. Fiscal Review and Impact: No fiscal impact. The training is provided free of charge to the students.

File Attachments

Internal Revenue Service.pdf (26 KB)

22.10 CCC - Approve Agreement between City of Costa Mesa and the Coast Community College District for Function Space for the April 18, 2013

Scholarship Awards Ceremony

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

Approve Agreement between the City of Costa Mesa and the Coast Community College District for Function Space for the April 18, 2013 Scholarship Awards Ceremony

- 1. **Background:** Coastline Community College does not have a location large enough to hold its scholarship awards ceremony. After considering cost, location and capacity it was decided that the City of Costa Mesa Neighborhood Community Center would provide adequate space for the ceremony as well as be a cost-effective venue.
- 2. Goal/Purpose: To award and celebrate our scholarship recipients along with students, staff, faculty and scholarship donors.
- 3. Comments (if any): District General Counsel recommended the phrase "Except if damages are due to the negligence or intentional wrongdoing of the City of Costa Mesa, or its employees or agents" be added to the Waiver section (pg.2). However the "City of Costa Mesa Neighborhood Community Center did not agree to add the phrase to 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 Agreement between the City of Costa Mesa Neighborhood Community Center and the Coast Community College District for the function space for its scholarship awards ceremony. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #14)
- 5. Fiscal Review and Impact: Expense amount \$1,900 to be paid from General funds.

File Attachments

City of CM Neighborhood Center Agreement.doc (45 KB)

22.11 CCC - Approve Agreement between GradImages® and the Coast

Community College District for Professional Photography for the May 18, 2013

Graduation Ceremony

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

Approve Agreement between Gradimages® and the Coast Community College District for Professional Photography for the May 18, 2013 Graduation Ceremony

- 1. Background: Coastline Community College has consistently offered graduating students the opportunity to purchase professional photos of their graduation ceremony.
- 2. Goal/Purpose: To offer professional photographs to graduating Coastline students.
- 3. Comments (if any): None.
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between GradImages® and the Coast Community College District for professional photography for Coastline Community College 2013 Graduation Ceremony. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See GradImages® Attachment #15)
- 5. Fiscal Review and Impact: None.

File Attachments
grad images.pdf (139 KB)

22.12 CCC - Approve Agreement between Global Collaborative Connection (dba

Global Corporate College) and the Coast Community College District to Participate in the Transportation Security Administration (TSA) Officer

Education Program

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

Approve Agreement between Global Collaborative Connection (dba Global Corporate College) and the Coast Community College District to Participate in the Transportation Security Administration (TSA) Officer Education Program

1. Background: The Transportation Security Administration (TSA) is providing its Transportation Security Officer (TSO) workforce at airports throughout the nation with the opportunity to work toward a TSA Homeland Security Certificate and/or Associates Degree in Homeland Security or a related field. Global Corporate College (GCC) has been contracted to deliver this education through the community college network. Coastline Community College has been selected to participate in the TSA Officer Education Program for the Officers working at John Wayne Airport (SNA) in Orange County, California.

The Program consists of 3 courses of 3 units each taken as a cohort by TSA officers and will be delivered at or near the airport location. Each course shall be considered as a course leading towards an A.A. degree and upon successful completion of all courses, a Certificate of Achievement will be awarded to participants by TSA. Under this Agreement, Coastline will deliver the 1st course, Introduction to Homeland Security, in Spring 2013. Subject to federal funding, and when authorized by a separately executed Agreement, Coastline may further support the TSA Officer Education Program and deliver additional courses in Fall 2013 and Spring 2014.

- 2. Goal/Purpose: Provide an educational training program to TSA officers; generate revenue for the college
- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Global Collaborative Connection (dba Global Corporate College) and the Coast Community College District to participate in the Transportation Security Administration (TSA) Officer Education Program. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See TSA Attachment #16)
- **5. Fiscal Review and Impact:** Gross Income of \$13,000 per course based on 25 enrollments for each course offered.

File Attachments	÷	
TSA Agreement.pdf (135 KB)		

22.13 CCC - Approve Agreement between Coast Community College District/Coastline Community College/Coastline Institute for Economic

Development (CIED) and California Rain Company, Inc., to Operate the Training

Programs under the Employment Training Panel Agreement

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

Approve Agreement between Coast Community College District /Coastline Community College/Coastline Institute for Economic Development (CIED) and California Rain Company, Inc., to Operate the Training Programs under the Employment Training Panel Agreement

1. Background:

This project is to provide reimbursement of training costs from the Employment Training Fund to train employees of California Rain Company, Inc., in the subject areas outlined in the Manufacturing Skills section of the Training Curriculum Menu. Coast Community College District/Coastline Community College/Coastline Institute for Economic Development will provide administration of the Employment Training Panel Contract and project management with California Rain Company, Inc. Specialized business consulting and employee training will be provided through Coastline Institute for Economic Development's partner, Performance Ascent, Inc. The training and consulting provided by Performance Ascent, Inc. is described in the Continuous Improvement Section of the Training Curriculum Menu, as specified in the Employment Training Panel agreement, and tailored to the participating company needs and requirements using its Business Improvement System.

2. Goal/Purpose:

Serve as Contract Administrator to ensure oversight, training completion, compliance and reimbursement set forth in the ETP Agreement. The business training will position California Rain Company, Inc. to be competitive in their industry and increase employee hiring.

- **3. Comments (if any):** The Sub-Agreement is part of the Employment Training Panel requirement for administration and training as agreed upon with Participating Company.
- **4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between California Rain Company, Inc. and Coast Community College District to execute this agreement with Coastline Institute for Economic Development. This agreement outlines the responsibilities of all 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 #17)
- **5. Fiscal Review and Impact:** Coast Community College District/ Coastline Community College/Coastline Institute for Economic Development will reimburse California Rain Company, Inc., for training provided that has been completed as stated by the guidelines of the Employment Training Panel Agreement. Coast Community College District/Coastline Community College/Coastline Institute for Economic Development will retain 13% of the proposed \$30,317.76 ETP funded training as the Contract Administrator and an additional 8% for marketing and outreach efforts. The total income earned for this sub agreement is \$6,366.73.

File Attachments	
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22.14 CCC - Approve an Amendment to an Agreement between Worth Publishers and the Coast Community College District to Publish the Fourth Edition of the Telecourse Student Guide for Psychology: The Human Experience to Accompany Discovering Psychology

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

Approve an Amendment to an Agreement between Worth Publishers and the Coast Community College District to Publish the Fourth Edition of the Telecourse Student Guide for Psychology: The Human Experience to Accompany Discovering Psychology

- 1. Background: Worth Publishers wishes to publish the fourth edition of the student guide to accompany the course, Psychology: The Human Experience, produced by Coast Learning Systems, to accompany the sixth edition of the text, Discovering Psychology. The Publisher and Coast Learning Systems wish to have Coast prepare the necessary revisions for the fourth edition under the same terms and conditions applicable to the student guide under the Agreement approved by the Board July 22, 1999.
- 2. Goal/Purpose: To revise the current Student Guide for Psychology: The Human Experience to accompany the sixth edition of the text entitled Discovering Psychology, by Hockenbury & Hockenbury.
- 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 Amendment to the Agreement between Worth Publishers and the Coast Community College District to revise and publish the fourth edition of the Student Guide for Psychology: The Human Experience according to the Agreement. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 18)
- 5. Fiscal Review and Impact: Publisher grant to Coast District of \$4,000.

File Attachments			
Discovering Psychology	ogv.pdf (19 KB)		

Subject

22.15 GWC - Approve Non-Standard Agreement between RefPay and the Coast

Community College District for Online Payment of Officials/Referees

Meeting

Nov 7, 2012 - Regular Meeting

Category¹

22. Approval of Agreements

Access

Public

Type

Discussion

Approve Non-Standard Agreement between RefPay and the Coast Community College District for Online Payment of Officials/Referees

- 1. Background Information: The Athletic Department has been looking for a program/software that can be used to create a seamless method of tracking and payment of officials/referees for athletic events. Currently, we generate a lot of paperwork to pay each official/referee per game/match. RefPay works with Arbiter (the software the conference uses) to assign the officials/referees to each game/match to streamline the entire system. The agreement enables the campus to streamline the process and to provide a variety of reports for tracking purposes.
- 2. Goal/Purpose: Provide the Athletic Department easy access to pay officials/referees.
- 3. Comments (if any): District Legal Counsel had concerns regarding the limit on liability, indemnification, and the law and forum for disputes sections of this agreement, however, RefPay is not willing to make changes to its online agreement and the College President feels the time and money saved by entering this agreement outweigh the concerns raised.
- **4. Recommendation Statement:** After review by the College President, it is recommended by the Chancellor that the Board approve the Agreement between RefPay and the Coast Community College District for the online payment of officials/referees, from November 8, 2012 through June 30, 2013. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #19)
- 5. Fiscal Impact: \$15,000 to be paid from Trust funds.

File Attachments

RefPay Agreement.pdf (36 KB)

Subject

22.16 GWC - Approve Non-Standard Agreement between Butte-Glenn

Community College District and the Coast Community College District/Golden

West College for Creative Teaching Strategies Workshop

Meeting

Nov 7, 2012 - Regular Meeting

Category

22. Approval of Agreements

Access

Public

Type

Discussion

Approve Non-Standard Agreement between Butte-Glenn Community College District and the Coast Community College District/Golden West College for Creative Teaching Strategies Workshop

- 1. Background Information: The Health Workforce Initiative (HWI) at Golden West College in collaboration with the HWI State Initiative Center at Butte-Glenn Community College District provides faculty development workshops throughout the year for the region and state. An Independent Contractor agreement has been Board approved for Michele Deck to provide the Creative Teaching Strategies Workshop. A Special Projects item has also been Board approved for the regional workshop. The Statewide Director will work with Golden West College to coordinate all deliverables and activities, provide registration for all events, provide CEU certificates, and fund the catering for the events.
- **2. Goal/Purpose:** The purpose of this subcontract is for Butte-Glenn Community College District, the HWI State Initiative Center host, to reimburse the HWI at Golden West College for coordinating the statewide faculty development programs.
- 3. Comments (if any): None.
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended that the Board approve the Agreement between Butte-Glenn Community College District and the Coast Community College District/Golden West College to provide funding to HWI at Golden West College for the Creative Teaching Strategies Workshop statewide in January 2013. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #20)
- 5. Fiscal Impact: Increased revenue of \$25,000 to be paid to HWI Golden West College.

File Attachments

Butte-Glenn CCD Agreement.pdf (70 KB)

23. Buildings and Grounds Approvals

Subject 23.01 DIS - Approve Standard Professional Services Agreement with Willdan

Geotechnical for Inspection and Testing Services; Orange Coast College Music

Modernization Project

Meeting

Nov 7, 2012 - Regular Meeting

Category

23. Buildings and Grounds Approvals

Access

Public

Type

Discussion

Approve Standard Professional Services Agreement with Willdan Geotechnical for Inspection and Testing Services; Orange Coast College Music Modernization Project

1. Background:

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

2. Goal/Purpose

Ensure compliance with Title 24 school facility construction requirements, verification of the structural safety, and assurance of long term structural viability of the Orange Coast College Music buildings.

3. Comments

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

4. Recommendation Statement

After review by the Senior Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Willdan Geotechnical for Inspection/Technical and Materials Testing Services for the Orange Coast College Music Modernization Project pursuant to the District's Standard Professional Services Agreement. (See Attachment #21)

Fee for Inspection Services:

\$20,000

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

Fiscal Impact: \$20,000

(Measure C - General Obligation Bond Funds)

Master Plan Approved Project

OCC Upgrade Auditorium/Music Complex Phase II (50% Reimbursement by State Capital Outlay)

Subject 23.02 DIS - Authorization to File Notice of Completion and Release Retention

Funds

Meeting

Nov 7, 2012 - Regular Meeting

Category

23. Buildings and Grounds Approvals

Access

Public

Type

Discussion

Authorization to File Notice of Completion and Release Retention Funds

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

CCC Newport Beach Learning Center Bid No. 1992

Contractor:

Cuyamaca Const., Inc.

Category J – Rough Carpentry

Contractor:

Dennison Electric, Inc

Category X - Electrical

Contractor:

Southcoast Acoustical Interiors, Inc.

Category N - Acoustical Ceilings

Contractor:

Inland Building Construction Cos, Inc.

Category R - Specialties/Toilet partitions & Accessories/Signage

Contractor:

Inland Pacific Tile. Inc.

Category O – Ceramic Title

Contractor:

Link - Nelsen Corp.

Category U - Fire Protection

CCC Newport Beach Learning Center Increment II Rebid; Bid No. 1994

Contractor:

PK Mechanical Systems, Inc.

Category V- Plumbing

CCC Newport Beach Learning Center FF & E; Bid No. 2005

Contractor:

K & Z Cabinet Co., Inc

Category Z2 - Millwork

Subject 23.03 DIS - Approve Change Order No. 3; Coastline Community College Newport

Beach Learning Center, Increment 2; Bid No. 1992

Meeting

Nov 7, 2012 - Regular Meeting

Category

23. Buildings and Grounds Approvals

Access

Public

Type

Discussion

Approve Change Order No. 3; Coastline Community College Newport Beach Learning Center, Increment 2; Bid No. 1992

1. Background:

This change order seeks approval of full and final contract adjustments for five of the twenty (20) total contracts awarded for the construction of the Coastline Community College Newport Beach Learning Center. Substantial completion has been attained for these contracts and Notice(s) of Completion are also recommended for approval on this Board agenda.

2. Goal/Purpose:

Project completion and final contract reconciliation for construction of the Newport Beach Learning Center.

3. Comments:

All changes and the respective pricing have been reviewed and verified by the project team. In conjunction with the two companion items on this agenda eight of the twenty contractor agreements for this project will be finalized.

4. Recommendation Statement:

After review by the Vice President of Administrative Services and Senior Director of Facilities, Planning, and Construction, it is recommended by the Chancellor that authorization be given for Change Order No. 3; Coastline College Newport Beach Learning Center New Construction Increment 2 Bid No. 1992 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents.

Cuyamaca Const. Inc., Category J -- Rough Carpentry

Final Contract Closeout:

Credit back Unused allowance

<\$15,740>

\$52,794

<u>Contract Amount:</u> \$197,000.00 (C.O. 3: 7.99% Decrease) Total Change Orders: <\$15,740.00> (7.99% Decrease)

<u>Dennison Electric, Inc Category X – Electrical</u>

Final Contract Closeout:

Outstanding Contractor costs less unused allowance

Contract Amount: \$2,929,000.00 (C.O. 3: 1.79% Increase)

Total Change Orders: \$99,886 (3.41% Increase)

Southcoast Acoustical Interiors, Inc. Category N - Acoustical Ceiling

Final Contract Closeout:

Outstanding Contractor costs less unused allowance

\$26,265

Contract Amount: \$264,990.00 (C.O. 3: 9.91% Increase)

Total Change Orders: \$26,265 (9.91% Increase)

<u>Inland Building Construction Cos. Inc Category R- Specialties/</u>
<u>Toilet Partitions & Accessories/Signage</u>

Final Contract Closeout:

Credit back Unused allowance

<\$64,008>

Contract Amount: \$245,000.00 (C.O. 3: 26.13% Decrease)
Total Change Orders: <\$64,008.00> (26.13% Decrease)

Inland Pacific Tile, Inc. Category O – Ceramic Title

Final Contract Closeout:

<\$21,000>

Credit back Unused allowance

Contract Amount: \$164,700.00 (C.O. 3: 12.75% Decrease)

Total Change Orders: <\$21,000> (12.75% Decrease)

<u>Link -- Nelsen Corp Category U -- Fire Protection</u>

Final Contract Closeout:

Outstanding Contractor costs less unused allowance

<\$5,733>

<u>Contract Amount:</u> \$485,750.00 (C.O. 3: 8.5 % Increase)

Total Change Orders: \$41,286 (8.5% Increase)

Fiscal Impact: <\$27,422> (Measure C Bond Funds & Capital Outlay)

Master Plan Approved Project

CCC Newport Beach Learning Center

(See Attachment #22)

File Attachments

CCC-NBLC Bid1992 CO3.pdf (179 KB)

Subject 23.04 DIS - Approve Change Order No. 3; Coastline Community College Newport

Beach Learning Center Increment II Rebid; Bid No. 1994

Meeting Nov 7, 2012 - Regular Meeting

Category 23. Buildings and Grounds Approvals

Access Public

Type Discussion

Approve Change Order No. 3; Coastline Community College Newport Beach Learning Center Increment II Rebid; Bid No. 1994

1. Background:

This change order seeks approval of full and final contract adjustments for one of the two (2) contracts awarded for the construction of the Coastline Community College Newport Beach Learning Center. Substantial completion has been attained for these contracts and Notice(s) of Completion are also recommended for approval on this Board agenda.

2. Goal/Purpose:

Project completion and final contract reconciliation for construction of the Newport Beach Learning Center.

3. Comments:

All changes and the respective pricing have been reviewed and verified by the project team. In conjunction with the two companion items on this agenda Eight of the 20 contractor agreements for this project will be finalized.

4. Recommendation Statement:

After review by the Vice President of Administrative Services, Senior Director of Facilities Planning and Construction, and Vice Chancellor of Finance and Administrative Services, it is recommended by the Chancellor that authorization be given for Change Order No. 3; Coastline College Newport Beach Learning Center New Construction Increment II Rebid Bid No. 1994 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents.

PK Mechanical Systems, Inc., Category V - Plumbing

Final Contract Closeout

<\$57.609>

Credit back unused allowance

Contract Amount: \$1,284,000 (C.O. 3: 0.45% Decrease)

Total Change Orders: \$56,811 (04.42% Decrease)

Fiscal Impact: <\$57,609> (Measure C – General Obligation Bond Funds & Capital Outlay)

Master Plan Approved Project

CCC Newport Beach Learning Center

(See Attachment #23)

Subject

23.05 DIS - Approve Change Order No. 1; Coastline Community College Newport

Beach Learning Center FF & E; Bid No. 2005

Meeting

Nov 7, 2012 - Regular Meeting

Category

23. Buildings and Grounds Approvals

Access

Public

Type

Discussion

Approve Change Order No. 1; Coastline Community College Newport Beach Learning Center FF & E; Bid No. 2005

1. Background:

This change order seeks approval of full and final contract adjustments awarded for the construction of the Coastline Community College Newport Beach Learning Center. Substantial completion has been attained for this contract and Notice of Completion are also recommended for approval on this Board agenda.

2. Goal/Purpose:

Project completion and final contract reconciliation for construction of the Newport Beach Learning Center.

3. Comments:

All changes and the respective pricing have been reviewed and verified by the project team. In conjunction with the two companion items on this agenda Eight of the 20 contractor agreements for this project will be finalized.

4. Recommendation Statement:

After review by the Vice President of Administrative Services, Senior Director of Facilities Planning and Construction, and Vice Chancellor of Finance and Administrative Services, it is recommended by the Chancellor that authorization be given for Change Order No. 1; Coastline College Newport Beach Learning Center FF & E Bid No. 2005 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents.

K & Z Cabinet Co., Inc., Category Z2 - Millwork

Final Contract Closeout

<\$33,787>

Credit back unused allowance

<u>Contract Amount:</u> \$339,520 (C.O. 1: 9.95% Decrease) Total Change Orders: <\$33,787> (9.95% Decrease)

Fiscal Impact: <\$33,787>

(Measure C - General Obligation Bond Funds & Capital Outlav)

Master Plan Approved Project

CCC Newport Beach Learning Center

(See Attachment #24)

23.06 DiS - Authorization for Approval of Addendum No. 2 to CW Driver Subject

Construction Management Agreement; Coastline Community College Newport

Beach Learning Resource Center

Meeting

Nov 7, 2012 - Regular Meeting

Category

23. Buildings and Grounds Approvals

Access

Public

Type

Discussion

Authorization for Approval of Addendum No. 2 to CW Driver Construction Management Agreement; Coastline Community College Newport Beach Learning Resource Center

1. Background

Despite the openness of the west-facing glass façade, after review with the Division of State Architects (DSA), it was determined that a smoke evacuation system and emergency generator must be installed in the atrium space of the building, pursuant to building code. As a result, the building had to be modified to accommodate this system and the project completion was extended by one month.

2. Goal/Purpose

Completion and close-out of the Coastline College Newport Beach Learning Center.

3. Comments

None

4. **Recommendation Statement**

After further review by the Coastline Community College Vice President of Administrative Services, Senior Director of Facilities, Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Addendum No. 2 to the CW Driver Management Agreement for the Coastline College Newport Beach Learning Center project. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign any related documents.

TERM OF THE AGREEMENT, shall be extended as follows: One additional month October 16, 2012 through November 16, 2012

Services shall be amended as follows:

One month additional Construction Management Services required to support DSA required additions to project

(smoke evacuation, emergency generator):

57.225

Compensation shall be amended as follows:

Amount this Addendum:

57,225

Previous Contract Amount:

\$1,859,165

New Contract Total:

\$1,916,390

4. Fiscal Impact \$57,225

(Measure C- General Obligation Bond Fund) (Capital Outlay Funds) Master Plan Approved Project

(See Attachment #25)

File Attachments

Const Mgmt Agreement for CCC Add 2 CWDRIVER.pdf (13 KB)

24. General Items of Business

Subject 24.01 DIS - Nomination of Trustee Jerry Patterson to Serve on the Association

of Community College Trustees (ACCT) Committee Service, Pacific Region

Meeting Nov 7, 2012 - Regular Meeting

Category 24. General Items of Business

Access Public

Type Discussion

Nomination of Trustee Jerry Patterson to Serve on the Association of Community College Trustees (ACCT) Committee Service, Pacific Region

ACCT plays a major role in helping formulate national policy pertaining to community colleges. ACCT exists to develop effective lay governing board leadership to strengthen the capacity of community colleges to achieve their missions on behalf of their communities. ACCT provides national leadership on behalf of the more than 7,000 elected and appointed officials who govern the nation's community, junior and technical colleges. ACCT also works to strengthen the strategic connections between community college boards and the array of national and state organizations important to enhancing and bolstering the mission of community colleges. Trustee Jerry Patterson served on the ACCT Public Policy Committee in 2011, and the ACCT Diversity Committee in 2012.

ACCT is currently accepting nominations for the Committee Service, Pacific Region, for 2013. Trustee Jim Moreno, Board President, has nominated Trustee Patterson to continue to represent the Coast Community College District in his ACCT Committee Service. Depending on the needs of ACCT, selected nominees may serve in one of several ACCT Committees for 2013.

Subject

24.02 DIS - Approval of Materials Fees

Meeting

Nov 7, 2012 - Regular Meeting

Category

24. General Items of Business

Access

Public

Type

Discussion

Material fee information was presented to and reviewed by the Board at the October 3, 2012 Board of Trustees' Meeting. It is now recommended by the Golden West College Curriculum Committee, with concurrence of the College President and the Chancellor, that the attached material fee revisions, deletions, and/or new fees be approved for inclusion in the curriculum. (See Attachment #26)

A copy of the material fee request forms is on file in the Board Office.

File Attachments

Material Fees Approval- 11-7-2012.pdf (10 KB)

Subject 24.03 DIS - Approval of Contractors for FY 2012-2013 Pursuant to District's

Standard Annual Agreement for Contractor Services

Meeting

Nov 7, 2012 - Regular Meeting

Category

24. General Items of Business

Access

Public

Type

Discussion

Approval of Contractors for FY 2012-2013 Pursuant to District's Standard Annual Agreement for Contractor Services

It is requested the Board approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2012-2013. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price.

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

Southern California Fitness Services 412 Olive Ave Suite 230 Huntington Beach, CA 92648

VMI Inc. 211 E. Weddell Dr. Sunnyvale CA 94089 Subject 24.04 DIS - Approval of Institutional Self-Evaluations for Re-Affirmation of

Accreditation: Orange Coast College, Golden West College and Coastline

Community College

Meeting

Nov 7, 2012 - Regular Meeting

Category

24. General Items of Business

Access

Public

Type

Discussion

Approval of Institutional Self-Evaluations for Re-Affirmation of Accreditation: Orange Coast College, Golden West College and Coastline Community College

Every six years the accreditation of Orange Coast College, Golden West College and Coastline Community College needs to be re-affirmed according to the accreditation standards of the Accrediting Commission of Community and Junior Colleges (ACCJC), a branch of the Western Association of Schools and Colleges (WASC). An important component of the re-accreditation process is the development of the institutional self evaluation report by each college. Over the past year, multiple drafts of the colleges' institutional self evaluations have been reviewed and discussed with the Board of Trustees at meetings of the Board Accreditation Committees and Board Study Sessions. These are the final versions of the reports brought for approval of the Board of Trustees before submission to ACCJC. The Self Evaluation Studies can be viewed on the District Website at the following link: http://www.cccd.edu/about/accreditation_reports.aspx

Subject 24.05 DIS - Authorization of a 2013 Voluntary Separation Program

Meeting Nov 7, 2012 - Regular Meeting

Category 24. General Items of Business

Access Public

Type Discussion

Authorization of a 2013 Voluntary Separation Program for Classified Staff (not Managers or Confidential employees at this time)

- 1. Background Information: Based on the ongoing fiscal crisis, the District has determined that it would be beneficial for planning purposes to offer an incentive to any eligible classified employee who declares his or her irrevocable intent and resigns or retires by one of two dates (March 31, 2013 or June 30, 2013).
- 2. Goal/Purpose: To receive early notification from employees retiring or resigning from the District.
- 3. Comments: VSP 2013, if approved, involves a payment to be negotiated to all eligible employees who opt to retire or separate by either of two dates (March 31, 2013 or June 30,2013). In order to participate, interested employees shall submit an Irrevocable Letter of Resignation/Retirement on the required form to the District Office of Human Resources.
- 4. **Recommendation Statement:** After review by the Vice Chancellor of Human Resources and District General Counsel, it is recommended by the Chancellor that the Board of Trustees adopt the 2013 Voluntary Separation Program as specified in the documents to be provided at the Board Meeting. A report addressing the number of participants and fiscal impact will be presented to the Board following the conclusion of the program.
- 5. Fiscal Review & Impact: Fiscal impact will be driven by program participation.

Subject

24.06 CCC - Authorization to Approve Coastline Community College's Transfer

Center and Articulation Plans for 2012-2013

Meeting

Nov 7, 2012 - Regular Meeting

Category

24. General Items of Business

Access

Public

Type

Discussion

Authorization to Approve Coastline Community College's Transfer Center and Articulation Plans for 2012 – 2013.

It is recommended that the 2012 – 2013 Transfer Center and Articulation Plans to be approved. These plans describe goals, activities, and timelines for services provided to students as required by the California Code of Regulations, to meet Title 5 Section 51027 standards. (See the attached PDF file named: ARTICULATION GOALS and TransferCenterGoals_2012-13_DistrictReport, Attachment #27).

Fiscal Impact: None

File Attachments

ARTICULATION GOALS and TransferCenterGoals 2012-13 District Report.pdf (142 KB)

25. Approval of Minutes

Subject

25.01 DIS - Approval of Minutes

Meeting

Nov 7, 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 October 3, 2012 Regular Meeting/Study Session of October 17, 2012

File Attachments

Min 10-3-12 Regular Meeting.pdf (281 KB)

Min 10-17-12 Regular Meeting and Study Session.pdf (142 KB)

26. Close of Meeting

Subject

26.01 - 26.01 Close of Meeting

Meeting

Nov 7, 2012 - Regular Meeting

Category

26. Close of Meeting

Access

Public

Type

Action

26.01 Adjournment

COAST COMMUNALY 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 Progre P=Pending
1	October 3, 2012	Mr. Patterson 2nd Mr. Moreno	Vice Chancellor of Human Resources	Report on the desk audits performed by PERS and STRS, to be provided to the Personnel Committee.		Р
2	October 3, 2012	Mr. Patterson 2nd Ms. Hornbuckle	Chancellor	Provide a report on the status of the terms of sale of KOCE that benefit the District including air time, rents, leases etc.		P
3	October 3, 2012	Dr. Prinsky 2nd Ms. Hornbuckle	Chancellor	Report on plans for Community Education, addressing questions from Academic Senate and clarifying types of community education classes.	November 2012	P
4	October 3, 2012	Ms. Hornbuckle 2nd Mr. Torre	Vice Chancellor of Admin Services & Finance	Report on District-wide facility rental fees.	June 2013	P
5	October 3, 2012	Ms. Hornbuckle 2nd Dr. Prinsky	Chancellor	Annual report on the progress of all International Education Programs in the District.	September 2013	P
6	August 6, 2012 SM	Mr. Patterson 2nd Mr. Moreno	Chancellor	Provide a report, with assistance of District General Counsel, regarding contract signatures, specifically clarifying how the District knows who is signing contracts on behalf of vendors and how do we verify that these individuals are authorized to sign the contracts.	November 2012	P
7	July 18, 2012	Mr. Patterson 2nd Ms. Hornbuckle	Risk Services	At next renewal of agreement with Keenan and Associates, the Board would like a report on the open and active self insured claims.	July 2013	P
8	June 20, 2012	Mr. Moreno 2nd Ms. Hornbuckle	Chancellor	Report on legislation that is being considered regarding pension reform and the impact it may have on any of our employee groups.	January 16, 2013	P
9	May 16, 2012	Mr. Patterson 2nd Mr. Moreno	Board	Annual review of the Board of Trustees' Code of Ethics Policy, BP 2715	July 2013	P

1

11/7/12

	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progn P=Pending
10	May 16, 2012	Mr. Moreno 2nd Dr. Prinsky	Chancellor/College President	Provide a follow up report on revenue issues at the Golden West College Writing Center.	November 2012	Р
11	March 7, 2012	Jerry Patterson 2nd Mary Hornbuckle	Chancellor	Provide periodic updates on the progress of the Lanzhou University US Foundation partnership.	January 16, 2013	P
12	Feb 2, 2011	·	District Foundation Directors	Provide an annual report on the Foundations.	February each year	P
13	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.	Annual Report September 18, 2013	P

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, October 3, 2012

MINUTES*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on October 3, 2012 in the Board Room at the District Office.

1.00 Preliminary Matters

1.01 Call to Order

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

1.02 Roll Call

Trustees Present:

Moreno, Hornbuckle, Patterson, Prinsky and Grant.

Student Trustee Torre joined the meeting at 6:30 p.m.

Trustees Absent:

None

1.03 Public Comment (Closed Session - Items on Agenda)

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

1.04 Recess to Closed Session

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

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

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

Positions: Chancellor, Presidents and Vice Chancellors

- **b. Public Employment** (Pursuant to Government Code Section 54957 (b)(1))

 Public Employment materials are available upon request from the Board of Trustees' Office
 - 1. Faculty Special Assignments
 - 2. Substitute Faculty
 - Full-time Faculty
 - 4. Part-time Faculty
 - Educational Administrators

Presidents
Vice Chancellor of Finance and Administrative Services
Vice Chancellor of Human Resources

- 6. Classified Management
- Classified Staff
- Reclassification and Reorganization/Reassignment Computer Support Specialist 1 Nursing Retention Aide
- Classified Temporary Assignments
 Division/Area/Office Coordinator
 Student Services Coordinator
 Special Assignment
- Hourly Staff
- Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- 14. Student Workers
- c. Public Employee Discipline/Dismissal/Release (Pursuant to Government Code Section 54957)
- d. 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 Classified Employees vs. Coast Community College District,
Public Employment Relations Board Case No. LA-CE-5682-E

Coast Federation of Educators vs. Coast Community College District Public Employment Relations Board Case No. LA-CE-5714-E

Janet Redding vs. California Community Colleges, et al., Sacramento County Superior Court, Case No. 34-2012-00120487

Haedeh Khamneian vs. Coast Community College District, Office of Administrative Hearings Case No. 2012070966

Vector Resources, Inc. vs. Coast Community College District, Orange County Superior Court Case No. 2012-00600648

e. Conference with Legal Counsel: Anticipated Litigation

Significant exposure to litigation pursuant to sub-section "b" of Government Code Section 54956.9. One Case:

Construction Delays at Golden West College

f. Conference with Legal Counsel: Anticipated Litigation

Potential exposure to litigation pursuant to sub-section "c" of Government Code Section 54956.9. One Case

g. Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Andrew Jones, Chancellor

Employee Organization: Educational Administrators

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)

1.05 Reconvene Regular Meeting

The meeting was reconvened by Board President Moreno at 6:41 p.m.

1.06 Pledge of Allegiance - Student Trustee Cody Joe Torre

Student Trustee Torre led the Pledge of Allegiance.

1.07 Report of Action from Closed Session (if any)

Ms. Julie Frazier-Mathews, Secretary of the Board of Trustees, reported that for Item 1.04 d. Conference with Legal Counsel: Existing Litigation, Vector Resources Inc. vs. Coast Community College District, on a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted unanimously to authorize a response to the complaint.

Motion carried with the following vote:

Aves:

Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant

Noes:

None

Absent:

Student Trustee Torre

Abstain:

None

Ms. Frazier-Mathews also reported that for Item 1.04 b. Public Employment, on a motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board voted unanimously to approve all items. (See Appendix pages 17-34)

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant

Noes:

None

Absent:

Student Trustee Torre

Abstain:

None

1.08 Public Comment (Open Session)

There were no requests to address the Board.

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 provided reports to the Board:

Mr. Wes Bryan, President of Golden West College

Dr. Dennis Harkins, President of Orange Coast College

Dr. Lori Adrian, President of Coastline College

2.03 Reports from the Presidents of Student Government Organizations

The following representative provided a report to the Board on behalf of the student government organizations:

Mr. Kolby Keo, Orange Coast College

2.04 Reports from the Academic Senate Presidents

The following Academic Senate Presidents provided reports to the Board:

Dr. Pedro Gutierrez, Coastline Community College Academic Senate President

Mr. Gregg Carr, Golden West College Academic Senate President

Ms. Jamie Blair on behalf of the Orange Coast College Academic Senate President

2.05 Reports from the Presidents of Employee Representative Groups

Mr. Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT)

Faculty Spotlight - Mr. Mancina introduced the first faculty member to be featured: Professor Dan Johnson of Coastline Community College.

2.06 Reports from the Board of Trustees

The Board members provided individual reports at this time.

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 on Pension Spiking

Vice Chancellor of Human Resources, Dr. Deborah Hirsh, provided a report to the Board on pension spiking, indicating that she would be working to draft a Board Policy in line with the Community College League of California's policy. Board members discussed the report and suggested some minor verbiage changes to the proposed policy.

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to direct Vice Chancellor Hirsh to proceed with developing the policy in coordination with the Community College League of California, and for a draft policy to be brought to the Personnel Committee for first reading before review by the full Board.

Motion carried with the following vote:

Aves:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain:

None

On a motion by Trustee Patterson, seconded by Trustee Moreno, the Board requested that a report on the desk audits performed by PERS and STRS be provided to the Personnel Committee, and for this item to be added to the Board Directives Log.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain:

None

3.00 Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2012/2013 as presented in the October 3, 2012 Agenda.

On a motion by Trustee Moreno, seconded by Trustee Hornbuckle, the Board voted to change the date of the Board Meeting scheduled for November 21, 2012 to November 20, 2012 in consideration of the office closure due to the Thanksgiving holiday.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain: None

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

The Board reviewed and discussed the Board Directives Log.

On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to add an item to the Board Log to receive a report on plans for community education in response to questions received from the Academic Senate.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain:

None

Additionally, on a motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board voted to add an item to the Board Log to receive a report on the status of the terms of sale of KOCE that benefit the District such as air time, rent, leases etc.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain:

None

At this time, Vice Chancellor Andrew Dunn presented a verbal report to the Board regarding the Enterprise Corporation, Item #1 on the Board Log. After discussion, on a

motion by Trustee Hornbuckle, seconded by Student Trustee Torre, the Board voted to direct Vice Chancellor Dunn and staff to provide the Board with a report on District-wide facility fees.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes: Absent: None None

Abstain:

None

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted on Item #4 (Progress of Programs with US College Compass) to change the directive to receive an annual report on the progress of all International Education Programs in the District, with the next due date to be September 2013.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes: Absent: None

Ausent.

None

Abstain: None

The Board directed that Items #1 and #5 be removed from the Board Log as reports had been received.

3.04 Buildings and Grounds Reports

The Board reviewed the Buildings and Grounds Reports as presented in the October 3, 2012 Agenda.

3.05 Opportunity for the Board of Trustees to Review Board Policy 2715 Code of Ethics for Members of the Board of Trustees

After discussion, on a motion by Trustee Prinsky, seconded by Trustee Patterson, the Board voted to forward this policy to the action pages of the November 7, 2012 agenda with the change of verbiage in Item #12 to read "Recognize that Board members have the responsibility of recusing themselves from any action or decision when there is a conflict or potential conflict of interest."

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain:

None

3.06 Opportunity for the Board of Trustees to Review Revision of Board Policy 5040 Student Records, Directory Information and Privacy

After a brief overview of the proposed revisions by Vice Chancellor of Educational Services, Dr. Andreea Serban, and discussion by the Board, on a motion by Trustee Patterson and seconded by Trustee Prinsky, the Board voted to forward this policy to the

action pages of the November 7, 2012 agenda with two minor verbiage changes. The second sentence in Release of Directory Information, should read "Students and former students", and in Directory Information Defined, that the last sentence read "......student's address and telephone number.....".

Motion carried with the following vote:

Aves:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None None

Absent: Abstain:

None

3.07 Opportunity for the Board of Trustees to Review Revision of Board Policy 5404, Associated Student Government - Coastline Community College

On a motion by Trustee Hornbuckle, seconded by Student Trustee Torre, the Board voted to forward this policy to the action pages of the November 7, 2012 agenda.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes: Absent: None None

Abstain:

None

3.08 Review of Instructional Material Fees

The Board discussed and received clarification on Cosmetology fees from President Bryan, and on a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to forward this item to the action pages of the November 7, 2012 agenda.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain:

None

CONSENT CALENDAR (Items 4-20)

At the request of the Board, the following items were pulled for discussion: Item 7.01 Authorization for Funded Programs, Item 14.01 Authorization for Sailing Program and Item 18.01, Approval of Purchase Orders. On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to approve the remainder of the Consent Calendar.

Motion carried with the following vote:

Aves:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent: Abstain:

None None For Item 7.01, Authorization for Funded Programs, Trustees congratulated Golden West College President Bryan for the work done on the Community College CTE Field Integration grant and on a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to approve this item.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain:

None

For Item 14.01 Authorization for Sailing Program, on a motion by Trustee Prinsky, seconded by Student Trustee Torre, the Board voted to approve this item with corrections made to the Professional Experts section to remove duplicate verbiage and correct a typographical error.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain:

None

For Item 18.01 DIS - Purchase Orders, the Board received clarification on the Purchase Order for County fees for parking fines, and on a motion by Trustee Hornbuckle, seconded by Student Trustee Torre, the Board voted to approve this item.

Motion carried with the following vote:

Aves:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain:

None

DISCUSSION CALENDAR

21.00 Approval of Agreements

21.01 DIS - Approve Amendment to Non-Standard Three Year Property and Casualty Claims Administration Service Agreement between the Coast Community College District and Keenan and Associates

On a motion by Trustee Moreno, seconded by Student Trustee Torre, the Board voted to approve Amendment #1 to the Property and Casualty Claims Administration Service Agreement with Keenan and Associates from November 1, 2012 through October 31, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Claim administration fees for policy year 2012-2013 will not exceed \$20,000.00.

Motion carried with the following vote:

Aves:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None None

Absent: Abstain:

None

21.02 DIS - Approve Agreement between Sino-US College of Nanjing Institute of Visual Arts (NIVA) and the Coast Community College District (CCCD) to Establish a 1+2 Program Partnership

On a motion by Trustee Prinsky, seconded by Student Trustee Torre, the Board voted to authorize the Agreement between Sino-US College of Nanjing Institute of Visual Arts and the Coast Community College District to establish a 1+2 program as outlined in the agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: The annual income to the district from this partnership will be \$4,365 to \$4,622 per enrolled student based on 12 units of academic load and the number of enrollments.

Motion carried with the following vote:

Aves:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain: None

21.03 GWC - Approve Non-Standard Agreement between GradImages and the Coast Community College District for Graduation Photography

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve the Agreement between GradImages and the Coast Community College District for graduation photography, from October 6, 2012 through October 6, 0215. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: No cost to the College.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent: Abstain: None None

21.04 CCC - Approve Authorization to Enter into a PowerFAIDS Software License Agreement between College Board, a Non-Stock, Not-For-Profit Education Corporation and Coast Community College District (Coastline Community College)

On a motion by Trustee Moreno, seconded by Trustee Hornbuckle, the Board voted to approve the License Agreement between the College Board and Coast Community

College District (Coastline Community College) for the purpose of using the PowerFAIDS system to process student financial aid. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: \$21,952 -Year 1, for Software Licensing and Services. Year 2, \$17,804 for PowerFAIDS Maintenance & Annual Support Subscription. Funding from Board Financial Assistance Program (BFAP) - Categorical funds.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain: None

21.05 CCC - Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Third Edition of the Telecourse Student Guide for Cultural Anthropology: Our Diverse World

On a motion by Trustee Prinsky, seconded by Student Trustee Torre, the Board voted to approve the Amendment to the Agreement between Cengage Learning and the Coast Community College District to revise and publish the third edition of the Student Guide for Cultural Anthropology: Our Diverse World according to the Agreement. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Publisher grant to Coast District of \$4,000.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None None

Absent: Abstain:

None

21.06 CCC - Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Third Edition of the Telecourse Student Guide for Anthropology: The Four Fields

On a motion by Trustee Patterson, seconded by Trustee Prinsky, the Board voted to approve the Amendment to the Agreement between Cengage Learning and the Coast Community College District to revise and publish the third edition of the Student Guide for Anthropology: The Four Fields according to the Agreement. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Publisher grant to Coast District of \$4,000.

Motion carried with the following vote:

Aves:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes: Absent: None None Abstain:

21.07 CCC - Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Fourth Edition of the Telecourse Student Guide for Physical Anthropology: The Evolving Human

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve the Amendment to the Agreement between Cengage Learning and the Coast Community College District to revise and publish the fourth edition of the Student Guide for Physical Anthropology: The Evolving Human. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Publisher grant to Coast District of \$4,000.

Motion carried with the following vote:

Ayes:

Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain: None

21.08 CCC - Approve Memorandum of Understanding between Commanding Officer, William Beaumont Army Medical Center, Warrior Transition Battalion and the Coast Community College District to Provide Educational Support Services to Service-members

The Board commended Coastline Community College on this program, and requested President Adrian provide a brief report on the number of service members being assisted by the program. On a motion by Trustee Patterson, seconded by Trustee Prinsky, the Board voted to approve the Memorandum of Understanding between Commanding Officer, William Beaumont Army Medical Center, Warrior Transition Battalion and the Coast Community College District to provide on-site educational support, assessment and specialized educational services to service-members at William Beaumont Army Medical Center, Warrior Transition Battalion, Fort Bliss, Texas. The Board President, or designee, is authorized to sign the Memorandum of Understanding and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: No cost to District.

Motion carried with the following vote:

Ayes:

Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain:

None

21.09 CCC - Approve Amended Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North

On a motion by Trustee Moreno, seconded by Trustee Prinsky, the Board voted to approve the amended Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – North. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: The County will reimburse Coastline Community College an additional amount of \$190,000 for a total contract of \$3,123,762 for operation of these programs.

Motion carried with the following vote:

Ayes:

Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None None

Absent: Abstain:

None

22.00 General Items of Business

22.01 DIS - Independent Contractors over \$50,000

After receiving clarification on SB70 Grant, on a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted to approve the following Independent Contractors over \$50,000.

IC Name: Education 4 Work

Services: To provide project management for the SB70 Evaluation Grant Year 5. **Payment Schedule/Compensation:** \$60,000, to be paid by invoice based on agreed

upon milestones.

Term of Agreement: October 4, 2012— June 30, 2013 **Source of Funding**: SB70 Evaluation Grant Year 5

IC Name: Vital Link OC

Services: To provide services for activities, meetings, field trips, exhibit days, pathway

days and other projects.

Payment Schedule/Compensation: \$59,900, to be paid by invoice based on agreed

upon milestones.

Term of Agreement: October 4, 2012— March 31, 2013

Source of Funding: SB70 CTE Community Collaborative Grant Years 4 & 5, and the

SB70 Supplemental Grant

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes: Absent: None None

Abstain:

None

22.02 DIS - Approval of Contractors for FY 2012-2013 Pursuant to District's Standard Annual Agreement for Contractor Services

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2012-2013. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price.

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

West Coast Arborists, Inc 2200 E Via Burton St Anaheim, CA 92806

Dunnkel Bros Machinery Moving 14500 Firestone Blvd La Mirada, CA 90638

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain:

None

23.00 Approval of Minutes

23.01 Approval of Minutes

On a motion by Trustee Prinsky, seconded by Trustee Patterson, the Board voted to approve the Minutes of the Special Meeting of September 19, 2012 and Regular Meeting of September 19, 2012.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre

Noes:

None

Absent:

None

Abstain:

None

At 8:38 p.m., the meeting was recessed and the Board returned to Closed Session.

Board President Moreno reconvened to Open Session at 9:03 p.m. There was no report of any action from Closed Session.

24.00 Close of Meeting

24.01 Adjournment

There being no further business, on a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted to adjourn the meeting at 9:04 p.m. in memory of Clark Pierce Harris and Kevin Rewers.

Motion carried with the following vote:

Ayes:

Trustees: Moreno, Hornbuckle, Patterson, Prinsky, and Grant

Noes:

None

Absent:

Student Trustee Torre

Abstain:

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

		Pages
Α.	Public Employment	. 17-24

1. Faculty Special Assignments

It is recommended that authorization be given for the following special assignments grouped by operation cost center. Board approved, contractual special pay rates listed below by pay type as follows: LOV = Librarian Overload, OVR = Overload, MTM = Full Time Certificated Instructional Misc. Teaching Rate, 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

SPANISH TRANSLATION FOR LEARNING	AND INFORMATION TECHNOLOGIES

Name Start Date End Pay Type Pay Rate

Date

Alweheiby, Julie 10/04/12 06/30/13 EXH \$29.46

BASIC SKILLS STUDENTS (ENGLISH) WORKSHOPS

Name Start Date End Pay Type Pay Rate

Date

Jereb, Claudia 10/04/12 06/30/13 EXH \$29.46

CURRICULUM REVIEW FOR EDUCATION BOUND UNITED STATES PROGRAM

Name Start Date End Pay Type Pay Rate

<u>Date</u>

Miscione, Velvet 10/04/12 12/31/12 EXM \$43.55

INSTRUCTIONAL UNIT ASSISTANT

Name Start Date Pay Type End Pay Rate Discipline Date Berggren, Gayle 09/19/12 12/16/12 IUM \$1514.00 Psychology Whitson, Stephen 09/19/12 12/16/12 IUH \$1514.00 Accounting Justification: Late Academic Senate vote

MEETINGS, TRAINING AND WORKSHOPS - STAR PROGRAM

Name Start Date End Pay Type Pay Rate

Date

Zuniga, Desiree 10/04/12 06/30/13 EXH \$29.46

PART-TIME COUNSELING – STAR PROGRAM

Name Start Date End Pay Type Pay Rate

Date

Zuniga, Desiree 10/04/12 06/30/13 UNT \$61.89

District

ADM DIR HUMAN RESOURCES SEARCH COMMITTEE

TEM BITTIONS ITTLESCOTIOES GETTION COMMITTEE								
<u>Name</u>	Start Date	<u>End</u>	Pay Type	Pay Rate				
		<u>Date</u>						
Carr, Gregg	06/27/12	10/31/12	PDM	\$43.55				
Mancina, Dean	06/27/12	10/31/12	PDM	\$43.55				
Turnbull, Don	06/27/12	10/31/12	PDH	\$29.46				
Justification: Extension of assignment								

Golden West College

READER/EVALULATOR FOR ASSESSMENT CENTER

Name Start Date End Pay Type Pay Rate

Date

Tayyar, Paul 06/21/12 08/24/12 EXM \$43.55

Justification: Assignment missed at campus

Orange Coast College

PILATES SPEAKER SERIES

Name Start Date End Pay Type Pay Rate

Date

Ellis, Karen 10/10/12 10/12/12 EXH \$29.46

STUDENT LEARNING OUTCOME (SLO) ADMINISTRATIVE DUTIES

Name Start Date End Pay Type Pay Rate

Date

Oviatt, Vinta Marie 10/04/12 10/31/12 EXM \$43.56

FACULTY DANCE CONCERT

Name	Start Date	<u>End</u>	Pay Type	Pay Rate
		Date		
Avina, Teresa	10/05/12	10/27/12	EXH	\$29.46
Baltes, Christine	10/04/12	10/27/12	EXH	\$29.46
Fritzler, Amythyst	10/06/12	10/30/12	EXH	\$29.46
Jensen, Karen	10/04/12	10/27/12	EXH	\$29.46
Kahn, Kathy	10/05/12	10/30/12	EXH	\$29.46
Menaker, Shana	10/05/12	10/27/12	EXH	\$29.46
Nemeth, Angelika	10/05/12	10/27/12	EXH	\$29.46
Parra, Jennifer	10/06/12	10/27/12	EXH	\$29.46

PART-TIME COUNSELOR - INTERNATIONAL CENTER

Name Start Date End Pay Type Pay Rate

<u>Date</u>

Weber, Daniel 09/20/12 12/14/12 UNT \$73.00

Justification: Late due to signature approval

PART-TIME COUNSELING CTE - PERKINS GRANT

Name Start Date End Pay Type Pay Rate

<u>Date</u>

Weber, Daniel 09/20/12 12/14/12 UNT \$73.00

Justification: Late due to signature approval

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 **08/27/12 to 12/16/12** 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

NAME Wkly/Hrs 3,000

Justification: Assignment overlooked at campus

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 08/27/12 to 12/16/12 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

Name LHE Jaramillo, Eli 1.000

Justification: Shortage of staff

<u>OCC</u>

NameLHEAppel, Matthew2.000Maughan, Helen2.000

Justification: Division error

Shine, Brenda 2.200

Justification: Due to increase in LHE during census

Vieau, Arlene

Vieau, Arlene 2.000

Justification: Division error

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 2012-13 academic year.

Coastline College Leath-McRae, Jennifer

Golden West College

Cordiero, Judy Shoar, Peggita Tyberg, John Vallalpando, Erica

3. Full time Faculty

None.

4. Part time Faculty

FALL

Assignments during the period **08/27/12-12/16/12** 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.

Orange Coast College

<u>Name</u>	<u>LHE</u>
Klammer, Karen	3.000
Pinnick, David	4.750

The following <u>GWC</u> Part-time Police Academy Instructor to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2012-13 school year for the period 10/04/12 to 06/30/13, not to exceed 498 hours:

Cahill, Daniel

5. Educational Administrator

In accordance with Board policies and procedures, the following academic administrative staff are recommended for reappointment for service during the period shown below.

Reappointments

<u>Name</u>	LOC	<u>Title</u>	Contract Term
Adrian, Loretta	\overline{CCC}	President	07/01/12 to
			06/30/15
Bryan, Johns	GWC	President	07/01/12 to
Wes			06/30/15
Dunn, Andrew	DIST	Vice Chancellor of Finance & Adm	07/01/12 to
		Services	06/30/15
Harkins, Dennis	OCC	President	07/01/12 to
			06/30/15
Hirsh, Deborah	DIST	Vice Chancellor of Human Resources	07/01/12 to
			06/30/15

6. Classified Management

None.

7. Classified Staff

None.

8. Reclassification and Reorganization/Reassignment

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

Reclassification

Classified

Justification: Reclassification appeal process finalized

Reorganization

Classified

Name LOC From To	
Hawkins, Kate GW Lab Inst Asst-Math Science E- Nursing Rete	ition Aide E- 07/01/1 2

Justification: Reorganization and job specification development was pending, but the staff member moved on 07/01/12 to provide immediate assistance to Nursing students at a critical service time after a vacancy occurred unexpectedly.

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):

O ,	,					
<u>Name</u>	LOC	From	<u>To</u>	<u>Start Dt</u>	End Dt	Plcmt
Hawkins, Kate	GWC	Lab Instr	Div	07/01/11*	06/30/12	E-49-04
		Asst-Math	Area/Office			
		Sci	Coordinator			
Morvice,	OCC	Staff Asst,	Student	09/17/12**	11/30/12	E-60-05
Michael		Sr	Services			
			Coord			
Shaffer, Eva	OCC	Student	Special	09/17/12**	11/30/12	E-44-05
•		Activities	Assign			
		Asst	3			

^{*}Justification: Recommendation for assessment of OCD came from the 2011-12 Reclassification Committee. The College subsequently audited job functions and is recommending compensation according to the level of duties performed for a one year period of time.

Extension of End Dates for Out of Class Assignments

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	Plcmt		
Drake, Rena	CCC	Workforce	Special	Extend from 09/30/12	E-46-05		
		Specialist	Assginment	to 12/31/12			
Tran-Nguyen,	CCC	Workforce	Special	Extend from 09/30/12	E-46-05		
Martha		Specialist	Assginment	to 12/31/12			
Wang,	CCC	Special Proj	Special	Extend from 09/30/12	E-42-05		
Jocelyn		Budget Clrk	Assignment	to 12/31/12			
Justification: Department submitted the assignment late							

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

^{**}Justification: Late approval at campus level

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>	Start Date	End Date	<u>Funding</u>	Days to
				<u>Source</u>	<u>Work</u>
Arriola, Elvia*	CCC	09/08/12	06/30/13	124077-	M,T,W,TH,F
				851254	
Ewing, Angela	CCC	10/08/12	06/30/13	110001-	M,T,W,TH,F
				801201	
Nguyen, Kirsten**	OCC	08/27/12	06/30/13	110001-	M,T,W,TH,F
				240400	
	OCC	08/27/12	06/30/13	120112-	M,T,W,TH,F
				257501	
Pham, Leslie	OCC	10/04/12	06/30/13	110001-	M,T,W,TH,F
				249501	
Wilkins, Marsha	CCC	10/04/12	06/30/13	120010-	M,T,W,TH,F
•				850101	

^{*}Justification: WEX (Work Experience) Program for the One-Stop Center

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>	Start Date	End Date	<u>Funding</u> Source	<u>Days to</u> Work
Archibald, Melissa	GWC	10/04/12	06/30/13	110001- 347101	M,T,W,TH,F
Bowers, Nathan	GWC	10/04/12	06/30/13	813001- 301302	M,T,W,TH,F
Flynn, Patrick*	occ	09/24/12	06/30/13	812001- 201592	M,T,W,TH,F
	occ	09/24/12	06/30/13	110001- 201591	M,T,W,TH,F
	occ	09/24/12	06/30/13	124028- 256041	M,T,W,TH,F
	occ	09/24/12	06/30/13	120176- 251045	M,T,W,TH,F
Kovell, Daniel*	occ	09/06/12	06/30/13	120176- 251045	M,T,W,TH,F
Mancino, Raymond*	occ	09/20/12	06/30/13	110001- 210100	M,T,W,TH,F
McGaughey, Christen*	occ	09/06/12	06/30/13	120176- 251045	M,T,W,TH,F

^{**}Justification: Late submittal by department

Morgan, Courtney	occ	10/05/12	06/30/13	110001- 210100	M,T,W,TH,F
Ngo, Ngoc*	occ	09/09/12	06/30/13	110001- 201501	M,T,W,TH,F
Nguyen, Tina	occ	10/04/12	06/30/13	812001- 201592	M,T,W,TH,F
	occ	10/04/12	06/30/13	110001- 201591	M,T,W,TH,F
	occ	10/04/12	06/30/13	124028- 256041	M,T,W,TH,F
Oase, Daniel	CCC	10/04/12	06/30/13	124028- 856041	M,T,W,TH,F
Taylor, Tracey	CCC	10/04/12	06/30/13	110001- 801301	M,T,W,TH,F
Tran, Phien	GWC	10/04/12	06/30/13	110001- 349501	M,T,W,TH,F

^{*}Justification: Late submittal by department

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

<u>Name</u>	LOC	Start Date	End Date	<u>Funding</u>	Days to
Joseph, Christopher*	occ	09/19/12	06/30/13	<u>Source</u> 812020-	<u>Work</u> M,T,W,TH,F
Lutman, Blake	GWC	10/06/12	06/30/13	205404 813015-	M,T,W,TH,F
				381401	,

^{*}Justification: Late submittal by department

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>	Start Date	End Date	Funding Source	<u>Days to</u> Work
Kennison, Christopher	GWC	10/04/12	06/30/13	110001- 347151	M,T,W,TH,F
Rincon, Kimberly	GWC	10/04/12	06/30/13	124006- 361520	M,T,W,TH,F
	GWC	10/04/12	06/30/13	124052- 343303	M,T,W,TH,F

11. Substitute Classified

None.

12. Clinical Advisors/Summer

Orange Coast College

Smith, Amy

13. Medical Professional Hourly Personnel

None.

14. Student Workers

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

Golden West College

Bui, Huy
Garcia, Marina
Gass, Gary
Le, An
Le, Khang
Nguyen, Alex
Nguyen, Loc
Nguyenle, Tuong
Phan, Vu
Shentu, Zhange
Soukhaseum, Richard

Orange Coast College

Anderson, Nolan Chen Lin, Chiu Garcia, Yadira Karaula, Luka Miranda, Rafael Nguyen, Duy Ocampo, Daysi Odell, Timothy Shim, Ji Truong, Van Vu, Khuong

Regular/Study Session Meeting

Board of Trustees Coast Community College District

District Board Room

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

Wednesday, October 17, 2012

MINUTES*

A Regular/Study Session Meeting of the Board of Trustees of the Coast Community College District was held on October 17, 2012 in the Board Room at the District Office.

1. Call to Order

President Moreno called the meeting to order at 5:00 p.m.

2. Roll Call

Trustees Present:

Moreno, Hornbuckle, Patterson, Prinsky and Grant.

Student Trustee Torre joined the meeting at 6:30 p.m.

Trustees Absent:

None

3. Public Comment (Closed Session - Items on Agenda)

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

4. Recess to Closed Session

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

The Board recessed to Closed Session at 5:02 p.m. to discuss the following items:

a. Public Employee Performance Evaluation (Pursuant to *Government Code* Section 54957)

Position: Chancellor

- **b. Public Employment** (Pursuant to *Government Code* Section 54957 (b)(1))

 Public Employment materials are available upon request from the Board of Trustees' Office
 - Classified Management
 Administrative Director of Human Resources

c. Public Employee Discipline/Dismissal/Release

(Pursuant to Government Code Section 54957)

d. 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 Classified Employees vs. Coast Community College District,
 Public Employment Relations Board Case No. LA-CE-5682-E
- Coast Federation of Educators vs. Coast Community College District Public Employment Relations Board Case No. LA-CE-5714-E
- Janet Redding vs. California Community Colleges, et al., Sacramento County Superior Court, Case No. 34-2012-00120487
- Haedeh Khamneian vs. Coast Community College District, Office of Administrative Hearings Case No. 2012070966
- Vector Resources, Inc. vs. Coast Community College District, Orange County Superior Court Case No. 2012-00600648

e. Conference with Legal Counsel: Anticipated Litigation

Significant exposure to litigation pursuant to sub-section "b" of *Government Code* Section 54956.9. Three Cases:

Construction Delays at Golden West College Claim by Debra von Trapp Claim filed by Homa Myandoab and Yasmeen Nouri

f. Conference with Legal Counsel: Anticipated Litigation

Potential exposure to litigation pursuant to sub-section "c" of *Government Code* Section 54956.9. One Case

g. Situation Involving a Coastline Community College Student

Pursuant to Section 72122 of the Education Code

h. Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Andrew Jones, Chancellor

Employee Organization: Educational Administrators

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)

5. Reconvene Regular Meeting

The meeting was reconvened by Board President Moreno at 6:40 p.m.

6. Pledge of Allegiance - Trustee Lorraine Prinsky

Trustee Prinsky led the Pledge of Allegiance.

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

Ms. Julie Frazier-Mathews, Secretary of the Board of Trustees, reported that for Item 1.04b. Public Employment, on a motion by Trustee Prinsky, seconded by Trustee Grant, the Board voted unanimously to approve the personnel item. (See Appendix page 9)

Motion carried with the following vote:

Ayes:

Trustees Moreno, Patterson, Prinsky, Hornbuckle and Grant

Noes:

None

Absent:

Student Trustee Torre

Abstain:

None

Ms. Frazier-Mathews also reported that for Item 1.04d, Haedeh Khamneian vs. Coast Community College District, Office of Administrative Hearings Case No. 2012-070966, on a motion by Trustee Patterson, seconded by Trustee Grant, the Board voted unanimously to approve the settlement agreement.

Motion carried with the following vote:

Aves:

Trustees Moreno, Patterson, Prinsky, Hornbuckle and Grant

Noes:

None

Absent:

Student Trustee Torre

Abstain:

None

Additionally, it was reported that for Item 1.04d., Vector Resources, Inc. vs. Coast Community College District, Orange County Superior Court Case No. 2012-00600648, on a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted unanimously to authorize a response to the complaint.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Patterson, Prinsky, Hornbuckle and Grant

Noes:

None

Absent:

Student Trustee Torre

Abstain:

None

Also, on a motion by Trustee Grant, seconded by Trustee Patterson, the Board voted unanimously to hire legal counsel of Callahan and Blaine.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Patterson, Prinsky, Hornbuckle and Grant

Noes:

None

Absent:

Student Trustee Torre

Abstain:

None

Lastly, for Item 1.04e Conference with Legal Counsel: Anticipated Litigation, Homa Myandoab and Yasmeen Nouri, and other related claim by Vahid Rezazdeh, on a motion by Trustee Grant, seconded by Trustee Patterson, the Board voted to deny both claims.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Patterson, Prinsky, Hornbuckle and Grant

Noes:

None

Absent:

Student Trustee Torre

Abstain:

None

8. Public Comment (Open Session)

At this time, Dr. Eduardo Arismendi-Pardi, Dr. Vesna Marcina and Ms. Jamie Blair addressed the Board regarding Community Education. Dr. Martha Parham addressed the Board regarding Measure M, and Ms. Ann Nicholson addressed the Board regarding Resolution #12-36 Employee Recruitment.

9. Ceremonial Resolution Honoring Mr. Jack Shaw

On a motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board voted to present Mr. Shaw with a Ceremonial Resolution honoring him for his many contributions to the El Viento Foundation.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Patterson, Prinsky, Hornbuckle, Grant and Student

Trustee Torre

Noes:

None

Absent:

None

Abstain:

None

10. Ceremonial Resolution Honoring Dr. Sylvia M. Jenkins

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to accept the Ceremonial Resolution congratulating Dr. Jenkins on being named the fifth president of Moraine Valley Community College.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Patterson, Prinsky, Hornbuckle, Grant and Student

Trustee Torre

Noes:

None

Absent:

None

Abstain:

None

11. Board of Trustees' Resolution #12-36 Employee Recruitment

After an overview of the resolution by Chancellor Jones, clarification by District Legal Counsel, Dr. Jack Lipton, and discussion by the Board, on a motion by Trustee Moreno, seconded by Trustee Grant, the Board voted to approve Resolution#12-36, Employee Recruitment.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Patterson, Prinsky, Hornbuckle, Grant and Student

Trustee Torre

Noes:

None

Absent: Abstain: None None

12. Review of Board Directives Log

The Board discussed Item 3 on the Board Directives Log, Report on Plans for Community Education, specifically requesting the Chancellor to provide clarification in his report on the types of community education classes being proposed.

13. Board Retreat Discussion

Board members discussed the format and proposed topics for the Board Retreat scheduled for November 26, 2012. It was agreed that there was no need for an outside facilitator for this retreat based on the internal topics to be covered. Based on feedback, the Board President suggested the retreat agenda be brought back to the next Board Meeting for finalization and approval.

- 14. Approval of Employment Agreement, President, Coastline Community College
- 15. Approval of Employment Agreement, President, Golden West College
- 16. Approval of Employment Agreement, President, Orange Coast College
- 17. Approval of Employment Agreement, Vice Chancellor of Finance and Administrative Services
- 18. Approval of Employment Agreement, Vice Chancellor of Human Resources

On a motion by Trustee Hornbuckle, seconded by seconded by Trustee Grant, the Board voted to approve the Employment Agreements for the President of Coastline Community College, the President of Golden West College, the President of Orange Coast College, the Vice Chancellor of Finance and Administrative Services and the Vice Chancellor of Human Resources effective July 1, 2012, as listed in Agenda Items 14-18. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Patterson, Prinsky, Hornbuckle, Grant and Student

Trustee Torre

Noes:

None

Absent:

None

Abstain:

None

19. Study Session

Shared Governance

Board President Moreno opened the Study Session and moved the topic of Shared Governance forward.

Dr. Jack Lipton, District General Counsel, gave a presentation on Shared Governance, and answered questions from Board Members and students. Lengthy discussion took place regarding the involvement of students (with the Student Trustee serving on the Board, District Student Council, Student Government organizations and participating on governance committees), classified staff (through the Union) and faculty (through Academic Senates). Clarification was also provided regarding the role of students in amending or grading policies according to Title 5. Dr. Lipton clarified that this referred to students' involvement in making changes to policies at the college level, and not grading instructors' policies. Brown Act meeting requirements for holding student government meetings were also discussed with clarification being given on the unforeseeable emergency situations that would preclude student involvement.

Accreditation

i. Review and Discussion of Current Draft of Functional Map Delineating Roles and Responsibilities of the District Office and the Colleges

Chancellor Jones commented on the outstanding collaboration and cooperation between the colleges and the District Office, indicating that the colleges have done a great job obtaining required documentation. He explained the format of the Functional Map, indicating that the Board Accreditation Committee would be familiar with the information as they had been very involved in the process, and indicated that approximately 90% had been completed, although it was still a work in progress.

The Trustees reviewed each portion of the Functional Map draft in detail and extensive conversation took place. Board members discussed the format of the map, and suggested some verbiage changes. The Chancellor and Vice Chancellor Hirsh provided clarification on some questions raised by the Trustees. Dr. Lipton questioned whether the format for references to Accreditation standards in the report could be revised to make them clearer.

ii. Review and Discussion of Most Recent Drafts of College Institutional Evaluations

The three college self-evaluation drafts were then reviewed by the Board. The Chancellor indicated that the colleges had done an extraordinary job in researching and closing the loop in any areas needing improvement. He added that accreditation should be continuous improvement and that we should always be in self study mode, looking at our processes and ways to improve. Board members made some suggestions to the format of the self-evaluation drafts including possible standardization between the colleges of the certification pages and the college mission statements. It was commented that the Board Accreditation Committee meets regularly year-round and had been very supportive of the accreditation process. Lengthy discussion took place between the Trustees and representatives from the colleges involved in compiling the self evaluation reports, and some revisions were suggested.

CFE President, Dean Mancina, addressed the Board with some comments on the accreditation process, indicating that he had not been interviewed during this process. Questions that he raised regarding funding for conferences and professional development were addressed by Vice Chancellor Hirsh.

Trustees expressed their appreciation to Vice Chancellor Serban and all those who had worked so hard on this process and compiling these reports. As Dr. Serban was not present at the meeting, it was requested that she be provided with an audio tape of the study session. Final versions of the Self-Evaluation reports will be presented to the Board at the November 7, 2012 Board Meeting.

20. Adjournment

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to adjourn the meeting at 10:01 p.m.

Motion carried with the following vote:

Ayes:

Trustees Moreno, Patterson, Prinsky, Hornbuckle, Grant and Student

Trustee Torre

Noes:

None

Absent:

None

Abstain:

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

Α.	Public Employment	Page	9
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Classified Management

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

NAME	<u>LOC</u>	<u>Title</u>	Start Dt.	Plemt.
Andrews, James	DIST	Admin. Director of Human Resources	11/12/12	G-32-05

			O .	.
			<u> </u>	

Coast Community College District BOARD POLICY

Chapter 4
Business Operations

BP 6150 Designation of Authorized Signatures

Education Code Sections <u>70902</u>, <u>85230</u>, <u>85231</u>, <u>85232</u>, <u>85233</u>

Authority to sign orders and ether transactions requisitions on behalf of the Board of Trustees is delegated to the Chancellor or designee. Any contracts or other documents approved by the Board of Trustees shall be signed by the Board President or designee, signifying approval or ratification by the Board of Trustees.

Adopted February 5, 2003
Replaces CCCD Policy 040-9-1, Spring 2011
Revised xx/xx/xxxx

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Board of Trustees Office

MEMORANDUM

Date: November 1, 2012

To: Jim Moreno, Board President

> Mary Hornbuckle, Vice President Dr. Lorraine Prinsky, Board Clerk

Jerry Patterson, Trustee David Grant, Trustee

Dr. Andrew Jones, Chancellor

From: Julie Frazier-Mathews, Secretary of the Board of Trustees

Re: **Board Retreat**

As we advance the mission of Coast Community College District, the Board will meet with the Chancellor for a Board Retreat to discuss the items below.

Date: Monday, November 26, 2012

Time: 9:00 a.m. - 3:00 p.m. (with a working lunch session)

Location: **Newport Learning Center**

Discussion: 9:00 - 10:45 Results of Election/Impacts to the District

Proposition 30 – Outcomes

Measure M – Outcomes

10:45 - 12:15 Chancellor's Projections

Completed: Financial Aid & IT

Need to Complete: Human Resources and Finance

Working Lunch - Stabilization 12:15 - 12:45 12:45 - 1:15 **Employee/Union Relationships** 1:15 - 1:45 Student Success (60% by 2014)

1:45 - 3:00Discussion & Wrap-up

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is entered into and effective on July 1, 2012 (the "Effective Date") by and between Children's Hospital at Mission, a California non-profit public benefit corporation dba CHOC Children's Mission Hospital ("Hospital"), and Coast Community College District, a California public educational entity ("District") located at 1370 Adams Avenue, Cost Mesa, California for Orange Coast College ("School"). This Agreement will remain effective for the term as set forth in Section 4.1.

ARTICLE 1

RECITALS

- 1. <u>Hospital</u>. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health.
- 2. <u>School</u>. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.
- 3. <u>Intent</u>. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs (the "Program(s)") as referenced in **Exhibit A**, attached hereto and incorporated herein by reference. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.
- 4. <u>Purpose of this Agreement</u>. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE II

RESPONSIBILITIES OF SCHOOL

- 2.1 <u>Academic Responsibility</u>. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.
- 2.2 <u>Number of Students</u>. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

- 2.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital. School shall provide orientation to students in the following areas: (i) injury and illness prevention; (ii) patient confidentiality and HIPAA privacy and security; (iii) dress code; (iv) standard precautions for infection control; and (v) needle safety. School is responsible for verifying that students have successfully completed an American Heart Association Basic Life Support ("BLS") for Healthcare Providers (CPR training) course. School shall certify to Hospital that each student assigned to Hospital has either (i) satisfied the requirements set forth on the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached hereto on as Exhibit B for clinical training or (ii) has completed such orientation and CPR training using the Clinical Student Profile form, attached hereto and incorporated herein by reference as **Exhibit C**. School shall maintain documentation in each student's file and/or database that each student has completed such orientation and CPR training and agrees to provide such documentation to Hospital upon request.
- 2.4 <u>Discipline</u>. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.
- 2.5 Attendance and Academic <u>Documentation</u>. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

2.6 Health Clearance and Background Check.

- 2.6.1 <u>Health Clearance</u>. School shall ensure that each student complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, Hepatitis B series or titer, measles, mumps, rubella titers, Tdap, annual TB screening (includes skin testing and symptom screening and chest x-ray, if determined appropriate by Hospital, influenza immunization (required annually) or declination statement. School shall also ensure that students follow Hospital's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions. Also, School shall ensure to the best of its ability that all students and instructors are free from any mental or physical impairment that would prevent the student from meeting his/her training obligations at Hospital.
- 2.6.2 <u>Background Check.</u> School, at School's expense or Student's expense, shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; sex offender registry check, and Office of Inspector General ("OIG") sanction trace.
- 2.6.3 Health and Background <u>Documentation</u>. School shall ensure to Hospital that each student assigned to Hospital for clinical training has satisfied Hospital's health clearance and background check requirements using (i) the Clinical Profile Orange County/Long Beach Consortium for Nursing in the form attached as Exhibit B or (ii) the Clinical Student Profile form, attached hereto and incorporated by reference as **Exhibit C**. School shall maintain documentation in each student's and instructor's file that each student and instructor have satisfied Hospital's health clearance and background check requirements and agrees to provide such information to Hospital upon request.
- 2.6.4 <u>Authorization</u>. School shall maintain a written valid authorization from each student assigned to Hospital under this Agreement to permit Hospital to access student's files and records, including health information and background check information.
- 2.7 <u>Hospital Policies and Procedures</u>. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety,

cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

- 2.8 <u>Supplies and Equipment</u>. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s). Students are responsible for their own transportation costs, not the School.
- 2.9 <u>Confidentiality</u>. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

2.10 Insurance.

- 2.10.1 Professional Liability/Worker's Compensation. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School and/or students working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s). School may elect to self-insure its insurance obligations in this Section 2.10.1.
- 2.10.2 <u>Health Insurance</u>. School shall assure and provide proof that students are covered by a health insurance policy, either through School or an individual policy. Student is responsible for his or her own health insurance coverage, if not provided for by School.
- 2.11 <u>Accreditation</u>. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.
- 2.12 <u>Student ID Badges</u>. For Hospital security purposes, badges will be issued by Mission Hospital.

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ARTICLE III

RESPONSIBILITIES OF HOSPITAL

- 3.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.
- 3.2 <u>Implementation of Program(s)</u>. Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.
- 3.3 <u>Instruction</u>. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.
- 3.4 <u>Accreditation</u>. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and The Joint Commission.
- 3.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students conduct their activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under The Joint Commission, professional standards, Hospital philosophy, values and ethics. The parties understand and agree that this provision is intended to fulfill requirements of The Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.
- 3.6 <u>Space and Storage</u>. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.
- 3.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.
- 3.8 <u>Documentation</u>. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.
- 3.9 <u>Authority</u>. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

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3.10 <u>Statement of Adequate Staffing</u>. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

ARTICLE IV

RELATIONSHIP OF THE PARTIES

- 4.1 <u>Term.</u> The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.
- 4.2 <u>Termination</u>. Either party may terminate this Agreement with or without cause or penalty upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).
- Relationship of Parties/Independent Contractor. In the performance of the 4.3 obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners/students and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.
- 4.4 <u>Role of Students</u>. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.
- 4.5 <u>Publicity</u>. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.
- 4.6 Records. It is understood and agreed that any and all medical records, charts, and business records, other than student evaluation records and information (collectively "Records"), shall be and remain the property of Hospital.

ARTICLE V

CONFIDENTIALITY

- 5.1 Records. All Records shall be treated as confidential.
- 5.2 <u>HIPAA and CMIA</u>. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), students shall be considered to members of Hospital's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103. School shall provide instructors and students with information regarding confidentiality of patient information and all applicable regulations relating to HIPAA and the California Medical Information Act ("CMIA"). In the course of clinical training at Hospital, students will have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Hospital's HIPAA and CMIA Privacy and Security policies and procedures. Students will be required to participate in training related to the HIPAA and CMIA Privacy and Security policies and procedures.
- 5.3 <u>Confidentiality Statement</u>. Students shall be required to sign Hospital's confidentiality agreement (copy of model agreement attached as **Exhibit D**). Subject to students' completion of Hospital's confidentiality agreement, Hospital shall provide students with the necessary access to its confidential patient medical records solely for purposes of obtaining the training contemplated by this Agreement.

ARTICLE VI

INDEMNIFICATION

- 6.1 <u>Hospital's Obligations to School</u>. Hospital shall defend, indemnify and hold School, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages to the extent arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Hospital, its officers, employees, or agents.
- 6.2 <u>School's Obligations to Hospital</u>. School shall defend, indemnify and hold hospital, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys" fees), or claims for injury or damages to the extent arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, employees, agents.

ARTICLE VII

GENERAL PROVISIONS

7.1 Entire Agreement: Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

- 7.2 <u>Assignment</u>. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- 7.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (877-388-8588). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.
- 7.4 Access To Books And Records. During the term of this Agreement and for a period of four years after the termination hereof, School shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If School carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000) or more over a 12-month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary, Comptroller-General and their authorized representatives to the related organization's books, documents and records.
- 7.5 Medicare/Medi-Cal Participation. School hereby represents and warrants that neither School, students, nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medi-Cal. School hereby agrees to immediately notify Hospital of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medi-Cal. In the event that School or any student is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that School, and/or any student is in breach of this Section, this Agreement shall, as of the Effective Date of such action or breach. automatically terminate. School further understands that Hospital periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify School if it discovers a match. Hospital will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).
- 7.6 <u>Governing Law.</u> This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- 7.7 <u>Non-Discrimination</u>. Neither party shall discriminate unlawfully against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference, except to the extent permitted by law. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions that apply to the parties.
- 7.8 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

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If to Hospital:

Children's Hospital at Mission

455 South Main Street Orange, CA 92868

Attn: Executive Vice President & Chief Operating Officer

Copy to:

Mission Hospital

27700 Medical Center Road Mission Viejo, CA 92691

Attn: Director of Professional Education

If to School:

Orange Coast College 2701 Fairview Rd. Costa Mesa, CA 92626

Attn: Dean of Consumer and Health Sciences

Copy to:

Coast Community College District

1370 Adams Avenue Costa Mesa, CA 92626

Attn: Vice Chancellor, Administrative Services

- 7.9 <u>Severability</u>. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 7.10 <u>Waiver</u>. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- 7.11 Bond Covenants. In the event legal counsel for Hospital advises that this Agreement or any practices which could be, or are, employed in exercising rights under this Agreement poses a material risk of violating any legal requirement related to Hospital's tax exempt status or tax exempt bond financing, the parties in good faith shall undertake to revise this Agreement to comply with such legal requirements. In the event the parties are unable to agree upon the revised terms within 30 days thereafter, Hospital may terminate this Agreement immediately upon written notice to all parties hereto.
- 7.12 Interruption of Training. Each party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.
- 7.13 Ambiguities. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed. Ambiguities, if any, shall not be construed against either party, irrespective of which party may be deemed to have authored this Agreement generally or the ambiguous provision specifically.

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7.14 <u>Survival</u>. Section 2.10 (Insurance), Article 5 (Confidentiality), Article 6 (Indemnification), Section 7.6 (Governing Law), Section 7.8 (Notices), and 7.13 (Ambiguities) and this Section 7.14 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above ("Effective Date").

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EXHIBIT A

PROGRAM(S)

(Without School Instructor)

Name of School and Department/Program:

Cardiovascular
Diagnostice Medical Sonography
Medical Assisting
Neurodiagnostic Technology
Respiratory Care
Radiologic Technology

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Clinical Profile

Orange County/Long Beach Consortium for Nursing

Instructions for Form Completion

- 1. Faculty is to contact the Education Coordinator at the assigned clinical agency no later than two weeks prior to the start of the rotation for pre-planning.
- 2. Faculty is to complete the information below for each clinical rotation and submit to the Clinical Facility Education Coordinator or designee. Please check (√) those boxes for which the student has met the affiliation standard.
- 3. Attach a list of the students' names.
- 4. All personnel (faculty and students) with patient contact are required to verify health screening/immunization compliance. Health documents and background check clearance information may be stored at the academic institution but should be available upon request to the healthcare agency.

Rotation Information	
SchoolInstructor's	Work Phone
Instructor E-mail	Cell Phone
Program $\ \square\ NA$ $\ \square\ VN$ $\ \square\ ADN$ $\ \square\ BSN$ $\ \square\ ELM$ $\ \square\ Other$	Clinical Area Level
Clinical Dates From	То
Clinical Days	Time
Conference Day and Hours	Location
are checked, and that supporting documentation for verific institution. Background check clearance Computer orientation CPR – American Heart Association Healthcare Provide Ethical conduct General orientation Faculty licensure current Health clearance Hepatitis B series or titer HIPAA training Signature of Instructor or Designee	☐ Influenza vaccine or declination ☐ Injury and illness training er BLS ☐ MMR titer ☐ Professional liability insurance ☐ TB screening (annual) ☐ Td/Tdap current ☐ Unit orientation ☐ Worker's compensation/health insurance ☐ Varicella titer
-	
Printed Name and Title	Date

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EXHIBIT C

CLINICAL STUDENT PROFILE

- Complete the information below for each clinical group/student scheduled at CCMH and submit to CHOC's Clinical Education Department. Fax form to (714) 532-8831.
- 2. Attach a student roster for clinical groups.
- 3. School is responsible for ensuring that each clinical group/student is trained and competent on:
 - Dress Code*
 - HIPAA Privacy and Security*
 - Injury and Illness Prevention

*General Orientation Information

- Needle Safety*
- Patient Confidentiality*
- Standard Precautions*
- 4. School is responsible for verifying that each clinical group/student has completed the following:
 - Hepatitis-B (proof of vaccinations or titer documenting immunity)
 - Influenza (immunization yearly or declination statement)
 - MMR (2 MMR's or titers documenting immunity to measles, mumps, and rubella)
 - Tdap
 - Physical Exam (documented by a physician)
 - Tuberculosis (2 TB skin tests within the last 12 months; example, 12/29/07 and 12/27/08)
 Chest X-Ray within the last 4 years, if student has a history of a positive TB skin test
 - Varicella (proof of vaccinations or titer documenting immunity)
 - Background Check Clearance including Sex Offender Registry Check
 - CPR (American Heart Association: Basic Life Support for Healthcare Providers -- to be renewed every 2 years)
 - General and Professional Liability Insurance (\$1,000,000/\$3,000,000 each)
 - License Current (RN, etc. if applicable)

School:		Student Name:
Course Title:		Student Group (RN, CA, PT, etc.):
Clinical Dates: From		To:
Clinical Days:		Clinical Hours:
Instructor:		Phone:
Instructor Email:		Cell/Pager:
check (√) all boxes t	hat the student(s) have completed.	
□ Hepatitis B	□ Varicella Titer	□ General Orientation Information*
□ Influenza	□ Background Check	☐ Health Insurance/Worker's Compensation
□ MMR	, □ CPR	□ License Current (RN, etc.)
□ Physical Exam	□ General Liability Insurance	□ Professional Liability Insurance
□ ТВ	□ Tdap	□ Worker's Compensation (if applicable)
Instructor/School Re	presentative (print):	
Instructor/School Re	presentative (signature):	·
Date:		

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CLINICAL ROSTER OF STUDENTS

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EXHIBIT D

CONFIDENTIALITY STATEMENT

(For Students)

As a Student performing duties at Children's Hospital of Orange County ("CHOC"), you will have access to protected health information ("PHI") of patients. Federal and State laws, including HIPAA and other policies and procedures created internally, protect the privacy and security of this PHI, including the fact that an individual was a patient at CHOC. It is illegal for you to use or disclose PHI outside the scope of your duties at CHOC. This includes oral, written, or electronic uses and disclosures. Below are some guidelines that you must be familiar with regarding the use of a patient's PHI.

- 1. You may use PHI as necessary to carry out your duties as a student/volunteer;
- You may share PHI with other health care providers within CHOC for the direct treatment of the patient;
- 3. You may NOT photocopy or otherwise permit PHI to be duplicated in any way:
- 4. You may NOT photograph patients;
- 5. You must access only the minimum amount of PHI necessary to care for a patient or to carry out an assignment;
- 6. You may NOT record PHI (such as patient names, diagnoses, dates of birth, addresses, phone numbers, Social Security numbers, etc.) on any assignments you may need to turn in to your instructor, reports you may need to turn in to your program, or forms you may need to take with you;
- 7. You may only access the PHI of patients for whom you are caring/volunteering when there is a need for the PHI;
- 8. You must be aware of your surroundings when discussing PHI. As an example, it is inappropriate to discuss PHI in elevators, bathrooms, the cafeteria, and any other place for which your discussion may be overheard;
- 9. When disposing of any documents with PHI, do NOT place them in the trash can. Instead, the documents should be placed in the proper containers marked for shredding or another disposal container as set forth by policy and procedures for your specific department;
- If you have questions about the use or disclosure of PHI, contact the Student Relations Coordinator in the Clinical Education Department.
- 11. During the performance of your training, it is mutually understood and agreed that at all times you are acting and performing as a Learner/ Student. There is nothing intended, nor construed, to create an employment or agency relationship between this Hospital and you, the Student. This Hospital is not responsible in any way, directly or indirectly, for any employment related benefits such as, salaries, vacation time, sick leave, Workers' Compensation, Disability, Unemployment benefits, and Health Benefits.

Please read, sign, and date this acknowledgement. Return it to the Student Relations Coordinator in the Clinical Education Department where it will be filed and you will receive a copy.

Acknowledgment

I have read and I understand the information in this document. I realize that there are penalties for which I may be subject, including criminal, for the unauthorized use and disclosure of PHI. I agree to abide by the guidelines described above when performing my duties at CHOC.

Name (Print):	Date:
Signature:	

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AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of November 1, 2012 (the "Effective Date") between Coast Community College District / Golden West College ("School"), and WMC-SA, Inc., a California corporation, doing business as Western Medical Center Santa Ana ("Hospital").

RECITALS:

- A. School offers to enrolled students a degree program in the field of Nursing / Health Sciences, per Exhibit A, attached hereto and made a part hereof.
- B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of California ("State").
- C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.
- D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

Now, Therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

- a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
 - (1) orientation of students to the clinical experience at Hospital;
- (2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
- (4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

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- (5) supervision of students and their performance at Hospital;
- (6) participation, with the students, in Hospital's Quality Assurance and related programs; and
- (7) performance of such other duties as may from time to time be agreed to between School and Hospital.

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

- b. Health of Program Participants. School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox, and evidence of completion of the series of three (3) hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.
- c. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.
- d. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

- Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.
- f. **Training**. Prior to a student's first assignment at Hospital, the assignment of a District employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, District shall require that the individual complete training regarding Hospital's patient information privacy policies and practices provided by Hospital and achieve a passing score (as defined by Hospital from time to time) on the post test. District shall maintain training records for a minimum of six years, including, without limitation, the names of those students, District employees, agents, representatives and faculty members that completed the training with the applicable date ("Training Records"). Further, District shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.
- g. Certification. Prior to a student's first assignment at Hospital, School shall provide proof of current/valid CPR certification ("Certification") Healthcare Provider Level, for all students in direct patient care positions, per Hospital guidelines. Such Certification shall be provided t Hospital upon renewal/update of Certification.
- h. **Criminal Background Verification.** School acknowledges that each student shall be required to submit to a criminal background check as a condition of participation in the Program and shall assist Hospital as reasonably requested to assure the timely completion of this review. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable criminal history.

2. RESPONSIBILITIES OF HOSPITAL.

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and

assist in various aspects of acute care patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

- b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.
- 3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:
- a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.
- b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

- a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.
- b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.
- 5. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
- 6. **NON-DISCRIMINATION.** There shall be no unlawful discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or

other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. CONFIDENTIALITY.

- a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.
- b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.
- c. Patient Information. Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.
- d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder,

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is entered into the <u>8th</u> day of <u>November, 2012</u> by and between <u>Coast Community College District</u> ("District") and ThreeForks, Inc., a Montana corporation ("ThreeForks"), in consideration of the mutual promises set forth below.

- 1. Description of Services; District Obligations. District engages ThreeForks to provide, and ThreeForks agrees to provide, the services to the District which are described in Appendix A, attached hereto and incorporated herein by this reference (the "Services") in accordance with the terms and provisions of this Agreement. District will provide the following support services for the benefit of ThreeForks: (a) data, access to systems and technical support necessary to complete the Services; and (b) access to members of District's staff as required to complete the Services. ThreeForks agrees to obtain the written approval of the District prior to commencement of any new projects or services beyond the scope of this Agreement.
- **2. Term.** ThreeForks shall provide the Services commencing on or before November 8, 2012 (the "Commencement Date") and continuing for the term as described in Appendix A.

3. Compensation.

- a. ThreeForks shall be compensated by District at the rate set forth in Appendix A. District shall pay ThreeForks within 30 calendar days after receipt of an invoice for Services rendered and expenses.
- b. Unpaid fees and disbursements accrue interest at the maximum rate permitted by state law (non-compounded), but not exceeding 1½% per month from the beginning of the month in which they became overdue. ThreeForks will give District prompt notice if its account becomes delinquent, and District agrees to bring the account current. District agrees to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorneys' fees.
- 4. Independent Contractor status. The parties acknowledge and agree that ThreeForks is an independent contractor. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between District and ThreeForks. District shall not control or direct the details and means by which ThreeForks performs its work, except to the extent necessary to coordinate ThreeForks' work with other contributions to collective works and with the general requirements of projects assigned to ThreeForks. ThreeForks shall determine the number of days and hours of its work and shall be solely liable for the wages, fringe benefits, work schedules, and work conditions of its partners or employees, if any.
- 5. Authority. ThreeForks shall have no authority to bind, obligate or commit District by any promise or representation without the prior written approval of District.

6. Taxes. ThreeForks shall be responsible for and pay all costs of conducting its business, including but not limited to, the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. ThreeForks shall be responsible for payment of its self-employment taxes including, but not limited to, income taxes, Social Security taxes, and worker's compensation premiums.

7. Termination of Agreement.

- a. This Agreement will automatically expire upon conclusion of its term, unless extended by mutual agreement. Additionally, notwithstanding the term stated in Section 2, this Agreement may be terminated by either party, with or without cause, at any time before its expiration, by either party giving the other 30 calendar days written notice.
- b. On termination of this Agreement by District, ThreeForks will return District's papers and property promptly upon receipt of payment for outstanding fees and costs. District's termination of ThreeForks' services will not affect District's responsibility for payment of Services rendered and out-of-pocket expenses incurred before termination and in connection with an orderly transition of the Services to another service provider.
- 8. Confidentiality. In consideration of its engagement with District and of the compensation paid to ThreeForks, ThreeForks agrees to the following conditions relating specifically to District's Confidential Information (as defined below):
- a. Confidential Information includes, but is not limited to, all proprietary information of District such as: trade secrets; designs; drawings; specifications; computer programs; support materials; information regarding District's students, business operations and plans; or other records concerning District's finances, contracts, services or personnel.
- b. ThreeForks shall respect the confidences of District and shall not at any time, during or after its relationship with District, directly or indirectly, divulge or disclose for any purpose or use for its own benefit any Confidential Information that has been obtained as a result of the relationship with District.
- c. ThreeForks shall take such steps as may be reasonably necessary to prevent disclosure of Confidential Information to others and shall not disclose Confidential Information to others without the prior written consent of District. ThreeForks agrees that Confidential Information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such Confidential Information.
- d. This Agreement not to disclose Confidential Information will continue to apply after termination of this Agreement, and until such time as the Confidential Information becomes public knowledge through no fault of its own. ThreeForks will report to District any and all unauthorized disclosures or uses of Confidential Information.
- e. The following information of District shall not be considered Confidential information for purposes of this Agreement: (1) information known by ThreeForks when

received; or (2) information lawfully obtainable from other sources.

- 9. Purchase of Third Party Elements; Compliance with Licenses. "Third Party Elements" means any hardware, software or services, other than the Services to be provided by ThreeForks under this Agreement, that are related to, required for or the subject of the Services to be completed by ThreeForks under this Agreement. District shall be responsible for procuring and purchasing any Third Party Elements. District represents and warrants to ThreeForks that District has (or shall have prior to the commencement of the Services) obtained the necessary licenses, consents, or approvals from third parties necessary for District's ownership and use of Third Party Elements and the performance of the Services by ThreeForks (collectively, the "District's Licenses"). District acknowledges and agrees that it is responsible for complying with the terms of District's Licenses and making sure the Services do not violate the District's Licenses or otherwise violate the rights of thirds parties.
- 10. No Warranties. THREEFORKS MAKES NO WARRANTIES RELATING TO THIRD PARTY ELEMENTS INCLUDED WITH THE SERVICES. THREEFORKS DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICES OR SUCH THIRD PARTY ELEMENTS.
- 11. Limitation of Liability. THREEFORK'S LIABILTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY THREEFORKS SHALL NOT EXCEED THE AMOUNT OF \$1,000,000 (ONE MILLION DOLLARS) THREEFORKS' TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF \$1,000,000 (ONE MILLION DOLLARS).
- 12. Indemnification by ThreeForks. Subject to Section 11, ThreeForks agrees to defend, indemnify and hold harmless District, its Board of Trustees, employees and agents from any and all liability or loss suffered by them (including without limitation reasonable attorneys' fees) arising in any way out of ThreeForks' negligence in the performance of this Agreement.
- 13. Indemnification by District. District agrees to defend, indemnify and hold harmless ThreeForks, its directors, officers, employees and agents from any and all liability or loss suffered by them (including without limitation reasonable attorneys' fees) arising in any way out of (a) District's failure to obtain or comply with the District's Licenses or (b) claims against ThreeForks by the owners of Third Party Elements in connection with ThreeForks' performance of the Services.
- 14. Entire Agreement. This document contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and

superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.

- 15. Notices. Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by such party to the other pursuant to this Section or by other form of notice agreed to by the parties.
- 16. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.
- 17. Attorney's Fees. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney's fees incurred thereby.
- 18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.
 - 19. Survival. The representations, warranties covenants and agreements of the parties to this Agreement shall survive terminate of this Agreement.
- 20. Third Party Servicer Disclaimer. District acknowledges that ThreeForks, Inc is not, and shall not be deemed to be, a "third-party servicer" as that term is defined under 34 C.F.R. 668.25. None of the services provided by ThreeForks, Inc for District under this agreement shall be deemed to be administration of any aspect of the District's Federally Funded financial aid program. ThreeForks, Inc does not agree to be liable for, and hereby disclaims all liability for, any liability which District might have to the United States government, or any agency to the United States government under any Federally Funded financial aid program.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Coast Community College District:	ThreeForks, Inc.
	Styrt w. Pet
Ву:	
Printed Name:	Printed Name: Stephen Peterson
Title:	Title: President
Date:	Date: September 28, 2012
Notice Address:	Notice Address:
	ThreeForks, Inc
	PO Box 182
	Whitehall, MT 59759

APPENDIX A

- **I. SERVICES.** ThreeForks shall provide the following services (collectively, the "Services") for PowerFAIDS Implementation and Training:
 - 1. Review of PowerFAIDS parameter roll forward process and migration of selection sets, algorithms and packaging formulas for the new year.
 - 2. Update PowerFAIDS document tracking to enable integration with the new Federal /IRS database matching process.
 - 3. Review the current Direct Loan reconciliation process and provide assistance in automating the monthly reconciliation.
 - 4. Provide support for other staff initiated requests for review of specific functional questions.
 - 5. Provide assistance to the IT Coordinator for PowerFAIDS and Net Partners on technical questions.
 - 6. Provide support and documentation for BOGW Electronic Application Integration: CCCApply BOGW Electronic Application integration, XAP Web interface, XAP Communicator/data downloading tool, CABOGW db, CABOGW integration tools to support data integration into PowerFAIDS.
 - 7. Provide support to reconfigure, update, and expand the set of elements transferred within Banner to PowerFAIDS data integration
 - 8. Provide ad hoc resource services to diagnose issues and advice on resolutions processes, vendor issues, known PowerFAIDS limitations and problems.
 - 9. Support additional programming as defined in future Statements of Work.
- II. TERM. The term of this Agreement shall begin on the Commencement Date and shall continue for 3 years from the date of this agreement, unless terminated earlier as provided herein.
- III. RATE. District shall pay ThreeForks a fee of \$170.00/hour for up to 50 hours of work currently projected (Estimated total \$8,500.00). If the required work must be performed on site the District shall also pay all reasonable and normal travel related expenses as well including air fare, hotel accommodations, rental car, and per diem.

If additional work is required, it is agreed that the rate would remain \$170.00/hour and be covered within a separate addenda/work order against this contract within the three years covered within this contract.

IV. GENERAL. District agrees to provide ThreeForks access to the reasonable and normal general information required to successfully work within its computing administrative structure including: setup the PowerFAIDS system and including institutional documentation of other systems, and business processes that will impact this project.

SOFTWARE LICENSE AND MAINTENANCE SUPPORT AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE IDENTIFIED BELOW. BY USING THE SOFTWARE, (CUSTOMER NAME) IS CONSENTING TO BE BOUND TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

- 1. Grant of License. Amcom Software, Inc ("Amcom") hereby grants to Licensee (referred to herein as "End User", "Licensee" or "You"), and Licensee accepts, a non-exclusive and non-transferable license (the "License") to use the Amcom computer programs modulos (collectively, the "Software") described in the purchase orders that the customer delivered to Amcom. The Software may only be used by End User in its own computer systems at its premises and for the number of licenses and addresses indicated in the purchased order. The License is a non-exclusive and non-transferable right to use the Software. In no way does the License grant End User the right to grant sub-licenses or authorizations, whether exclusive or non-exclusive, to third parties for use or exploitation of the Software.
- 2. <u>Limitations on Using the Software.</u> In no way does the License permit End User to do any of the following: (i) adapt the Software or create derivative versions of the Software; (ii) trensmit, distribute or supply, whether by rental, sale, licensure, loan, or any other mechanism, partially or in full, the Software to any third party; (iii) rework, for the purpose of correcting deficiencies, additions, or improvements in the Software; (iv) allow any third party to reverse origineer the Software; (v) eiter or modify the technical documentation or User's Manual of the Software; (vi) use the software to provide support to any third party entity or (vii) copy the Software for any reason (including in a virtual environment, creating a test environment, redundant environment or replication of the software), except to the extent Amcom has given prior written consent to End User to copy the Software or the customer has licensed additional copies of the software for the above purposes. The customer may create an archive copy of the software for disaster recovery purposes. In the event that Amcom has authorized End User to make copies of the Software for any purpose, End User hereby agrees to ensure that any notices regarding the proprietary and confidential nature of the Software are not disturbed or omitted from any backup copies. (vii) Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that Amcom otherwise provides with the Licensed Software.

The License is a temporary license subject to full payment of any invoices issued by Amcom for the Software, upon payment of which the License shall become a permanent license. In the event that any payment for the Software is not received in a timely manner, End User shall discontinue its use of the Software immediately.

- 3. Limited Warranty, Disclaimer of Warranty and Election of Remedies.
- (a) Limited Software Warranty by Amcom and Remedy For Breach. Amcom warrants to Licensee that, during the Warranty Period, each Licensed Software, as used by Licensee on the Equipment for its own internal computing operations, will operate without Documented Defects. "Warranty Period" means the period beginning on the day the Licensee begins using the Licensed Software and ending on the ninety (90) day anniversery thereof. For each Documented Defect, Amcom, as soon as reasonably practicable and at its own expense, will provide Licensee with an avoidance procedure for, or a correction of the Documented Defect. Documented Defect means a material deviation between the Software and its Documentation (defined as the then current Amcom provided operating and technical documentation relating to the features, functions and operation of the Software), for which Documented Defect Licensee has given Amcom enough information to replicate on a computer configuration which is both substantially similar to Amcom's recommended computer configuration and is under Amcom's control. If despite its reasonable efforts, Amcom is unable to provide Licensee with an avoidance procedure for, or a correction of a Documented Defect, then, subject to the limitations set forth in Section 11 of this Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in theu of eli-other remedies, and Amcom's sole obligations for breach of this limited warranty are contained in this Section 3(a).
- (b) <u>Disclaimer of Software Warranty.</u> The limited warranties in this Section 3 are made to Licensee exclusively and are in lieu of all other warranties. AMCOM MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE LICENSED SOFTWARE, IN WHOLE OR IN PART, OR ANY OTHER MATTER UNDER THIS AGREEMENT. AMCOM EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. AMCOM EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE.
- (c) <u>Abrogation of Limited Warranty</u>. The limited warranties in this Section 3 will be null and void to the extent that a Documented Defect is caused by Licensee not implementing changes that Amcom provides to correct or improve the Licensed Software.
- (d) <u>FAILURE OF ESSENTIAL PURPOSE</u>. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 3 AND 11 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY LICENSED SOFTWARE OR SERVICE UNDER THIS AGREEMENT.
- 4. Indemnity by Amcom. Amcom will defend, Indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a claim that use of the Software infringes any copyright of others. Amcom's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Amcom of any such claim; (ii) Licensee must in writing grant Amcom sole control of the defense of any such claim and of all negolilations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice Amcom's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with Amcom to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of other licensed Software and third party hardware and software specified by Amcom in writing as necessary for use with the Licensed Software) from the use or combination of products provided by Amcom with Items provided by Licensee or others. If any Software is, or in Amcom's opinion is likely to become, the subject of a copyright infringement claim, then Amcom, at its sole option and expense, will either: (A) obtein for Licensee the right to continue using the Software under the terms of this Agreement; or (B) replace the Software with products that are substantially equivalent in function, or modify the Software so that it becomes non-infringing and substantially equivalent in function; or C) refund to Licensee the portion of the license fee paid to Amcom for the Software giving rise to the Infringement claim, less a charge for use by Licensee based on straight-line amortization assuming a three year life, provided that Licensee has returned or deslroyed and discontinued its use of the Software. (THE FOREGOING SETS FORTH AMCOM'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INF

5. Term and Termination.

- (a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement or such Order Form. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party destring termination. If the event or condition giving rise to the right of termination is not cured within that period, the party destring termination can terminate this Agreement upon written notice to the other party. Notwithstanding the foregoing, to the extent a material breach of this Agreement cannot be cured through efforts of the breaching party, the non-breaching party has the right to terminate upon written notice this Agreement (including all Order Forms hereunder) at any time while an event or condition giving rise to the right of termination exists. However, notice to Amoom of a suspected Documented Defect will not constitute a notice of termination of this Agreement.
- (b) Effect of Termination. Upon termination of this Agreement by either party, Licensee vill discontinue further use of the Licensed Software, and will promptly return to Amcom or (at Amcom's request) will destroy all copies of the Licensed Software, and will certify to Amcom in writing, over the signature of a duly authorized representative of Licensee, that it has done so. Termination of this Agreement will not relieve either party from making payments which may be owing to the other party under the terms of this Agreement.
- (c) <u>Survival of Obligations</u>. All obligations relating to non-use and non-disclosure of Confidential Information, indentity, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Agreement.
- (d) <u>Termination Without Prejudice to Other Rights and Remedies</u>. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuent to this Agreement.
- 6. Notices. All notices and other communications required or permitted under the Agreement must be in writing and will be deemed given when delivered personally, sent by registered or certified mail, return receipt requested, transmitted by facsimile confirmed by first class mail, or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to Amcom, Attention: VP-Finance, Amcom Software, Inc., 10480 Yellow Circle Drive, Eden Prairie, Minnesota 65343 or to such other place as Amcom may subsequently designate for its receipt of notices.
- 7. Force Majeuro. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing.
- 8. <u>Assignment</u>. Licensee may not assign or otherwise transfer any of its rights or obligations under this Agreement, and any attempt at such assignment will be vold without the prior written consent of Amcom. For purposes of this Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation.
- 9. No Walver. A party's fallure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.
- 10. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of California, as applicable to agreements executed and wholly performed therein, but without regerd to the choice of law provisions thereof. This Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

11. LIMITATIONS OF LIABILITY.

- (B) <u>LIMITED LIABILITY OF AMCOM</u>. AMCOM'S LIABILITY IN CONNECTION WITH THE LIGENSED SOFTWARE, THIS LIGENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) WILL NOT EXCEED THE FEE THAT LIGENSEE ACTUALLY PAID TO AMCOM (OR, IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE ORDER FORM, THE FEE REASONABLY ASCRIBED BY AMCOM) FOR THE COMPONENT SYSTEM GIVING RISE TO THE LIABILITY, EXCEPT IF DAMAGES ARE DUE TO AMCOM'S GROSS NEGLIGENCE OR OTHER WRONGDOING.
- (b) <u>EXCLUSION OF DAMAGES</u>. IN NO EVENT WILL AMCOM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT AMCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, EXCEPT IF DAMAGES ARE DUE TO AMCOM'S GROSS NEGLIGENCE OR OTHER WRONGDOING.
- 12. <u>Compliance With Laws</u>. Licensee will comply with all laws, rules and regulations applicable to the use of the Licensed Software. Licensee acknowledges that Amoon is not providing any electronic communications service and that Licensee is solely responsible for complying with any legal requirements applicable to its provision or use of electronic communications services in connection with the Software.
- 13. Audit Rights. Amom may audit the records of Licensee to ensure compliance with the terms of this Agreement and each applicable Order Form(s). Amom will notify Licensee in writing at least ten (10) business days prior to any such such such audit will be conducted during Licensee's regular business hours at Licensee's offices and will not interfere unreasonably with Licensee's business activities. Amoom may audit Licensee no more than once in any six (6) month period. If an audit reveals that Licensee is using a Component System beyond the scope of the licensee granted herein (such as for example, for a number of users greater than those that Licensee licensed pursuant to this Agreement), then Licensee will promptly reimburse Amoom for the cost of such audit and pay Amoom the underpaid license fees therefore and associated fees for Maintenance and Support (as defined in the Maintenance Agreement), based on Amoom's then-current list rates, as well as any applicable late charges.
- 14. HIPAA. To the extent that the regulations implementing the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as and when effective, apply to any products or services provided under this Agreement, Amcom will conduct its activities in such a manner as to facilitate Customer's compliance with HIPAA. If an amendment to this Agreement is necessary to comply with HIPAA, Amcom and Customer will negotiate such amendment in good faith prior to the applicable enforcement date. If Amcom and Customer cannot agree upon such an Amendment, Customer may terminate this

Agreement upon 30 days' written notice, provided that Customer immediately returns to Amcom or destroys all copies of the Software as required under paragraph 5b. Customer shall not be entitled to a refund of any license fees paid to Amcom in the event of termination pursuant to this paragraph 14.

15. Maintenance Services.

- (a) Types of Services. Amoom will provide Licensee with Maintenance and Support for such Licensed Software to the extent Licensee pays Amoom the applicable fees as set forth on the Purchase Order. Maintenance means updates, enhancements or modifications to the Licensed Software which Amoom incorporates into the Licensed Software and does not separately price or market, together with using reasonable efforts to provide Licensee with avoidance procedures for or correction of Documented Defects.
- (b) Limitations. All Maintenance will be part of the applicable Licensed Software and will be subject to all of the terms and conditions of the License Agreement and this Maintenance Agreement. Amcom's obligation to provide Licensee with Maintenance and Support for Licensed Software owned by parties other than Amoom is limited to providing Licensee with the Maintenance and Support that the applicable third party owner provides to Amoom for that Licensed Software. In this regard, to the extent that an agreement authorizing Amcom to resell or sublicense a third party's Licensed Software is terminated or expires prior to the expiration of the term, for that Licensed Software, then Amcom's obligation to provide Maintenance and Support to Licensee for that Licensed Software, and Licensee's obligation to pay Amcom for such Maintenance and Support for that Licensed Software, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Licensee must provide Amcom with such facilities, equipment and support as are reasonably necessary for Amcom to perform its obligations under this Maintenance Agreement, including remote access to the Equipment.
 - 16. Licensee Responsibilities. Throughout the term of this Agreement Licensee shall:
 - Follow all Amcont installation, operation and maintenance instructions.
 - Provide the Ancom-specified environment and electrical and telecommunication connections.
 - Provide Amcom access to the products to enable Amcom to perform maintenance.
 - (d) Have a representative available during any on-site Amcom maintenance activity.
- (e) Maintain a procedure external to the software program(s) and host computer for reconstruction of lost or altered files, data or programs to the extent Licensee deems necessary.

17. Equipment / Software Relocation, Modification, and Improper Use

- (a) Licensee shell advise Amcom promptly of any change in location or modification to any Licensed Software covered by this Agreement. If such change, in Amcom's opinion, increases the cost of testing or repairs, Amcom reserves the right to increase your maintenance charge. If the change creates a safety hezard or is likely to cause product malfunctions, Amcom may, with Licensee's concurrence and at Licensee's expense, correct the condition and continue to perform maintenance. If the condition cannot be corrected to Amcom's satisfaction, Amcom reserves the right to terminate maintenance under this Agreement.
 - (b) Amoom shall be under no obligation to provide maintenance service of software if:
 - (1) The Licensed Software has been modified or moved without Amcom's prior written approval;
 - The Licensed Software identification marks have been removed or altered;
 - Amoom does not support the Licensed Software (i.e., core operating system, system utilities and libraries, drivers, etc.);
 - The host computer does not conform to the update level necessary to support the Licensed Software or has been modified, other than by Amcom personnel, so as not to conform to the specifications for which the Licensed Software was designed;
 - Licensee's Licensed Software does not conform to the Licensed Software currently listed as subject to maintenance support; or
 - (5) Licensee's Licensed Software in violation of its license
 (6) Licensee is using the Licensed Software in violation of its license

18. Payment and Taxes.

- (a) Maintenance and Support Fees. For Maintenance and Support for the Software, Licensee will pay Amcom: (i) for the first Contract Year (defined as the Initial twelve month period commencing at the end of the Warranty Period), the amount provided for in the applicable Order Form as the "Payment Amount"; and (ii) for each Contract Year subsequent to the first Contract Year, an amount invoiced by Amcom, which amount will not increase by more than the "Annual Escalation Percentage Cap" provided for in the applicable Order Form over the fee that Licensee was obligated to pay to Amcom for Maintenance and Support for the applicable Software in the immediately preceding Contract Year. On subsequent orders, fees for partial Contract Years will be prorated. Payment of all fees for Maintenance and Support for the Software is due within thirty (30) days of the date of invoice and is nonrefundable. For subsequent Contract Years, Ancom will use good faith efforts to invoice Licensee thirty (30) days in advance of the Contract Year anniversary date or upon reasonable request of Licensee with payment due by the first day of the subsequent Contract Year.
- (b) Additional Costs. Licensee will also reimburse Amcom for actual travel and living expenses that Amcom incurs in providing Licensee with Maintenance and Support, with reimbursement to be on an as-incurred basis. Licensee will also reimburse Amcom for all charges incurred in connection with accessing Equipment, if any.
- (c) <u>Taxos</u>. Licensee is responsible for paying all taxes (except for taxes based on Amcom's net Income or capital stock) retailing to this Maintenance Agreement, Maintenance and Support, any services provided and payments made under this Maintenance Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Maintenance Agreement. Amcom will involce Licenses for applicable tax amounts and such involces are due upon Licensea's receipt thereof.
- (d) Involces and Late Charges. Licensee will pay each Amcom Involce Within thirty (30) days of the date of involce and in any event, on or before the dates specified in this Maintenance Agreement or the applicable Order Form. Late payments are subject to a tale charge equal to the lesser of: (I) one and one-half percent (11/2%) per month; and (ii) the highest rate permitted by applicable law.
- 19. Term. The term of this Maintenance Support Agreement for each Licensed Software shall be as set forth in the Purchase Order. For each Licensed Software, this Maintenance Support Agreement will automatically renew for consecutive Contract Years beyond the Initial term on a year-toyear basis unless either party notifies the other in writing of its election to terminate Maintenance and Support under this Maintenance Agreement for any particular Licensed Software at least ninety (90) days prior to the initial term expiration date.

- 20. <u>Discialmer of Maintenance and Support Warranty</u>. Licensee acknowledges and agrees that AMCOM MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY MAINTENANCE, SUPPORT AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT AMCOM EXPLICITLY DISCLAIMS ALL WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, AMCOM EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY MAINTENANCE AND SUPPORT WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED BY ANYONE OTHER THAN AMCOM, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.
- 21. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

THE PARTIES have executed this Maintenance Agreement through the signatures of their respective authorized representatives.

Accepted by Licensee (CUSTOMER NAME):	Accepted by Amcom Software, Inc:
Ву	By Not men
Name	Name Michael H. Mehr
Title	Title V.P. of Finance
Date	Date

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Statement of Work (SOW-04)

Coast Community College District Strata Information Group Banner® Student Accounts and Financial Aid Reconciliation November 8, 2012

Under the terms of the Professional Services Agreement dated September 6, 2012, Strata Information Group (SIG) will provide services for the staff of Coast Community College District (CCCD), as directed, to perform the following work:

Description of Work:

The CCCD Vice Chancellor Educational Services & Technology, Andreea Serban, has requested SIG to provide senior consulting services to assist with implementing changes required to use the students billing functionality within Banner® to reconcile Financial Aid disbursements and student accounts.

Scope of Work:

SIG will provide several Senior Consultants to assist on this project. SIG will assign senior consultants in the areas of student, finance, financial aid and technical support to assist with this project. SIG will create a project plan that will be used to help coordinate all of the various resources and activities from both the District and SIG. Most of this work will be done on-site but some might also be performed remotely.

SIG assumptions or access requirements to be provided by CCCD:

- The CCCD Vice Chancellor Educational Services & Technology or designee to serve as the primary point of contact for the SIG assigned resource(s) and determine project priorities in addition to serving as the escalation point of contact for the SIG account manager
- Provide a dedicated meeting room with audio visual equipment and system access for all sessions
- Ensure that primary and secondary individuals with the responsibility for encoding must be available throughout the onsite visit, if required
- Provide secure local and remote access for SIG staff to the client Banner® test or development environment with the most current data to include SQL, INB, VPN, and other software development tools and access requirements, as needed
- Provide timely technical support and assistance to the SIG consultant when needed. It should be noted that SIG performance will rely on the support from the client's Information Technology staff

Estimated Services

Services	Typical Tasks	Hours
Technical and Functional Consulting	SIG will provide several senior consultants to assist with implementing and testing to insure that CCCD can use the Banner® functionality in student accounts and finance to process and reconcile financial aid awards and reconciliation. The project is targeting the summer term for the first full cycle of processing.	560 - 600
	In September SIG's project lead worked with several members of CCCD and SIG to develop a comprehensive Project Plan covering the following general areas. Representatives from SIG and CCCD have been assigned responsibility for accomplishing the tasks identified in the Project Plan.	
	 Information Technology Review and enhance existing interfaces between PowerFAIDS and Banner® 	

ca fo va Tr ac	Accounts Receivable	192
ca fo va Tr	 Accounts Receivable Develop/revise detail code structure Establish priorities for application of payments Develop refund procedures Test refund process with Financial Aid, Cashiering and Fiscal Services Train AR staff on Financial Aid processing Other Processes to be Addressed Automate SAP processing Establish a Home Campus designator in Banner® Review and revise the scholarship processes Review and revise Veterans Benefits processes Over the 8 to 10 months SIG will have several consultants visiting ampus on a regular basis. The SIG project lead will maintain a schedule or all of the consultant's visits and will coordinate these visits with the arious CCCD user departments and IT. Trip reports will be developed for each campus visit defining 	
ca fo va	 Accounts Receivable Develop/revise detail code structure Establish priorities for application of payments Develop refund procedures Test refund process with Financial Aid, Cashiering and Fiscal Services Train AR staff on Financial Aid processing Other Processes to be Addressed Automate SAP processing Establish a Home Campus designator in Banner® Review and revise the scholarship processes Review and revise Veterans Benefits processes Over the 8 to 10 months SIG will have several consultants visiting ampus on a regular basis. The SIG project lead will maintain a schedule or all of the consultant's visits and will coordinate these visits with the arious CCCD user departments and IT. 	
	 Accounts Receivable Develop/revise detail code structure Establish priorities for application of payments Develop refund procedures Test refund process with Financial Aid, Cashiering and Fiscal Services Train AR staff on Financial Aid processing Other Processes to be Addressed Automate SAP processing Establish a Home Campus designator in Banner® Review and revise the scholarship processes 	
	 Accounts Receivable Develop/revise detail code structure 	
	 Revise banking structure to accommodate new refunding procedures Review revise procedures for Co-Top collections 	
	 Emergency refunds Recording payments to Sallie Mae Processing refunds Processing foundation Scholarships Refund check disbursement Overpayments to R2T4 Reporting for new refund processing 	
	Peachtree accounting O Define accounting for new Financial Aid detail codes O Define procedure for refund processing and send to Sallie Mae O Define procedures for: Parent Plus Loans	
	and Banner®	
	 Others as identified as the project progresses Financial Aid Simplify process to pass information between PowerFAIDS 	
	 Development of new interfaces between PowerFAIDS and Banner® for memo transactions, Title IV authorization, remittance refunds, credit card payments, etc. Define nightly processes Sallie Mae interface and implementation 1098-T setup 	

Services	Labor Cost	Travel Costs	Total Cost
Student AR and FA Processing	\$127,840 - 134,640	\$40,800	\$168,640 - \$175,440

Notes for the Summary of Estimated Costs:

- Services are billed at \$170.00 per hour
- Travel costs are estimated at \$1,700 per trip, per consultant
- Travel is capped at 8 hours per round trip
- SIG invoices only for consulting hours and travel expenses actually used
- Costs include, as applicable, preparation time, on-site consulting, travel time and travel related expenses.
- SIG will make every attempt to reduce travel costs including coach airfares and using client recommended lodging
- · Cost exclude all state taxes, if applicable

For Coast Community College District:	For Strata Information Group:	
Jim Moreno, President, Board of Trustees	Henry A. Eimstad, President	
Date:	Date:	

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MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this twenty-sixth day of April, 2012, by and between Enterprise FM Trust, a Delaware statutory trust ("Lesser"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

- 1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.
- 2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

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- (a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).
- (b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.
- (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (iii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle.
- (d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessor.
- (e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").
- (f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with Interest thereon at the Default Rate.
- (g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.
- 4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

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- 5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.
- 6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.
- 7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

- (a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.
- (b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

- (a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

 (b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE,
- (b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.
- (c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.
- 10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

- (a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:
 - (i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration

Coverage

Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible

Florida

\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

All Other States

\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive):	Actual cash value of the applicable Vehicle.	Maximum deductible of \$500 pe
occurrence - Collision and \$250 per occurrence - Comprehensive).	• •	• •

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If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor,

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

- (b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum arrounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.
- 12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.
- 13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.
- 14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c)

Initials:	EFM	Cust

shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

- 16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.
- 17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its helrs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- 18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

Coast Community College District	LESSOR: By:	Enterprise FM Trust Enterprise Fleet Management, Inc., its attorney in fac	
	By:	John Mills	
President of the Board	Title:	Regional Sales Manager	
1370 Adams Ave.	Address:	1430 S. Village Way Suite V	
Costa Mesa, CA 92626		Santa Ana, CA 92705	
	Date Signed		
	Jim Moreno President of the Board 1370 Adams Ave. Costa Mesa, CA 92626	Jim Moreno By: President of the Board Title: 1370 Adams Ave. Address: Costa Mesa, CA 92626	

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this of, the MASTER EQUITY LEASE AGREEMENT entered ("Agreement") by and between <u>Enterprise FM Trust, a Dela College District</u> ("Lessee"). This Amendment is made for go hereby acknowledged by the parties.	ware statutory trust ("Lessor") and Coast Community			
Section 17 of the Master Equity Lease Agreement is amende	d to read as follows:			
Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of California (determined without reference to conflict of law principles).				
All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.				
IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day of, 2012.				
Coast Community College District (Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact			
Ву	Ву			
Title	Title			

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this twenty-sixth day of April, 2012, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and Coast Community College District ("Lessee").

WITNESSETH

- 1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the twenty-sixth day of April, 2012, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicles includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.
- 7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

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- 8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.
- 9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.
- 10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:	Coast Community College District	LESSOR:	Enterprise Fleet Management, Inc.	
Ву:	Jim Moreno	By:	John Mills	
Title:	President of the Board	Title:	Regional Sales Manager	
Address:	1370 Adams Ave. Costa Mesa, CA 92626	Address:	1430 S. Village Way Suite V Santa Ana, CA 92705	
Attention:	***************************************	Attention:		
Facsimile No.:		Facsimile No.:		
Date Signed:		Date Signed		

AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this of, the MAINTENANCE AGREEMENT entered into on the and between Enterprise Fleet Management Inc. , a Missour District ("Lessee"). This Amendment is made for good and acknowledged by the parties.	Iff Corporation ("EFM") and Coast Community College
Section 10 of the Maintenance Agreement is amended to rea	ad as follows:
This Agreement embodies the entire Agreement between Agreement may be amended only by an agreement in write Agreement which is prohibited or unenforceable in any jurist to the extent of such prohibition or unenforceability without it or affecting the validity or enforceability of such provisions in upon and inure to the benefit of the parties hereto and their may not assign, transfer or delegate any of its rights or oblict consent of EFM. This Agreement shall be governed by and of State of California (without reference to conflict of law princip	ting signed by EFM and Lessee. Any provision of this diction shall, as to such jurisdiction, be ineffective only nvalidating the remaining provisions of this Agreement any other jurisdiction. This Agreement shall be binding respective successors and assigns, except that Lessee gations under this Agreement without the prior written construed in accordance with the substantive laws of the
All references in the Agreement and in the various Scher references of similar import shall henceforth mean the Agre extent specifically amended by this Amendment, all of the ter and warranties contained in the Agreement shall be and re ratified and confirmed.	ement as amended by this Amendment. Except to the rms, provisions, conditions, covenants, representations
IN WITNESS WHEREOF, Lessor and Lessee have as of the day of, 2012.	executed this Amendment to Maintenance Agreement
Coast Community College District (Lessee)	ENTERPRISE FLEET MANAGEMENT, INC.
Ву	Ву
Title:	Title:

Coast Community College District 1370 Adams Ave. Costa Mesa, CA 92626

At our request several months ago, you signed a new Master Lease Agreement with Enterprise FM Trust. As part of executing this new agreement, we failed to clearly document the termination of the old Master Lease Agreement which could lead to confusion in the future about whether our companies have two Master Lease Agreements instead of the one new Master Lease Agreement as was intended.

By signing below, you acknowledge that the old Master Lease Agreement dated June 2009 between Coast Community College District and Enterprise Rent-A-Car of Los Angeles was terminated and any active Vehicle Schedule belonging to the old Master Lease Agreement dated June 2009 effectively moved to the Master Lease Agreement signed with Enterprise FM Trust on _____ as of the effective date of the new Master Lease.

Should you have any questions, please call me at 310-851-3400.

Michael Gerges Controller Enterprise Fleet Management

Coast Community College District (239874)

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Coast Community College District Professional Services - Open Hours

October 25, 2012

Version: 1.0

Trace3

Account Manager: Michael Stanley

Professional Services Manager: Daniel Cowan

Please note the pricing and other terms and conditions proposed in this SOW are only valid for 30 calendar days from Trace3's initial presentation of this SOW to Client

Revised July 2012 PS SOW Community Coast Colleges District: Open Hours PS SOW October 25, 2012

Executive Summary

This statement of work ("SOW") is entered into on the last signature date below (the "Effective Date") between Coast Community College District, a California community college district ("Client") with a place of business at 1370 Adams Ave., Costa Mesa, CA 92626, and Trace3, Inc., a California corporation ("Trace3") with a place of business at 15326 Alton Parkway, Irvine, CA 92618. Client desires Trace3 to provide certain prepaid information technology integration and technology consulting services (the "Services") to Client as described in this SOW.

Scope of Pre-Paid Services

Services provided under this SOW are limited to the following Trace3 practice areas:
(i) engineering support and (ii) staff augmentation. Levels of Services are limited to (a) telephone responses ("Phone Services") and (b) on-site visits ("On-site Services"). Client requests for Services outside the scope of these practice areas and Services levels and any applicable purchase documents may be provided, in Trace3's sple discretion.

Deliverables

This SOW provides for 60 hours of pre-paid Services for Trace3 at the regular hourly rate to support the Client's information technology infrastructure ("Deliverables").

Standard Order Procedures

Services may only be ordered by Client by mailed, e-mailed or faxed purchase orders ("Purchase Orders") stating the quantity of prepaid Services in minimum increments of \$12,000 worth of Services and the specific qualifications for a project ("Project"). Purchase Orders will be subject to written acceptance by Trace3, and performance schedules will be established in accordance with personnel availability.

Assumptions and Constraints

Scope of Services Assumptions

The following technical assumptions will apply to the performance and delivery of the Deliverables:

 Prior to the start date of any Project, Client will perform a backup of all Client data to be affected or impacted by the Services. Trace3 will not be responsible for the loss or corruption of any Client data or for any Client system downtime incurred in connection with the performance and delivery of the Deliverables.

Services Assumptions

The following general assumptions will apply to the performance and delivery of the Deliverables:

- Except as may be acquired under a separate support or service agreement, Trace3 will not be
 responsible to Client for any application or host system access that encompasses coding, scripting,
 installation, patching, application analysis, system performance, troubleshooting or applications logins
 outside the scope of the Deliverables contemplated by this SOW.
- Changes to this SOW or any Purchase Order will be documented using a written change request form attached hereto as <u>Attachment A</u> (the "Change Request Form") in accordance with the Change Process (as defined below).

Responsibilities

Trace3 Responsibilities

Trace3 will undertake the following responsibilities reasonably applicable to the performance and delivery of the Deliverables:

- Trace3 will use commercially reasonable efforts to perform and deliver the Deliverables in a timely manner in accordance with (a) the specifications set forth in this SOW and any Purchase Order, and (b) industry standards where this SOW does not prescribe or regulate Trace3's performance and delivery of the Deliverables.
- Trace3 reserves the right to utilize third party service providers to subcontract any or all portions of the
 Deliverables that Trace3 is required to perform and deliver under this SOW. Trace3 will be responsible
 for managing all such subcontractors to the same extent as if such subcontractors were directly
 employed by Trace3.
- Trace3 will submit written reports to Client regarding the status of the performance and delivery of the Deliverables as mutually agreed upon by the parties.
- Trace3 will provide Client a lead contact person for the Services (the "Trace3 Lead") with such
 qualifications, expertise and knowledge necessary and applicable for Trace3 to
 fulfill its obligations
 under this SOW.

Client Responsibilities

Client will undertake the following responsibilities reasonably applicable to the performance and delivery of the Deliverables:

 Client will provide Trace3 personnel assigned to work at Client's premises reasonable use of Client's facilities. Prior to the start date of any Project, Client will complete all necessary facilities arrangements, including, but not be limited to, providing reasonable access to such items as power, network connections, floor and rack space and cooling. Such required facility arrangements will remain in place during the term of the Project.

- Client hereby grants Trace3 a limited, non-transferable license during the term of this SOW to use certain proprietary computer systems, technologies and data owned by Client and its affiliates which are necessary for Trace3 to perform and deliver the Deliverables.
- Client will make available to Trace3 knowledgeable Client personnel promptly upon a request from
 Trace3 via phone or e-mail to provide background information and clarification of information required
 by Trace3 personnel to perform and deliver the Deliverables.
- Documentation and information provided by Client to Trace3 personnel will be accurate, complete and up-to-date.
- Client will be responsible for any business and data application testing and all necessary data backup in preparation for and during the performance and delivery of the Deliverables.
- If required by Trace3, Client will participate in testing as directed by Trace3.
- Client will provide Trace3 a lead contact person for the Services (the "Client Lead" and, together with
 the Trace3 Lead, the "Leads") with such qualifications, expertise and knowledge necessary and
 applicable to aid Trace3 to fulfill its obligations under this SOW and who is authorized by Client to act
 as a liaison between the parties.

In the event Client's failure to perform any of its responsibilities would cause Trace3 to incur significant uncompensated expenses, Trace3 may notify Client of such nonperformance. In such case, Trace3's obligation to continue its efforts to work around Client's failure to perform will be subject to Client agreeing to reimburse Trace3 for its incremental uncompensated expense.

Scheduling for On-Site Services

Client scheduling requests for performance of On-site Services must be made at least ten (10) business days in advance of the desired initial performance date and time. Client scheduling requests made less than ten (10) business days in advance of the desired initial performance date and time may be made, in Trace3's sole discretion. Scheduling of all On-site Services will be made in increments of four (4) hours.

Expiration

ALL PREPAID SERVICES MUST BE UTILIZED BY CLIENT WITHIN TWELVE MONTHS FROM THE DATE OF PURCHASE (THE "SERVICE WINDOW"). CLIENT IS SOLELY RESPONSIBLE FOR MONITORING ITS USAGE OF ITS PREPAID SERVICES TO ENSURE COMPLETE USAGE OF SUCH PREPAID SERVICES DURING THE SERVICE WINDOW. UNUSED PREPAID SERVICES WILL AUTOMATICALLY EXPIRE AT THE END OF THE SERVICE WINDOW, AND TRACES WILL NOT BE OBLIGATED TO REFUND OR RETURN ANY FEES TO CLIENT FOR UNUSED PREPAID

SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SOW, CLIENT MAY EXTEND ANY SERVICE WINDOW PRIOR TO ITS EXPIRATION BY PURCHASING AN ADDITIONAL AMOUNT OF PREPAID SERVICES HOURS UNDER THE CHANGE PROCESS DESCRIBED IN THIS SOW. FOR THE AVOIDANCE OF DOUBT, SUCH ADDITIONAL PURCHASE WILL RESTART THE SERVICE WINDOW FOR THE UNUSED PREPARD SERVICES FOR A NEW TWELVE MONTH PERIOD (PROVIDED, THAT SUCH ADDITIONAL PURCHASE IS MADE PRIOR TO THE END OF THE THEN-CURRENT SERVICE WINDOW).

Change Process

Unless otherwise mutually agreed by Trace3 and Client, any change, amendment or modification of a Project or the specifications of the Deliverables will be coordinated by the Leads in accordance with the procedures described below (the "Change Process").

Change Requests

Either Client or Trace3 may initiate requests to change, amend or modify a Purchase Order, a Project or the specifications of the Deliverables (each, a "Change Request"). The reasons for a Change Request may include, among other things: additional prepaid Services hours; regulatory changes; changes in technical scope; or other project issues or requirements. The Lead of the party requesting a Change Request will submit a Change Request to the other party's Lead in a clear and concise manner utilizing the Change Request Form, and both Leads will review the Change Request described on such Change Request Form for validation. A Change Request will be effective when the Change Request Form is signed by both parties on the Change Request, then both Leads will determine what portions of the Change Request are mutually acceptable to the parties, incorporate such mutually acceptable portions of the Change Request into the Change Request Form and sign such revised Change Request Form.

Change Request Implementation

The signing of a Change Request Form by both parties will cause the Change Request Form to become part of and incorporated into this SOW and the applicable Purchase Order, if any. Commencement of the performance and delivery of a Change Request is conditioned upon Trace3's receipt of signed by both parties.

Project Completion

Completion Certificate

Unless otherwise mutually agreed by Trace3 and Client, Trace3 will present Client with a completion certificate in form attached hereto as <u>Attachment B</u> (the "Completion Certificate") upon the completion of the performance and delivery of all of the Deliverables (or upon completion of any individual Project). Client will

sign the Completion Certificate acknowledging acceptance of the completed Deliverables or Project and will return the signed Completion Certificate to Trace3 within five business days from the date of Client's receipt of the Completion Certificate.

If Client reasonably believes Trace3 has not completed performance and delivery of the Deliverables or a Project described in the Completion Certificate in substantial conformance with this SOW, Client will notify Trace3 in writing of its specific reasons for rejecting completion and delivery of the Deliverables or a Project within five business days from Client's receipt of the Completion Certificate (a "Non-Completion Notice"). Trace3 will address Client's issues described in the Non-Completion Notice and will re-submit the Completion Certificate for Client's signature.

In the event Trace3 does not receive a signed Completion Certificate or Non-Completion Notice from Client within five days of Client's receipt of a Completion Certificate, Client's affirmative acceptance of completion of the Deliverables or Project, a waiver of any Client right to reject completion of performance and delivery of the Deliverables or a Project and Client's signing of the Completion Certificate will automatically and without any further action of the parties be deemed to have occurred.

Termination

Client may terminate this SOW (a) in the event Trace3 breaches any material obligation under this SOW and does not cure such breach within 30 days of receipt of Client's written notice of such breach, (b) in the event a Force Majeure Event (as defined below) prevents Trace3's performance and delivery of the Deliverables for more than 30 consecutive days, or (c) by giving Trace3 at least 30 days prior written notice of its desire to terminate this SOW.

Trace3 may terminate this SOW (a) in the event Client breaches any material obligation under this SOW and does not cure such breach within 30 days of receipt of Trace3's written notice of such breach, (b) in the event a Force Majeure Event (as defined below) prevents Trace3's performance and delivery of the Deliverables for more than 30 consecutive days, or (c) if Client fails to pay Trace3 any undisputed invoiced charges within 30 days after the date Client receives a written notice of non-payment from Trace3.

In the event of Termination, no amount of prepaid Services may be refunded except in the event Client and Trace3 have mutually agreed in writing to an exchange for other services.

Miscellaneous

Limited Warranty; Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED WITHOUT WARRANTY. TRACE3 DOES NOT MAKE ANY WARRANTIES, EITHER EXPRESS OR IMPLED (WHETHER BY STATUTE OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT,

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF CLIENT'S SPECIFIC NEEDS. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED BY APPLICABLE LAW, THEN ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS AFTER DELIVERY OF THE SERVICES.

NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES TO THE OTHER PARTY IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES HEREUNDER, WHETHER IN CONTRACT OR IN TORT (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL NOT EXCEED THE MAXIMUM AMOUNT OF PREPAID SERVICES WHICH CLIENT HAS PURCHASED AS DELIVERABLES. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, OR LOST OR CORRUPTED DATA ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES UNDER THESE TERMS.

Relationship of the Parties

Trace3 is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Client or any of its affiliates. Nothing in this SOW will be deemed to create a joint venture or partnership between the parties or any of Client's affiliates. Trace3 has the sole right and obligation to supervise, manage, and direct all work to be performed by Trace3 personnel under this SOW. Trace3 has no authority to represent or bind Client.

Force Majeure

Trace3 will not be liable to Client for any alleged loss or damages resulting from the performance and delivery of the Deliverables being delayed by acts of Client, acts of civil or military authority, governmental priorities, fire, floods, epidemics, quarantine, energy crises, strikes, labor trouble, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of Trace3 (each, a "Force Majeure Event"). Trace3 will (a) continue to use commercially reasonable efforts to perform to obligations under this SOW to the extent possible, and (b) notify Client promptly when the Force Majeure Event has abated.

Assignment

Assignment of this SOW will be prohibited without the express written consent of the other party, except that Trace3 reserves the right to (a) assign this SOW to the successor in a merger or acquisition of Trace3, and (b) subcontract any support or maintenance obligation. Any other attempted assignment in violation of this provision will be null and void.

Governing Law; Venue

This SOW will be construed in accordance with, and all disputes hereunder will be governed by, the laws of the State of California. Both parties agree that any action, suit or proceeding arising out of or relating to this SOW will be initiated and prosecuted in a state or federal court of competent jurisdiction located in Orange County, California, and the parties irrevocably submit to the jurisdiction of any such court.

Entire Agreement

This SOW represents the entire agreement between the parties regarding the subject matter contained in this SOW, and supersedes any and all other agreements between the parties regarding the subject matter hereof. Any changes to the terms and conditions in this SOW must be in set forth in a written agreement signed by an authorized representative of each party.

Fees, Billing and Travel and Expenses

Fees

Client will pay to Trace3 hourly rates ("Fees") as outlined below for all work performed by Trace3 personnel in furtherance of the performance and delivery of the Deliverables.

Personnel Title (Certification)	Rate (pe	r hour)*
Professional Services Architect (CCIE)	\$250).00
Professional Services Consultant (CCxp/CCIE)	\$22!	5.00
Professional Services Engineer (CCNA/CCxP)	\$200	0.00
Senior Network Project Manager (PMP)	\$17!	5.00

^{*}These rates apply to Services performed during the non-holiday hours of Monday through Friday between 8:00 am (PST) and 5:00 pm (PST). These rates will be billed at time-and-one-half for Services performed during non-holiday hours of Monday through Friday between 6:00 am (PST) and 8:00 am (PST) and during Saturday between 8:00 pm (PST) and 5:00 pm (PST). These rates will be billed at double-time for Services performed during all other times.

The Fees are based on the terms of this SOW and the scope of the Deliverables being performed and delivered under this SOW, and may be amended by Trace3, at its sole reasonable discretion, six (6) months after the Effective Date by providing Client with ten (10) days prior written notice. Any change to the terms of this SOW, a Project or the scope of the Deliverables, whether by the failure to meet a Request or otherwise, may result in a modification of the Fees.

On-site Services will be billed in increments of four (4) hours, and Phone Services will be billed in increments of one-half (0.5) hours.

Hourly rates for any subcontractor utilized by Trace3 for any portion of the Deliverables will be pre-approved by Client in writing.

Billing

Fees and all other charges will be stated in one or more invoices submitted for payment by Trace3 to Client (each, an "Invoice"). Client commits to pay 100% of the Fees prior to the performance of any Services (and in any event within 30 days of the date of issuance of an Invoice by Trace3 to Client). Trace3 reserves the right to refuse performance of Services to Client if any delinquent Invoices are outstanding.

Travel and Expenses

Client is responsible for any travel and related costs or expenses incurred by Trace3 personnel in furtherance of the performance of the Services ("*Travel and Expenses*"). Travel from a Trace3 office will be billed one-way at the applicable hourly rate for each Trace3 personnel performing the Services, except that Client will be billed the applicable regular hourly rate (i.e., no time-and-one-half or double-time) for travel time from a Trace3 office to Client's site for performance of Services schedule to begin during the non-holiday hours of Monday through Friday between 8:00 am (PST) and 5:00 pm (PST). Any other travel will be pre-approved by Client in writing.

Trace3 will invoice Client for any Travel and Expenses incurred by its personnel as such expenses are incurred and at the actual amount incurred and allowable under Trace3's travel and expense policies.

Contact Information

Trace3 Contact	Title
Michael Stanley mstanley@trace3.com 949-285-2998	Account Manager
Daniel Cowan dcowan@trace3.com 949-547-3879	Professional Services Manager

TRACE3

Agreement

The parties' au	thorized representatives here	by bind the parties to the	e terms of this SOW	by signing below:
Accepted By:	COAST COMMUNITY COLLEGE DISTRICT		TRACE3, INC.	
Signature:		Signature:	Tolor	
Name:		Name:	Nate Julson	
Title:		Title:	Chief Financial Offi	cer
Date:		Date:	October 25, 2012	
Client Billing Contact:				
Name:				
Email:				
Phone:				

Please e-mail or fax the executed SOW to [Trace3 contact] at [fax/e-mail address].

TRACE3

Attachment A (Change Reque	est Form)	
Client Name	Originator (circle one):	Client Trace3
Cost/Price Impact:		
Schedule Impact:		
SOW Terms Impact: No Yes	(Describe changes to SOW to	erms below)
Description of Changes in SOW Terms or Pu	rchase Order:	
(Attach additional pages as necessary)		
Approval: The parties' authorized represent below:	ntatives hereby approve this Char	nge Request Form by signing
COAST COMMUNITY COLLEGE DISTRICT:	TRACE3, INC.:	
Client Name Signature Date	Trace3 Signatu	ure Date
Client Title (Print)	Trace3 Title (P	rint)
Client Lead Phone Number	Trace3 Lead Pl	none Number
For Internal use only: Purchase Order		
Purchase Order	Received? Yes No	

Attachment B (Completion Certificate)	
Trace3 Sales Order Number	Client Purchase Order Number
Client Name	Service Location (Street, City, State, Zip)
Client Lead Name	Client Lead Phone Number
Trace3 Lead Name	Trace3 Lead Phone Number
Date Project / Deliverable Descri	otion Completed (Y/N)
Final completion of performance and delivery of all Delivera	ables under the SOW? Yes No
Final completion of performance and delivery of all Delivera	ables under the Purchase Order? Yes No
<u>Certification</u> : By signing below the parties' authorized described above have been (a) performed and delivered to C	representatives hereby certify the Deliverables lient's satisfaction, and (b) accepted by Client:
COAST COMMUNITY COLLEGE DISTRICT:	TRACE3, INC.:
Client Lead Signature Date	Trace3 Lead Signature Date
Client Lead Name (Print)	Trace3 Lead Name (Print)
Client Lead Title (Print)	Trace3 Lead Title (Print)
B-1 Revised July 2012 PS SOW	[Client Name: Project Title] PS SOW [Date]

COMMENCEMENT FLOWERS SALES AGREEMENT

This agreement is made by and between COAST COMMUNITY COLLEGE DISTRICT/ORANGE COAST COLLEGE, (hereinafter referred to as "College"), and COMMENCEMENT FLOWERS, a California corporation (hereinafter referred to as "Vendor"), whose mailing address is 1557 Regatta Road, Carlsbad, CA 92011. The parties agree as follows:

- 1. College hereby grants to Vendor exclusive permission to set up and sell flower bouquets and orchid leis during the College's commencement ceremonies held during the term of this Agreement.
- 2. Term. The term of this agreement shall be for the period beginning September 12, 2012 and ending May 31, 2013, unless terminated earlier by either party.
- 3. TERMINATION. This agreement shall be subject to termination by either party at any time, upon ninety (90) days written notice to the other party.
- 4. Vendor shall provide tables for the set up of flower stands. The number of tables needed and the number of sales locations and their positioning shall be by mutual agreement between the parties eight (8) weeks prior to the commencement ceremonies with the understanding that maximizing sales is desired.
- 5. At its own expense, Vendor shall provide tablecloths; signs, canopies and all equipment and supplies to operate such flower stands, including personnel, cash-handling boxes, and the necessary cash needed to make change. All equipment and/or supplies shall be purchased by Vendor in its own name; all staff shall be employees of Vendor.
- 6. Vendor shall be permitted access to the sales locations at reasonable times in connection with setting up and preparing its facilities for each commencement ceremony. Vendor shall be responsible for all cleanup in the area of its flower stands. College shall provide adequate containers for garbage.
- 7. The right to operate flower stands pursuant hereto shall be exclusive with Vendor for College's commencement ceremonies, and College shall permit no sales of flowers by unauthorized parties at such ceremonies during the term of this agreement. College shall, to the best of its ability, remove all unauthorized flower vendors from the commencement venue.
- 8. Vendor shall comply with all applicable Federal and State laws, local ordinances, and College regulations during the term of this agreement.
- 9. Consideration. Vendor agrees to pay to College twenty percent (20%) of gross revenues, excluding sales tax, during the term of this agreement. The twenty percent (20%) return shall be calculated from verified inventory sheets. Inventory shall be taken by Vendor and shall include the number of bouquets received, sold, and remaining. Inventory shall also be taken as to cash received prior to sales and cash on hand after sales. Verification shall appear in the form of an inventory sheet provided to College by Vendor.

Vendor agrees that the twenty percent (20%) return shall be made payable to "Orange Coast College" and mailed to College within thirty (30) calendar days of completion of commencement ceremonies and shall be accompanied by a reconciled revenue statement. Gross revenues, as referred to in this agreement, will be determined from a retail price of Ten and 00/100 Dollars (\$10.00) per 3 rose bouquet, twenty and 00/100 Dollars (\$20.00) per six-rose bouquet and thirty

• and 00/100 Dollars (\$30.00) per twelve-rose bouquet and Ten and 00/100 Dollars (\$10.00) per mixed flower bouquet. Orchid Leis will be sold at a price of Forty and 00/100 Dollars (\$40.00) per double lei and Thirty and 00/100 Dollars (\$30.00) per single orchid lei. Vendor hereby retains the right to determine the retail prices subject to College's approval.

- 10. In the event the premises are destroyed, partially or in whole by fire or other casualty, rendering the Vendor unable to provide a service, the Vendor may elect to terminate this contract by serving written notice to the College. If the Vendor is unable to operate due to an act of God or Man, beyond the College's control, no commission on sales payment shall be due.
- 11. Vendor agrees to assume full risk of loss of money and/or Vendor's property arising from any cause.
- 12. In the event changes to campus policy, commencement venue or regulations, frustrate or make performance impossible, College and Vendor retain the right under this section to either terminate the agreement, or attempt to negotiate appropriate amendments to this agreement.
- 13. College agrees to inform Vendor of the number of graduates who will participate in commencement ceremonies no later than four (4) weeks prior to the date of such activities. Vendor, based on prior experience, will calculate from the number of graduates, a projected percentage of bouquets and leis which will reasonably sell and then provide for sale that number of flower products.
- 14. Vendor may not use College's name in any form of business promotion, written advertisement or publicity without the prior written approval of College.
- 15. Indemnification. Vendor shall defend, indemnify and hold College, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Vendor, its officers, agents, or employees.
- 16. Insurance. Vendor, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:
 - A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of \$1,000,000 per occurrence.
 - B. Business Automobile Liability for Owned, Scheduled, Non-Owned or Hired Automobiles with a combined single limit of net less than \$1,000,000 per occurrence.

If the above insurance is written on a claims-made form, it shall continue for three years following the termination of this Agreement. The insurance shall have a retroactive date of placement prior to and coinciding with the effective date of this agreement.

C. Worker's Compensation and employers Liability Insurance in a form and amount covering Concessionaire's full liability under the Worker's Compensation Insurance and Safety Act of the state of California as amended from time to time.

It should be expressly understood, however, that the coverages and limits required under this paragraph 16A shall not in any way limit the liability of Vendor. The coverages referred to under (A) and (B) of this paragraph 16 shall be endorsed to include College as an insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or

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omissions of Vendor, its officers, agents, or employees. Concessionaire, upon the execution of this Agreement, shall furnish College with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day advance written notice to College of any modification, change, or cancellation of any of the above insurance coverages.

17. Any notice required hereunder shall be in writing and shall be addressed as follows:

College:
Orange Coast College
Attn: Kate Mueller
2701 Fairview Ave.
Costa Mesa, CA 92628-5005

Vendor:
Commencement Flowers
Attn: Robert Hall
1557 Regatta Road
Carlsbad, CA 92011

Either party may, by written notice to the other, change its own mailing address.

- 18. It is expressly understood that, for the purposes of this Agreement, Vendor is an Independent Contractor and is not an employee or agent of the College. As an Independent Contractor, Vendor is not covered under the College's Worker's Compensation self-insurance program or any other College insurance program. Any injury to Vendor or Vendor's employees arising out of, or resulting from, the performance of this Agreement is the responsibility of Vendor.
- 19. In the event Vendor fails to carry out or comply with any of the covenants or conditions of this Agreement, College may terminate this Agreement forthwith.
- 20. This agreement cannot be modified except by written instrument executed by both parties.
- 21. This agreement is not assignable and any attempt by Vendor to assign any of its interest herein shall immediately terminate this Agreement.
- 22. The person whose signature appear below, section I, warrants that he/she is duly authorized to execute this Agreement on behalf of Vendor.
- 23. The person whose signature appear below, section II, warrants that he/she is duly authorized to execute this Agreement on behalf of College.

The conditions in this Agreement are hereby accepted.

I. COM	MENCEMENT FLOWERS	II. COAST COMMUNITY COLLEGE DISTRIC	CT
Ву:		By:	
Print Name	ROBERT T. HALL	Print Name	_
Title	CEO	Title	
Date	9-12-12	Date	-

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CLINICAL AFFILIATION AGREEMENT

This Agreement is made this ____ day of ____ 2012, by and between the State of California acting through the Trustees of the California State University on behalf of CALIFORNIA STATE UNIVERSITY, FULLERTON, hereinafter called the ("University") and COAST COMMUNITY COLLEGE DISTRICT: ORANGE COAST COLLEGE, hereinafter called the ("Affiliate").

- A. Affiliate owns and operates a general acute care facility and skilled nursing facility.
- B. University is an institution of higher learning authorized pursuant to California law to offer fully accredited health science programs and to maintain classes and such programs at Affiliate for the purpose of providing clinical training for students in such classes.
- C. Affiliate operates clinical facility which is suitable for University's Clinical training programs offered in BSN; MSN: Leadership, Women's Health Care, School Nursing, Nurse Educator, FNP Concentrations; and DNP ("Program" or "Programs").
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Programs at Affiliate.
- E. The parties will both benefit by making a Program available to University students at Affiliate.

THE PARTIES AGREE AS FOLLOWS:

I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The maximum number of University students who may participate in the Program during each training period shall be mutually agreed by the parties at least 30 days before the training period begins.
- B. The starting date and length of each Program training period shall be determined by mutual agreement.

II. UNIVERSITY'S RESPONSIBILITIES .

- A. <u>Academic Responsibility</u>. University shall develop the curriculum of the Programs and shall be responsible for offering health care education programs eligible, if necessary, for accreditation and approval by any state board or agency.
- B. <u>Schedule of Assignments</u>. University shall notify Affiliate's Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.
- C. <u>Orientation Program</u>. University shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Affiliate.

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- D. <u>Records</u>. University shall maintain all personnel records for its staff and all attendance academic records for its students participating in the Programs. University shall implement and maintain an evaluation process of the students' progress throughout the Programs.
- E. <u>Discipline.</u> University shall be responsible for counseling, controlling and disciplining students.
- F. <u>Health Clearance</u>. University shall inform students of the students' need to comply with Affiliate's requirements for immunizations and tests, including but not limited to an annual health examination, negative tuberculin skin test/and or chest x-ray as required. Also, University shall inform students of the students' need to comply with Affiliate's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.
- G. <u>Student Responsibilities</u>. University shall notify students in the Program that they are responsible for:
- 1) Complying with Affiliate's clinical and administrative policies, procedures, rules and regulations, including undergoing and passing any required background check;
- 2) Arranging for their own transportation and living arrangements if not provided by University;
- 3) Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
 - 4) Maintaining the confidentiality of patient information:
 - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;
 - b) Neither University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Affiliate that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations;
 - c) Affiliate shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.
 - 5) Complying with Affiliate's dress code and wearing name badges identifying themselves as students;
 - 6) Attending an orientation to be provided by their University instructors;
 - 7) Notifying Affiliate immediately of any violation of state or federal laws by any student; and

- 8) Providing services to Affiliate's patients only under the direct supervision of the University faculty and/or Affiliate's professional staff.
- H. <u>Payroll Taxes and Withholdings</u>. University shall be solely responsible for any payroll taxes, withholdings, Workers' Compensation and any other insurance or benefits of any kind for University's employees and agents, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, either from University or Affiliate.
- I. <u>Background Checks</u>. If required by Affiliate, ensure that students complete any background check required by Affiliate and submit such results to Affiliate for review and approval.
- J. <u>Workers' Compensation</u>. University will provide students with Workers' Compensation coverage while students are participating in Affiliate's clinical training program.

III. AFFILIATE'S RESPONSIBILITIES

- A. <u>Clinical Experience</u>. Affiliate shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with clinical experience during the agreed upon dates and times (for pre-licensure students, the University faculty will be supervising the students).
- B. <u>Implementation of Programs</u>. Affiliate agrees to cooperate with and assist in the planning and implementation of the Programs at Affiliate for the benefit of students from University.
- C. <u>Orientation Program for University Instructors</u>. Affiliate shall provide an orientation for University instructors who will oversee students in the Program, and shall include all information and materials that University instructors are to provide during the student orientation required in paragraphs II.C and II.F.6) above.
- D. <u>Access to Facilities</u>. Affiliate shall permit students enrolled in the Program access to Affiliate facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Affiliate's activities.
- E. <u>Records and Evaluations</u>. University shall maintain complete records and reports on each student's performance and Affiliate staff shall provide input on student performance to University as requested (Only faculty can evaluate student performance for grading; Affiliate staff provide input on student performance at the prelicensure level).
- F. <u>Withdrawal of Students</u>. Affiliate may request that University withdraw from the program any student who Affiliate determines is not performing satisfactorily, refuses to follow Affiliate's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for Affiliate's request. University shall comply with the written request within five (5) days after actually receiving it.
- G. <u>Emergency Health Care/First Aid.</u> Affiliate shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Any emergency health care or first aid provided by

Affiliate shall be billed to the student at Affiliate's normal billing rate for private-pay patients. Except as provided in this paragraph, Affiliate shall have no obligation to furnish medical or surgical care to any student.

- H. <u>Student Supervision</u>. In the absence of University faculty, Affiliate shall permit students to perform services for patients only when under the supervision of a registered, licensed, or certified clinician/professional on Affiliate's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall train (students train vs. work), perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their University faculty and/or Affiliate-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace Affiliate's staff.
- I. <u>Affiliate's Confidentiality Policies</u>. As trainees, students shall be considered members of Affiliate's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Affiliate's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Affiliate shall provide students with substantially the same training that it provides to its regular employees.

IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

V. STATUS OF UNIVERSITY AND AFFILIATE

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either Affiliate or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or Workers' Compensation insurance. Students are, however, considered members of Affiliate's "workforce" for purposes of HIPAA compliance.

VI. INSURANCE

A. <u>University Insurance</u>. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. University shall provide Affiliate with evidence of the insurance required under this paragraph. University shall promptly notify Affiliate of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

The State of California has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

- B. <u>Student Insurance</u>. University shall ensure that each student in the Program; is covered during the term of this Agreement by professional liability insurance of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. University will provide evidence of a student's professional liability coverage to Affiliate upon request.
- C. Affiliate Insurance. Affiliate shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self- insurance. Affiliate shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Affiliate shall provide University with evidence of the insurance coverage required by this paragraph. Affiliate shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VII. INDEMNIFICATION.

- A. The University agrees to defend all claims of loss, indemnify and hold harmless the Affiliate and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.
- B. The Affiliate agrees to defend all claims of loss, indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University Fullerton and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the Affiliate or its employees, agents or volunteers in the performance of this Agreement.

VIII. TERM AND TERMINATION

- A. <u>Term.</u> This Agreement shall remain in full force and effective for an initial term of three (3) years beginning January 1, 2013 through December 31, 2016.
- B. <u>Renewal</u>. This Agreement may be renewed by mutual agreement.
- C. <u>Termination</u>. This Agreement may be terminated at any time by written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. GENERAL PROVISIONS

A. <u>Amendments</u>. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this

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Agreement or any extensions: Section II, Paragraph F, subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph H, to the extent it provides that students are members of Affiliate's "workforce" for purposes of HIPAA; Section III, Paragraphs H and I; and Section V. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

- B. <u>Assignment</u>. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. <u>Captions</u>. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- D. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- E. <u>Entire Agreement</u>. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- F. <u>Governing Law</u>. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- G. <u>Notices</u>. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

TO UNIVERSITY:

TO AFFILIATE:

California State University, Fullerton 2600 East Nutwood Ave., Suite 300 Fullerton, CA 92831 Attn: Angela Warren, Buyer III

Coast Community College District: Orange Coast College 2701 Fairview Road Costa Mesa, CA 92626 Attn: Sylvia Worden

X. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

CALIFORNIA STATE UNIVERSITY FULLERTON	COAST COMMUNITY COLLEGE DISTRICT: ORANGE COAST COLLEGE
Ву:	By:
Name: Angela Warren	Name: Jim Moreno
Title: Buyer III	Title: President Board of Trustees
Date:	Date:

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AMENDMENT NO. 2 TO SUBCONTRACT AGREEMENT BETWEEN CENTRAL TEXAS COLLEGE DISTRICT AND COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE)

The subcontract agreement dated November 17, 2009, between Central Texas College District and Coast Community College District (Coastline Community College) is modified herein as follows:

NCPACE SUPPORT

Contractor will staff one part-time employee at Pearl Harbor, HI and one part-time employee at Groton, CT to provide support to the Commands in response to delivery orders ordered under the NCPACE DL program from October 1, 2012 - September 30, 2013. Each employee will work no more than 15 hours per week. Contractor will invoice Subcontractor monthly at a rate of \$21.60 per hour, which includes salaries and benefits, for actual hours worked.

All other terms and conditions remain.

CENTRAL TEXAS COLLEGE DISTRICT

PER:	
	Michele J. Carter
	Director, Business Services/Contracting Officer
	P.O. Box 1800
	Killeen, TX 76540-1800
(COA	ST COMMUNITY COLLEGE DISTRICT STLINE COMMUNITY COLLEGE)
PER:	D. H. D. L. C.
	President, Board of Trustees
	1370 Adams Avenue
	Costa Mesa, CA 92626



Form **13533** (Rev. 9-2012)

VITA/TCE Partner Sponsor Agreement

We appreciate your willingness and commitment to serve as a sponsor in the Volunteer Income Tax Assistance (VITA) or Tax Counseling for the Elderly (TCE) volunteer tax return preparation programs.

To maintain program integrity and provide for reasonable protection of information provided by the taxpayers serviced through the VITA/TCE Programs, it is essential that partners and volunteers adhere to the strictest standards of ethical conduct and the following key principles be followed.

- Partners and volunteers must keep confidential the information provided for tax return preparation.
- Partners and volunteers must protect physical and electronic data gathered for tax return preparation both during and after filing season.
- Partners using or disclosing taxpayer data for purposes other than current, prior, or subsequent year tax return preparation must secure the taxpayer's consent to use or disclose their data.
- Partners and volunteers must delete taxpayer information on all computers (both partner owned and IRS loaned) after filing season tax return preparation activities are completed.
- Partners and site coordinators are expected to keep confidential any personal volunteer information provided.
- Partners will educate and enforce the Volunteer Standards of Conduct and the impact on volunteers, sites, taxpayers and the VITA/TCE Programs for not adhering to them.

1. Sponsor Name:	aunering to them.		
Coast Community College District (Coastline Community Co	ollege)		
2. Street Address: 11460 Warner Avenue	-30)	-	
3. City: Fountain Valley		4. State: CA	5. Zip Code: 92708
6. Telephone Number: 714-241-6209, Ext. 17306			
7. E-Mail Address:			
njones@coastline.edu			
Please review this form and Form 13615 Volunteer Stayou are agreeing: a) to the key principles, b) all volunteers participating in your return preparation straining, and	ite will complete the v	olunteer stanc	dards of conduct
 c) All volunteers will agree to the Volunteer Standards of d) Form 13615 will be validated and signed by a partner instructor or IRS contact). 	designated official (Si	te Coordinator	, partner,
The IRS may terminate this agreement and add-you to disreputable conduct that could impact taxpayers' confid your coalition members.	a volunteer registry, dence in any VITA/T	effective imr CE Program	nediately for s operated by you or
Sponsor Signature	Date		
Print Name	-		
Priyany A	t Notice		

Privacy Act Notice

The Privacy Act of 1974 requires that when we ask for information we tell you our legal right to ask for the information, why we are asking for it, and how it will be used. We must also tell you what could happen if we do not receive it, and whether your response is voluntary, required to obtain a benefit, or mandatory. Our legal right to ask for information is 5 U.S.C. 301.

We are asking for this information to assist us in contacting you relative to your interest and/or participation in the IRS volunteer income tax preparation and outreach programs. The information you provide may be furnished to others who coordinate activities and staffing at volunteer return preparation sites or outreach activities. The information may also be used to establish effective controls, send correspondence and recognize volunteers.

Your response is voluntary. However, if you do not provide the requested information, the IRS may not be able to use your assistance in these

programs

Form 13533 (Rev. 9-2012)

Catalog Number 38129E

Department of the Treasury - Internal Revenue Service

RULES & REGULATIONS FOR THE NEIGHBORHOOD COMMUNITY CENTER EVENT without ALCOHOL ROOM RENTAL

EVENT WITHOUT ALGOHOL ROOM RENTAL
GENERAL: The Neighborhood Community Center is a Non-Smoking City facility. Office Hours: Monday – Friday, 8:00am – 5:00pm Rental Hours: Sunday – Thursday, 8:00am – 11:00pm; Friday – Saturday, 8:00am – 1:00am
PREPARATION TIME: Allows for caterer, florist, and those preparing to enter the facility prior to start of event.
EVENT TIME: Upon arrival of guests, event time shall begin and continue through contracted hours. If event has over 100 guests expected to attend, Security Guards will be required, unless waived by Recreation Supervisor
CLEAN-UP TIME: Clean-up time is a minimum of fifteen minutes to one-half hour before exiting the meeting room. Rental of the Costa Mesa Room may require up to one hour of clean-up time. All personal items must be removed from the facility. WE DO NOT PROVIDE STORAGE. All items remaining in the facility will be subject to disposal and a fee may be retained from rental deposit. Initials:
DECORATING AND DISPLAY OF RESOURCE MATERIAL, SIGNAGE, ETC.: No objects are to be suspended, attached or affixed to ceilings, walls, window blinds, stage floor, stage drapes, dance floor or carpeted folding doors. No tape, tacks or pins are to be used on facility property or furnishings. NO CANDLES, CONFETTI OR GLITTER are allowed in or around the facility. Prior approval must be obtained for use of helium balloons. It is suggested that the patron concentrate on table decorations and portable room decorations only. Patron may request use of easels for signage. Initials:
ANIMALS: Only service animals are allowed in the building pursuant to ADA regulations. Permission for any other animals requires prior approval from the Recreation Coordinator at the Neighborhood Community Center.
CLEAN-UP: The PATRON is responsible for wiping spills from tables, chairs, walls, carpet; removal of trash can liners to outside dumpsters; removing large pieces of trash, balloons, etc. from the carpet area and stage, and cleaning of the kitchen. Cleanup may include vacuuming and/or mopping. NOTE: ALL GREASE and FOOD ITEMS such as rice, beans, and meat MUST BE DISPOSED OF IN OUTSIDE DUMPSTER. Rental deposit may be retained for insufficient clean-up.
PARKING: There is absolutely no loading, unloading, or parking in any area other than marked parking stalls.
RENTAL DEPOSITS: All rental deposits are in addition to rental fees and are refundable after the rental, provided patron abided by all rules, is out of the facility on time, clean up has been done properly and there has been no damage to facility and furnishings. If any of the above requirements have not been met, an appropriate amount of the rental deposit will be retained. Any group using the Neighborhood Community Center will be invoiced any additional cost over the deposited amount, for loss or damage to equipment. Initials:
NOTICE OF CANCELLATION AND FEE INCREASES: All cancellations must be made in writing for a rental refund consideration. Refunds are subject to a cancellation fee. When applicable notice of cancellation is provided, all pre-paid rental fees and the cleaning/damage deposit will be refunded minus the cancellation fee. Cancellation requests made LESS than ONE HUNDRED TWENTY (120) days prior to scheduled use of Costa Mesa, Adams or Baker Rooms and LESS than SIXTY (60) days prior to the use of Fairview, Harper, Paularino, Victoria and Hamilton Rooms shall result in forfeiture of all pre-paid rental fees, and a cancellation fee will be retained from the cleaning/damage deposit collected by the City. All facility rental fees are subject to change.
The City reserves the right of cancellation with NINETY (90) day notice*. Cancellation by the City will result in a full-refund. *Note: If a cancellation is necessary, notice will be given as far in advance as possible, but not less than ninety days, barring unforeseen emergency or act of nature. The City reserves the right to increase fees. Initial:
ACKNOWLEDGEMENT: I have received the following documents: copy of contract; general rules/regulations for facility; fees applicable for reservation, map and event set-up sheet. Initial:

I understand that all events contracted after December 1, 1999, may require us to abide by all new and/or revised rules and regulations pertaining to the facility limited hours of contract and security services upon implementation. **Initial:**

RULES & REGULATIONS FOR THE NEIGHBORHOOD COMMUNITY CENTER MEETING AND CONFERENCE ROOM RENTAL

ALCOHOL Per City Council action (February 20, 2001), specific guidelines and rules are applicable when alcoholic beverages are consumed in the facility. This contract is specifically for meetings and gatherings where non-alcoholic beverages are serf I understand that alcohol is prohibited on the premises during my meeting at the Neighborhood Community Center. Initial: _ BEVERAGE RESTRICTIONS No beverages red in color are allowed at the Neighborhood Community Center. Initial: ______ NOISE RESTRICTIONS We try to be good neighbors in this residential area; therefore, noise level is monitored. Musicians and/or entertainment must adhere to appropriate dB levels for this facility. NCC staff will provide one warning only. Failure to heed warning may result in shut-down of your party. Initial: OTHER RESTRICTIONS No smoke/fog machines, bubble machines, or electric generators allowed in this facility. Initial: Backstage access is for loading and unloading only. Backstage power outlets are not available. There is no food or drink allowed backstage. Initial: _ STATEMENT OF UNDERSTANDING & RECEIPT: I, hereby acknowledge that the rules and regulations pertaining to the rental rooms at the Neighborhood Community Center, 1845 Park Avenue, Costa Mesa, CA 92627, have been explained to me in full and that all paperwork, permits, changes to contract or payments due for SEMINAR ROOMS must be received in the business office thirty (30) days prior to event and COSTA MESA ROOM must be received in the business office forty-five (45) days prior to event. Failure to submit paperwork, permits, and/or monies due may result in cancellation of permit and any reservation dates on said permit. Initial: _____ Paperwork, permits, changes and monies are due by: _____ Initial: __ WAIVER: I, the undersigned, do hereby agree to indemnify and hold harmless the City of Costa Mesa, and any of their officers, ager or employees from any liability or claim or action for damages resulting from or in any way arising out of the use of the fact. or equipment and will agree to abide and enforce the Rules, Regulations and Policies governing the facility as set forth by the City of Costa Mesa. Said patron will accept all responsibility for any damage to premises, furniture, equipment, or grounds resulting from use of facility. I HAVE READ AND AGREE TO ALL THE RULES, POLICIES AND REGULATIONS FOR THE NEIGHBORHOOD CENTER. Please print name (patron making reservation): Jim Moreno, Board President Coast Community College District Please sign name (patron making reservation): Date: Coastline College Awards Event Name: Initial: Prep Time: April 18, 2013 Event Date: Initial:_____ Event Time: Carol Spoja (cspoja@coastline.edu) Contact: Cell phone number or e-mail address Initial:____ Clean-up Time: NCC Representative Approval: Permit # Projected Attendance: Approved: ______ Date:



Coastline Community College REQUEST FOR SERVICE

We understand that GradImages® will:

- Schedule professional photographers to arrive at least ninety (90) minutes before each ceremony to arrange the photographer's position with the school contact.
- Mail and/or email each graduate photographed a passport-sized photo proof image within 5 days of the
 graduation, along with the opportunity to select from a variety of photo packages, with no obligation to
 purchase.
- Fulfill the orders of graduates and ship them within 7 days of receiving their orders.
- Guarantee complete satisfaction to the students and their parents, or their money will be refunded.
- Protect the students' right to privacy by not selling or providing the names and addresses of our candidates for graduation to another company for any purpose.

Additionally, GradImages® will:

- Provide this service at no cost to the school.
- Provide photographer on location to take public relations photos before, during and after the event of
 various faculty members, administration, and candids of graduates. Provide the school with documentation
 of the ceremony, speakers and dignitaries through images furnished on a CD or other appropriate media.

We agree to provide GradImages®:

- Exclusive rights to capture the image of the graduates by means that include still photography. This is for the purpose of producing photographs and images to be marketed to the graduates by means that include, but are not limited to, mail, e-mail, telephone, fax and Internet.
- School will provide name calling cards which graduates can voluntarily fill out with their emails, phone numbers and or mailing address if they would like to obtain their graduation photos from GradImages®. There is no obligation to purchase any of these photos by your students or the school.
- The rights to photograph our graduates through 2013.
- This agreement can be extended for an additional two year period at the discretion of an authorized school representative.

Please sign and return a copy to GradImages®.

	Taska Watkins
Authorized Signature School Representative	Authorized Signature GradImages®
	A division of Event Photography Group
	<u>Tasha Watkins 9/27/2012</u>
Printed Name & Date Signed	Printed Name & Date Signed
	Regional Account Manager
Title	Title

3940 Martin Hurst Road Tallahassee, FL 32312

Phone: 800-628-4509 Fax: 850-574-0774



TSA OFFICER EDUCATION PROGRAM DELIVERY AGREEMENT GCC-TSA

This TSA Officer Education Program Delivery Agreement, dated November 8, 2012, is entered into by and between Global Collaborative Connection™ dba Global Corporate College® (GCC) located at 6001 Cochran Road, Suite 305, Solon, OH 44139 and Coast Community College District (Coastline Community College or "CCC"), 11460 Warner Avenue, Fountain Valley, CA 92708. GCC and CCC may be referred to herein individually as Party, or collectively as Parties. This Agreement is effective upon the latest date of execution of this Agreement by the Parties ("effective date"). The term of this Agreement commences on the effective date and shall continue until July 30, 2013, at which time the Agreement shall terminate. This Agreement may be extended or amended by written agreement of the Parties.

Description of Service:

The Transportation Security Administration (TSA) is providing its Transportation Security Officer (TSO) workforce at airports throughout the nation with the opportunity to work toward a TSA Homeland Security Certificate *and/or* Associates Degree in Homeland Security or a related field. Global Corporate College® (GCC) has been contracted to deliver this education through the community college network.

Coastline Community College has been selected to participate in the TSA Officer Education Program for the Officers working at John Wayne Airport (SNA) in Orange County, California. The TSA Officer Education Program will be delivered at or near this airport location. Each session will be delivered at the airport once per week, at a time as mutually agreed upon by the Parties, and as near as practical to the Officer shift change schedules. Participants completing instruction shall receive three (3) credit hours for successful completion of each course in the program.

The TSA Officer Education Program consists of three courses of three units each taken as a cohort by TSA Officers. Each course shall be considered as a course leading towards an A.A. degree. The TSA Officers receive a Certificate of Achievement from TSA upon successful completion of the following three courses:

- Introduction to Homeland Security
- Intelligence Analysis & Security Management
- Transportation and Border Security

College Contact:

Bill Kerwin

Acting Dean, Military/Contract Education Programs

Telephone: 714.241.6161

Email: bkerwin@coastline.edu

GCC Contact:

Judy Jarrell, GCC Program Manager

Telephone: 410.421.5421

Email: <u>Judy.Jarrell@globalcorporatecollege.com</u>

Geraldine Weiser, Director of Client Services

Telephone: 440.793.0202

Email: Geraldine.Weiser@globalcorporatecollege.com



College Course Delivery Requirements:

This Agreement governs the delivery of the following Course for the Spring 2013 Semester:

CCC shall provide one three unit class, titled "Introduction to Homeland Security" to TSA Officers at John Wayne Airport. This class offering is open to a maximum of 25 Participants. There is no minimum specified enrollment.

The Parties agree that CCC may offer additional sections of this Class based on participant demand excess the maximum participant count per/course, at the per/course rates specified in this Agreement.

CCC shall complete Spring 2013 course instruction by no later than June 20, 2013.

Subject to federal funding and only when authorized by a separately executed Agreement, CCC may further support the TSA Officer Education Program in the Fall 2013 Semester by offering a three unit credit class, titled "Intelligence Analysis and Security Management" to TSA Officers at John Wayne Airport.

Subject to federal funding and only when authorized by a separately executed Agreement, CCC may further support the TSA Officer Education Program in the Spring 2014 Semester by offering a three unit credit class, titled "Transportation and Border Security" to TSA Officers at John Wayne Airport.

CCC Agrees to the following Terms:

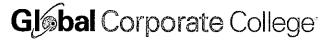
- 1. CCC shall perform the services called for by this Agreement in accordance with the prevailing education delivery standards within the California community colleges.
- Award 3 college credits to each Participant for their successful completion of each of the three courses referenced above. These credits will apply toward a degree program offered by CCC.
- 3. Align all required TSA learning objectives for each course to CCC's course and/or student learning outcomes. Organize concepts to be taught in a logical and understandable sequence covering all learning objectives as outlined in the course syllabus and lesson guides. Include experiential writing assignments where appropriate.
- 4. Follow classroom routines including but not limited to the following:
 - a) Start and end class on time
 - b) Provide a classroom environment conducive to learning
 - c) Provide course outlines and syllabi to participants at beginning of course



- d) Administer rules consistently and fairly
- e) Establish and maintain classroom control
- f) Return tests, labs and homework in a timely manner
- 5. Handle administrative routines in a timely manner:
 - a) Select and purchase, no later than 1 week <u>prior</u> to the course start, textbook from GCC provided recommended list. CCC will be reimbursed for the textbooks within 30 days of presentation of invoice.
 - b) Submit instructor resume to TSA via GCC no later than two (2) weeks <u>prior</u> to course start date.
 - c) Submit course syllabus to GCC on behalf of TSA no later than one (1) week <u>prior</u> to course start date.
 - d) Complete participant course registration at airport prior to or at first class meeting.
 - e) Maintain positive attendance records on provided form and submit attendance upon the conclusion of each course to GCC on behalf of TSA.
 - f) Release final grades in alpha format to GCC on behalf of TSA no later than ten business days after the last class of each course.
 - g) Submit completed end-of-course questionnaires to GCC on behalf of TSA no later than ten business days after the last class of each course.
 - h) Share CCC's academic honesty policy to the Participants.
 - i) Promptly Inform GCC if an instructor has been removed from a course set forth in this Agreement during any portion of a semester.
- 6. Work cooperatively with the John Wayne Airport Educational Coordinator and staff and participate in conference calls and client meetings as requested, including participating in initial college/airport partnership planning meetings; participating in recruiting information sessions at airport; working collaboratively with airport TSA staff on publicity opportunities; Participate at the TSA Certificate of Achievement Ceremony after the first cohort completes all three (3) courses.
- 7. Work with the local TSA Education Coordinator to gain publicity approval prior to any publication regarding the services provided under this agreement (including but not limited notices, information, pamphlets, press releases, research, and reports).
- 8. Maintain confidentiality of student records, including compliance with FERPA and other applicable federal and state laws. Except as required under federal and state law, including California's Brown Act and Public Records Act, prohibit the disclosure of proprietary or confidential TSA information to any third person.



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	9. Perform any other duties as necessary to ensure the delivery of the academic course for the TSA Associates Program.
	10. By this Agreement, CCC shall offer to TSA Officers additional courses as part of an academic pathway to an Associate in Arts Degree or Certificate in Homeland Security at the "Additional Participant Rate" set forth herein.
Key Dates:	Registration Period: Participants shall be allowed to enroll in each course from 60 days prior to the first scheduled day of class until the end of the first day of class.
	Participant Course Drop Date: Participant may drop a course and shall not experience an academic transcript entry if Participant drops the Course on or before 20% of the scheduled class meetings have occurred.
	Participant Course Withdrawal Date: Participant may withdraw from a course and receive a "W" (withdrawal) instead of receiving a "F" (fail) grade on their academic transcript, if Participant requests a withdrawal after 20% but on or before 75% of the scheduled class meetings have occurred.
CCC Invoicing:	CCC will submit a semester invoice to GCC for submission/presentation to TSA after the Participant Course Drop Date. This invoice will apply for Participant enrollment in course offered during that specific semester.
	CCC will submit an invoice to GCC for CCC costs expended in obtaining the required course textbooks, including related expenses such as shipping, after the Participant Course Drop Date. This invoice will apply to textbook costs incurred for all classes offered during that specific semester.
Course Fee Structure:	The Course fees shall be as follows:
	1. "Introduction to Homeland Security" Course: Minimum Fee of \$8,250 for up to 15 Participants. Additional Participants, up to 25 total participants at a fee of \$475 for each Participant. GCC/TSA's obligation to pay CCC for Course Fees shall not be subject to adjustment once 10% of the scheduled class meetings have occurred, regardless of Course Participant enrollment.
	2. Course Management Fee. CCC shall also receive a course management fee of \$250 for each class offered under this Agreement.



obal Collaborative Connection™	Coast Community College District (Coastline Community College)	
Ву:	Ву:	
Print Name: G. Denise Reading	Print Name:	
Title: President	Title: President, Board of Trustees	
Date:	Date:	

Please sign and return to Global Corporate College via email at agreement@globalcorporatecollege.com or fax to 440.498.0283 or mail to Judy Jarrell c/o Global Corporate College, 6001 Cochran Road, Suite 305, Solon, OH 44139 Telephone: 410.421.5421

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Coast Community College District

AGREEMENT FOR EMPLOYMENT TRAINING PANEL TRAINING FUND REIMBURSEMENT & ADMINISTRATION

This Agreement is between California Rain Company, Inc., hereinafter referred to as "Participating Company" for Employment Training Panel (ETP)/State of California Funding reimbursement, and Coast Community College District and Coastline Community College and its Coastline Institute for Economic Development (CIED) (Contractor) for training fund reimbursement and ETP contract administration under the terms of the California Employment Training Panel (ETP) Multiple Employer Agreement (MEC) Agreement # ET 12-0273

EMPLOYMENT TRAINING PANEL (ETP)

- 1. Training provided by Participating Company, Performance Ascent, Inc., known as Subcontractor, shall be in accordance with this Agreement and with the ETP Agreement, which shall be deemed part of this Agreement. This Agreement is for the Training and Administration provided under the Contractor Agreement with ETP.
- 2. Participating Company shall be responsible for classroom/lab training as follows:
 - a. Training shall be in the subject area listed in the **Manufacturing Skills** section of the Training Curriculum Menu, by its qualified internal trainers, as specified in the ETP Agreement.
 - b. The number of training hours under this Agreement are determined in advance as recorded with the Contractor and stipulated in the ETP Agreement at a rate of twenty three dollars and fourteen cents per hour.
 - c. Subcontractor shall document all classroom training on forms provided by Contractor. Subcontractor will coordinate with Contractor to ensure the completion of these forms, including necessary signatures from trainees and trainers as directed by Contractor. Subcontractor and Participating Company shall make no additions, changes, or deletions to these forms.
 - d. Performance Ascent, Inc. (PAI) a CIED training sub-contractor will provide onsite classroom/lab training as described in the Continuous Improvement section of the Training Curriculum Menu by its qualified instructors, as specified in the ETP Agreement, and tailored to the Participating Company needs and requirements using its Business Improvement System stated in the CIED Engagement Plan. PAI will also assist with the collection and approval of the classroom/lab training rosters at no additional cost.
- 3. Contractor shall provide ETP funding administration services for the rate of 13% of the contract amount.
- 4. In the event of early termination between Contractor and the Participating Company, Contractor may withhold payments of any unearned ETP progress payments. Should evidence exist that demonstrates a risk, Contractor may withhold progress payments accordingly to Participating Company.
- 5. In the event that projected reimbursement drops below 50% of projected reimbursement for a Participating Company, Contractor may reduce progress payments accordingly.
- 6. After completion of training and during the ETP retention period, Participating Company will assist Contractor in obtaining necessary trainee employment and job retention information required by ETP.
- 7. Contractor will pay Participating Company a final payment for qualified trainees in the amount listed in the ETP Agreement within 30 days of Contractor's receipt of: (1) progress payments; (2) final payment from ETP; (3) notification from ETP that the trainee has qualified for final payment; and, (4) completion of all retention periods for all trainees. Qualification for final payment from ETP means the trainee was eligible for ETP training, completed the classroom/lab training, and was retained in qualifying employment for the required retention period of 90-days (employees are pre-qualified before the start of training).

- 8. If through a post-training audit or other means ETP rescinds its approval and demands repayment for one or more final payments, Participating Company will return such payments to Contractor.
- 9. The term of this Agreement shall be consistent with the term of the ETP Agreement.
- 10. The ETP is not a party to this Agreement nor is Subcontractor a beneficiary in any way under the Agreement between ETP and the Contractor. ETP shall not be obligated in any manner to Subcontractor/Participating Company for any liability to Subcontractor/Participating Company that might arise out of this Agreement. No third party relationship is intended or created between any subcontractor and ETP.
- 11. ETP, or its authorized representative, upon reasonable notice, shall have the right, during normal business hours to examine and audit any and all records, books, papers, and documents related to the conduct of the training or services provided to the Contractor by the subcontractor to the extent ETP believes necessary to assure compliance with the ETP Agreement. Contractor shall ensure that ETP has access to all subcontracts and other records that adequately identify the hours and types of training or services provided to the Contractor by the subcontractor and the number of subcontractor personnel involved in this work. Upon prior reasonable notice from ETP, Contractor shall provide ETP with Copies of any subcontracts.
- 12. ETP, or its authorized representatives, shall have the right, during normal business hours, to freely observe and monitor all performance under this Agreement, including interviews with trainees and employees without the presence of the subcontractor.
- 13. All finished or unfinished documents, data, studies, and reports prepared by the Subcontractor/Participating Company for the Contractor shall be disposed of under the direction of the Contractor and ETP.
- 14. To the extent permitted by law, Subcontractor/Participating Company agrees to indemnify, defend and hold harmless the Contractor and ETP and their respective officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation which may be injured or damaged by subcontractor during the Agreement term. Contractor agrees to indemnify, defend and hold harmless the Subcontractor and their respective officers, agents, and employees from any and all claims and losses accruing or resulting to any party in connection with the performance of the Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation which may be injured or damaged by Contractor during the Agreement term
- 15. Records must be kept for a period of no less than four (4) years from the termination date of the ETP Agreement or three (3) years after final payment under the ETP Agreement, whichever is later.
- 16. During the performance of any subcontract, Subcontractor and any of its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, and denial of family care leave. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- 17. This Agreement shall be governed by the laws of the State of California. Participating Company/Subcontractor has reviewed the terms and conditions contained in the ETP Agreement and agrees to comply with applicable provisions.
- 18. This Agreement is effective only if the Agreement between ETP and the Contractor is executed.
- 19. This Agreement may be terminated by either party with notice of breach and the specific circumstances of the breach provided in writing to the breaching party with 30 days notice to correct such breach. Termination may be affected after 30 days provided the breaching party has not corrected the breach to the other party's satisfaction and provided the termination requirements listed below are met:
 - a. Participating Company ETP training-in-progress is completed in accordance with this Agreement and in a manner intended to prevent damage to the Participating Company and ensure that the training required completing the ETP requirements is fulfilled.
 - b. All payments due to subcontractor will be made in accordance with this Agreement.
 - c. State funding approval
- 20. The Contractor and Subcontractor agree that any and all unresolved disputes relating to this Agreement will be submitted to binding arbitration. The losing party shall be responsible for all related legal and arbitration costs of the other party.
- 21. This Agreement may be amended in writing by mutual agreement of both parties.

Blanket Agreement Items

Engagement Plan: Specific services delivered to Participating Company by PAI will be described in the CIED Engagement Plan, detailing required workshops that will become part of this Agreement after approval by Participating Company.

Company Obligations: Participating Company will provide all training facilities, equipment, trainee, other information, and access and participation of trainees as required for the successful and complete implementation of the services in this Agreement.

Confidentiality: Participating Company, CIED and PAI shall at all times maintain in the strictest confidence all information that is of a confidential and proprietary nature, and both PAI and Company shall exercise reasonable measures to prevent the unauthorized use of this information. PAI will be authorized to publish one or more case studies at its own expense to be used to meet PAI and/or government funding agency requirements. Such case studies shall be reviewed and approved by Company in a timely manner and approval shall not be unreasonably withheld.

Protection of Employees: Participating Company, CIED and PAI shall not solicit for employment or hire employees or contract consultants of the others' organization unless specific advance written approval is given.

Copyright and Licensing: Participating Company acknowledges that materials provided to Participating Company by PAI are copyrighted by PAI or its contractors. These materials may not be duplicated without prior written approval of the copyright owner.

Contracting: PAI shall contract at its sole discretion with consultants and instructors in order to fulfill the services within this Agreement.

Approval: Upon approval by Participating Company and CCC / CCCD / CIED, this becomes an Agreement between the parties. The undersigned warrants that he or she is an authorized representative of Participating Company approved to sign this Agreement.

CIED ENGAGEMENT PLAN – Description of Performance Ascent, Inc. (PAI) Services (Business Improvement System – BIS)

Payments: Participating Company will pay Contractor the difference between the cost of training and ETP reimbursement.

Successful Completion: Successful Completion is described as: (1) completion of all agreed upon workshop and improvement activities by all company-selected participants as provided in the PAI BIS Plan below; and (2) completion of all workshop activities within the Project Scope.

Cancellation or Rescheduling of Services:

- (1) If Company requests that any service or course be rescheduled more than 11 calendar days in advance of the scheduled start date, PAI provides at least three alternative dates. If your company is unable to reschedule, PAI reserves the right to consider the course or other service canceled, subject to the fees described in items 3-6 below based on Effective Daily Rate.
- (2) If Company requests that any service or course be rescheduled less than 11 calendar days in advance of the scheduled start date, PAI reserves the right to consider the course or other service canceled, subject to the fees described in items 3-6 below based on effective daily rate listed in the Cost Per Workshop.
- (3) If Company cancels a course or scheduled service more than 60 calendar days in advance of the course start date, there is no cancellation fee.
- (4) If Company cancels a course or scheduled service between 31 and 60 calendar days in advance of the scheduled start date, inclusive, 50% of the fees for scheduled courses and/or services are due.
- (5) If Company cancels a course or scheduled service between 12 and 30 days in advance of the scheduled start date, inclusive, 75% of the fees for courses and/or services are due.
- (6) If Company cancels a course less than 11 calendar days in advance of the scheduled start date, 100% of the fees for courses and/or scheduled services are due.
- (7) Assigned consultant or instructor may waive fees.

NOTE: "Cancellation" is defined as Participating Company has elected not to proceed or reschedule the training session.

Expenses: Travel expenses will be billed separately including airfare, if needed, lodging, meals, and mileage will be billed monthly at actual cost, and pre-approved by Contractor and Participating Company. If preferred, assigned consultant or instructor may direct bill Contractor for expenses.

Other Expenses: Project Management, Business Assessment, and Materials, not normally covered by ETP will be billed separately.

PAI Business Improvement System

The following table represents the workshops available for the PAI BIS Engagement. The BIS Engagement is designed as a complete system, and implementation should follow the published BIS Plan sequence order to be effective. The workshops you are agreeing to schedule within this Agreement are shown below in the "This Engagement" column. The workshops are tailored to each Participating Company by PAI to ensure needs and requirements are met.

This Engagement	Number of Trainees	Hours per Workshop*	Number of Workshops
Business Assessment – Not funded	TBD	8	1
Strategic Planning	12	24	3

Lean Improvement Planning	12	24	3
Process Improvement & Problem Solving	9	32	4
Workforce Training Objectives	12	8	1
Workforce Development (Lean	10	40	5
Manufacturing, w/ 5-S Event)			
Kaizen Leader Training	8	16	2
Kaizen Events	8-10	32	4

Kaizen can range from 2 to 5 days

1213 E. 14th Street Los Angeles, CA 90021

- 1. Courses will be delivered in 8-hour sessions unless otherwise specified. Less than 8-hour sessions will be subject to surcharges, unless otherwise stated.
- 2. Course pricing please reference the PAI BIS Proposal Cost Per Workshop subject to change with 30-day notice. No changes will be made to pricing in this engagement provided workshops are completed within the period of the Agreement.
- 3. Consultants and instructors must utilize copyrighted materials and may not be copied without written approval.
- 4. Course materials included for up to 10 participants. There will be an additional charge for additional participants.

NOTE: Number of hours and participants may vary pending result of the Business Assessment

Approved for Participating Company/Subcontractor:		Approved for Contr	actor:	
Signature	Date	Signature	Date	
Jack Chang				
President				
California Rain Company, In	c.			

Amendment to Agreement

<u>between</u>

Coast Community College District

and

Worth Publishers

<u>re</u>

Psychology: The Human Experience

This is an amendment to an Agreement ("Agreement") between Coast Community College District("Coast") and Worth Publishers ("Publisher") executed by Coast on July 22, 1999, with respect to a telecourse entitled *Psychology: The Human Experience* ("Project Telecourse").

WHEREAS, pursuant to the Agreement, Coast has granted Publisher the right to publish and sell a student guide ("Telecourse Student Guide") to accompany the Project Telecourse, and Publisher has agreed to pay certain royalties thereon:

WHEREAS, Publisher wishes to publish the Fourth Edition of the Telecourse Student Guide, presently entitled *TELECOURSE STUDENT GUIDE* for *Psychology: The Human Experience to Accompany Discovering Psychology* by Hockenbury & Hockenbury, the Publisher and Coast wish to have Coast prepare the necessary revisions for the Fourth Edition under the same terms and conditions applicable to the Telecourse Student Guide under the Agreement which will correspond to the Sixth Edition of the text, presently entitled, *Discovering Psychology*, by Hockenbury & Hockenbury;

NOW, THEREFORE, it is mutually understood and agreed as follows with respect to the Third Edition:

- 1. Coast hereby grants to Publisher the right to print, publish, and sell the Fourth Edition under the same terms and conditions applicable to the First Edition Telecourse Student Guide pursuant to the Agreement.
- Coast shall deliver to Publisher on or before October 24, 2012 camera-ready
 mechanicals for the Fourth Edition, satisfactory to Publisher in content and form,
 and suitable for a book of approximately 400 pages in length, provided the Publisher
 delivers all final page proofs or finished textbook to Coast by December 18, 2012.
- 3. Publisher shall pay to Coast the sum of \$4,000.00 as a grant for revision to accommodate new edition of Discovering Psychology by Hockenbury & Hockenbury, payable as follows:
 - (a) \$2,000.00 upon Coast's written request after execution of this Amendment; and
 - (b) \$2,000.00 upon Coast's written request after Publisher's acceptance of the complete and satisfactory camera-ready mechanicals.
- 4. Pursuant to the terms of Section 9 of the Agreement, the copyright for the Fourth edition, entitled *Course Student Guide for Psychology: The Human Experience* shall be registered to Coast Community College District.
- 5. The warranties and indemnities expressed in Paragraphs 10 and 14 of the Agreement

shall be extended to include any new material added by Coast to the Fourth Edition.

- 6. All notices to Coast are to be sent to: Dan Jones, Executive Dean, Office of Learning & Information Technologies, Coastline Community College, 11460 Warner Avenue, Fountain Valley, CA 92708-2597, and President, Board of Trustees, Coast Community College District, 1370 Adams Avenue, Costa Mesa, CA 92626.
- 7. All notices to Publisher are to be sent to:
 Elizabeth Widdicombe
 Worth Publishers
 41 Madison Avenue
 New York, NY 10010-2022

EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to be effective as of execution and approval.

AGREED: Coast Community College District:	Bedford, Freeman & Worth Publishing Group, LLC
By President, Board of Trustees	ByElizabeth Widdicombe President and Publisher
With Notification to:	
Executive Dean, Office of Learning & Information Technologies 11460 Warner Avenue Fountain Valley, CA 92708-2597	Acquisitions Editor Worth Publishers 41 Madison Avenue New York, NY 10010-2022
President, Board of Trustees	
Coast Community College District	
1370 Adams Avenue	
Costa Mesa, CA 92626	
APPROVED AS TO FORM	
District General Counsel	

USER AGREEMENT FOR REFPAY PAYORS

This User Agreement ("Agreement") is a contract between you, RefPay and the Bank. This Agreement governs your use of the RefPay Services and the Website. You must read, agree to and accept all of the terms and conditions contained in this Agreement in order to use the RefPay Services and the Website. This is an important legal document that you must consider carefully when choosing whether to use the RefPay Services.

BY CLICKING "I AGREE" BELOW, OR BY USING THE REFPAY SERVICES AS A PAYOR, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS YOU MUST NOT ACCESS THE REFPAY SERVICES.

This Agreement contains 44 sections, and you may jump directly to any section by selecting the appropriate link below. The headings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions, and we have provided them in section 44.

- 1. Purpose
- 2. Establishing and Funding Your Account
- 3. Your Relationship with the Bank
- 4. Your Relationship with RefPay
- 5. Relationship between the Bank and RefPay
- 6. The Trust Account
- 7. Registering RefPay Users
- 8. Payments
- 9. Account Statements
- 10. Unauthorized Transactions
- 11. Errors by RefPay
- 12. Fees for Funding Accounts
- 13. Fees for Payments
- 14. Investment of Funds
- 15. Fees to RefPay
- 16. Notices to You
- 17. Notices to RefPay
- 18. Identity Authentication
- 19. Closing Your Account

- 20. Termination
- 21. Accounting and Taxes
- 22. Intellectual Property
- 23. Restricted Activities
- 24. Limitation on Duties of RefPay
- 25. Amendment
- 26. Removal of Bank
- 27. Resignation of Bank
- 28. Successor Bank
- 29. Compensation for Bank
- 30. Limit on Liability
- 31. No Expenses for the Bank
- 32. Certain Duties and Responsibilities of the Bank
- 33. Indemnification
- 34. Trust Agreement for Benefit of Certain Parties Only
- 35. Situs of Trust
- 36. Successors and Assigns
- 37. Privacy
- 38. Disputes with RefPay
- 39. Law and Forum for Disputes
- 40. No Waiver
- 41. No Warranty
- 42. Complete Agreement
- 43. Effective Date
- 44. Definitions
- 1. <u>Purpose</u>. This Agreement will allow you to establish an Account with RefPay and to deposit Funds into a RefPay Trust Account in order to use the RefPay Services to automate your payments to RefPay Users.
- 2. <u>Establishing and Funding Your Account.</u> You must establish an Account on the Website in order to make Payments to RefPay Users using the RefPay Services. Once your Account is established, you must fund the Account in an amount of U.S. dollars sufficient to cover any Payments entered by you on the Website. Funding your Account may be accomplished by (i) requesting an ACH debit through the Website into a RefPay Trust Account or (ii) providing a

check to the Bank, as trustee, in the manner described on the Website. In the case of an ACH transfer, you authorize RefPay to initiate, and your financial institution to honor, electronic debits and credits in the amount you designate through the Website. You may be charged a fee to cover transaction charges associated with ACH transfers to your Account as described in section 12. You understand that it is your responsibility to monitor and maintain Funds in your Account. RefPay may not authorize Payments by you in excess of the positive balance in your Account.

- 3. Your Relationship with the Bank. The Bank will act as trustee of the RefPay Trust Accounts and, subject to the terms and conditions of this Agreement, will act for the benefit of all RefPay Payors having Funds deposited in RefPay Trust Accounts. The Funds will be held in the name of the Bank as trustee. You specifically acknowledge and agree that Funds deposited by you into a RefPay Trust Account will be pooled and commingled with Funds submitted by other RefPay Payors and amounts due and owing to RefPay as its fees pursuant to the terms of this Agreement. The Bank will hold your Funds in the RefPay Trust Account for your use and benefit in accordance with and subject to all of the terms and conditions contained in this Agreement.
- 4. Your Relationship with RefPay. You hereby appoint RefPay to act as your designated agent for purposes of this Agreement. Among other things, you hereby expressly authorize RefPay to (i) perform the RefPay Services; (ii) maintain records of your Account and all Payments; (iii) direct the Bank to invest the Funds as provided in section 14; (iv) authorize and direct the Bank to disburse Payments to RefPay Users; (v) make individual Payment information available to the applicable RefPay User; and (vi) take any other action that RefPay deems necessary or desirable to carry out the transactions constituting the RefPay Services, subject to the provisions of section 24. RefPay agrees to act in accordance with the data, instructions and directions entered by you on the Website. You hereby authorize the Bank to follow the instructions of RefPay (whether electronic, written or oral) and you agree that the Bank may completely rely on such instructions of RefPay without further investigation or authorization from you.
- 5. Relationship between the Bank and RefPay. For purposes of collecting information from you and authorizing, authenticating and completing Payments to RefPay Users, RefPay will be acting as an agent for the Bank. You acknowledge and expressly agree to RefPay's acting as both your agent and as the agent for the Bank for purposes of this Agreement. You hereby waive any conflict resulting from such relationships. The Bank also agrees that RefPay will be acting as an agent for both you and the Bank for purposes of this Agreement. The Bank agrees to be solely responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of the RefPay Trust Accounts; (ii) the acceptance of the RefPay Payor as a trust customer of the Bank; (iii) the confidentiality of bank customer information; (iv) the transmitting of Payments; and (v) all other functions related to the Bank's responsibilities under this Agreement.
- 6. The Trust Account. Positive balances shown in your online Account represent Funds actually held by the Bank in the RefPay Trust Accounts. The Bank will hold title to all Funds deposited in the RefPay Trust Accounts for the proportionate benefit of the RefPay Payors as shown on the records maintained by RefPay or the Bank, as applicable. The Funds will be held

in the RefPay Trust Accounts until such time as you direct the Bank to make Payments to specific RefPay Users using the Website and such Payments are requested by and distributed to the respective RefPay User. By depositing Funds and providing Payment information on the Website, you are authorizing the Bank and RefPay, acting as your designated agent, to make Payments from the RefPay Trust Accounts as described in this Agreement.

- 7. <u>Registering RefPay Users</u>. RefPay Users must register on the Website to receive Payments.
- 8. Payments. You may only initiate Payment to RefPay Users through the Website. RefPay Services may only be used to make Payments to residents of the United States. RefPay, acting as your designated agent, will authorize the Bank to transfer Funds for Payments by (i) ACH transfer to the RefPay User's designated bank account; (ii) crediting the RefPay User's designated debit card account; or (iii) check to the address provided by the RefPay User, as requested by the applicable RefPay User. You understand that it is your responsibility to obtain each RefPay User's user name and account number so that RefPay Users can be paid through the RefPay Services. You understand that Funds must be available in your Account to fund any Payments. The Bank will not be obligated to make any Payments until the funds therefor have been received by the Bank. In authorizing Payments, RefPay is entitled to rely on the information and instructions provided by you on the Website. You agree that such information and instructions constitute your authorization and instruction to RefPay to authorize such transfers, as your agent. The Bank is entitled to rely solely on the directions of RefPay without reviewing any other information. Once you have provided your authorization for a Payment, you may not be able cancel the Payment.
- 9. <u>Account Statements</u>. You may view your transaction history and Account information by logging in to your Account and looking at your Account history. You agree to review your transactions through the Website instead of receiving periodic account statements by mail.
- 10. <u>Unauthorized Transactions</u>. You should immediately notify RefPay if you believe (a) there has been an unauthorized transaction or access to your Account; (b) your password has been compromised or (c) you made an error in information provided on the Website in accordance with section 17. You should regularly log in to your Account and review your Account history to ensure that there has not been an unauthorized transaction.
- 11. <u>Errors by RefPay</u>. If RefPay makes a processing error, we will rectify the error. If the error results in a loss to you, RefPay will credit your Account for the amount of the error. You agree that in such case RefPay assumes your rights against the recipient and third parties related to such payment, and may pursue those rights directly or on your behalf, in RefPay's discretion.
- 12. Fees for Funding Accounts. Currently, there is no monthly cost for the maintenance of your Account. However, you acknowledge that RefPay reserves the right to change its fee structure at any time. RefPay agrees to publish on the website any changes in fee structure at least 30 days prior to the effective date of the fee structure changes. RefPay charges the following fees for initiating ACH transfers to fund your Account: Debit requests for less than or equal to \$5,000.00 will be assessed a \$3.00 account funding fee. Debit requests greater than

\$5000.00 will be free. You understand that ACH debits and credits take approximately five Business Days for funds to be fully collected or dispersed. You understand that any ACH debit request that is returned as a non-sufficient fund transaction will be assessed a \$25.00 transaction fee. You are responsible for any fees charged directly by your bank associated with ACH debits and credits initiated through the Website.

- 13. <u>Fees for Payments</u>. RefPay charges fees to make Payments from your Account, as published on the Website and as may be changed by RefPay from time to time. RefPay agrees to publish on the Website any changes in the payment fees at least 30 days before the effective date of such payment fee changes. You acknowledge that RefPay reserves the right to change its fee structure at anytime.
- 14. Investment of Funds. All Funds in the RefPay Trust Accounts shall be invested as directed by RefPay, provided that all Funds shall be invested in FDIC-insured deposit accounts or in obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof. You hereby acknowledge that RefPay will direct the investment of the RefPay Trust Account Funds, in accordance with this section, and that such investments may or may not be deposits in or obligations of the Bank. You hereby agree that the funds in your Account shall be held in the RefPay General Trust Account. For purposes of determining the portion of the RefPay General Trust Account Funds owned by you in each financial institution in which RefPay General Trust Account Funds are invested, your Funds will be deemed to be distributed among such financial institutions in the same proportions as the RefPay General Trust Account Funds are distributed among such financial institutions. For example, if 25% of the RefPay General Trust Account Funds are deposited at a particular financial institution, then 25% of your Funds in the RefPay General Trust Account are deemed to be held at such financial institution. The list of financial institutions in which RefPay General Trust Account Funds are invested can be viewed on the Website. You agree and accept that it is your responsibility to ensure that the proportionate share of the Funds in your Account held by any financial institution, when combined with other accounts, funds or investments you may have with such financial institutions in any capacity, do not exceed the limits permitted by the FDIC for its insurance coverage.
- 15. Fees to RefPay. You agree that you will not receive interest or other earnings on the Funds in the RefPay Trust Accounts. In addition to any other fees paid by you in connection with the RefPay Services, you agree that in consideration for your use of the RefPay Services, you irrevocably transfer and assign to RefPay any ownership right that you may have in any interest or earning that may accrue on Funds held in the RefPay Trust Accounts. This assignment applies only to interest and earnings on your Funds, and nothing in this Agreement grants RefPay any ownership right to the principal of the Funds in the RefPay Trust Accounts. The Bank will treat such interest and earnings as property of RefPay and is authorized to pay such earnings as directed by RefPay without further authorization from you.
- 16. <u>Notices to You</u>. Except as otherwise required by this Agreement, you agree that RefPay may provide notice to you by posting it on the Website, emailing it to the email address listed on your Account, or mailing it to the street address listed on your Account. Such notice will be considered to be received by you within 24 hours of the time it is posted to the Website or

emailed to you unless we receive notice that the email was not delivered. If the notice is sent by mail, RefPay will consider it to have been received by you three Business Days after it is sent.

- 17. <u>Notices to RefPay</u>. Notices to RefPay must be provided by mail sent to: RefPay, LLC, 126 W. Sego Lily Drive, Suite 190, Sandy, Utah 84070. Such notice will be effective when actually received by RefPay. No oral communications will be effective to provide notice to RefPay under this Agreement.
- 18. <u>Identity Authentication</u>. You authorize RefPay and the Bank, directly or through third parties, to make any inquiries they consider necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address, ordering a credit report and verifying your information against third-party databases or through other sources.
- 19. <u>Closing Your Account.</u> You may close your Account at any time by sending a signed written request to: RefPay LLC, 126 W. Sego Lily Drive, Suite 190, Sandy, Utah 84070. You must use or withdraw your Account balance prior to closing your Account. Upon Account closure, we will cancel any pending transactions. RefPay may close your Account if there is no activity on your Account for one year, whereupon RefPay, acting as your designated agent, may direct the Bank to return to you any uncommitted Funds remaining in your Account to the last address shown on RefPay's records, or as otherwise permitted by applicable law. RefPay may charge a reasonable fee for processing remaining Funds upon closure of your Account due to inactivity not to exceed \$20.
- 20. <u>Termination</u>. RefPay, in its sole discretion, reserves the right to terminate this Agreement, access to the Website, or access to the RefPay Services for any reason and at any time upon notice to you and payment to you of all of your unrestricted Funds held in the RefPay Trust Accounts. In addition, this Agreement will terminate on the earlier of: (a) such time as you have closed your Account or (b) twenty-one years less one day after the date of this Agreement. Upon termination for any reason other than your default under this Agreement, RefPay shall make payment to you of all your unrestricted Funds held in the Trust Account.
- 21. Accounting and Taxes. The Bank shall keep all appropriate books and records relating to the receipt and disbursement by it of all monies under this Agreement. The Bank will prepare all tax returns required to be filed with respect to the Trust. You acknowledge that RefPay is not responsible for determining whether taxes apply to your transactions, or for collecting, reporting or remitting any taxes arising from any transaction, and that it is your responsibility to determine what, if any, taxes apply to the Payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority with respect to such Payments. RefPay will keep records of all payments made to RefPay Users. You agree and acknowledge that any 1099 tax form issued to RefPay Users who exceed the income threshold set by the IRS for income reporting purposes will be issued electronically. You acknowledge that the information provided by RefPay Users from their online application will be used as a substitute for IRS form W-9.

- 22. <u>Intellectual Property</u>. "RefPay.com," "RefPay" and all related logos, products and services described in the Website are either trademarks or registered trademarks of RefPay or its licensors. You may not copy, imitate or use them without RefPay's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of RefPay. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Website and any content thereon is the exclusive property of RefPay and its licensors.
- 23. <u>Restricted Activities</u>. In connection with your use of the Website and the RefPay Services, or in the course of your interactions with RefPay or the Bank, you will not:
 - a. Breach this Agreement or any other agreement that you have entered into with RefPay or the Bank;
 - b. Violate any law, statute, ordinance, or regulation;
 - c. Infringe on RefPay's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
 - d. Provide false, inaccurate or misleading information;
 - e. Send or receive fraudulent funds; or
 - f. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us.
- 24. <u>Limitation on Duties of RefPay</u>. RefPay's duties under this Agreement are limited to (i) providing software, data management and website services; (ii) acting as your agent as described in this Agreement; and (iii) acting as the agent for the Bank as described in this Agreement. RefPay will not receive, hold, own or transmit any funds whatsoever and will not provide any financial or banking services. No provision of this Agreement should be read or interpreted to authorize or require RefPay to perform any action that would cause RefPay to be subject to, or in violation of, any federal, state or local law or regulation applicable to money transmitters, banks or other financial institutions or financial service providers. Any such provision shall be interpreted to authorize and require such actions to be performed by the Bank.
- 25. Amendment. RefPay, after receiving the consent of the Bank, may amend this Agreement at any time by posting a revised version on the Website. The revised version will be effective at the time it is posted. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of the Substantial Change by posting notice on the Website. You specifically authorize RefPay and the Bank to act in accordance with the terms of such amendment and, without limiting the foregoing, any use by you of the Website after the effective date of such amendment will confirm your consent to the amendment.
- 26. Removal of Bank. RefPay, acting as your agent, may remove the Bank as trustee of the RefPay Trust Accounts at any time by a written notice to the Bank. Such removal shall take effect immediately upon the appointment of a successor pursuant to section 28, whereupon all powers, rights and obligations of the removed Bank under this Agreement shall cease and terminate. You may not remove or change the Bank.

- 27. <u>Resignation of Bank</u>. The Bank may resign at any time upon giving 90 Days' prior written notice of such resignation to RefPay. Such resignation will take effect upon the appointment of a successor pursuant to section 28, whereupon all powers, rights and obligations of the resigning Bank under this Agreement shall cease and terminate.
- 28. <u>Successor Bank</u>. Promptly upon removal of, or receipt of a notice of resignation from, the Bank, a successor shall be appointed by RefPay and the successor will execute and deliver to its predecessor an instrument accepting such appointment. Such successor shall assume all powers, rights and obligations of such predecessor.
- 29. <u>Compensation for Bank.</u> The Bank agrees that its compensation shall be paid by RefPay and that the RefPay Payors shall not have any liability to the Bank for compensation for its services.
- 30. <u>Limit on Liability</u>. Neither RefPay nor the Bank shall incur any liability to anyone in acting or refraining from acting upon any data, instructions, notice, report, or other document reasonably believed by it to be genuine and believed by it to be authorized by the proper party or parties. RefPay and the Bank may for all purposes hereof rely on information provided on the Website by any person using your duly authorized user name and password. administration of this Agreement, RefPay and the Bank may rely on advice of counsel, accountants and other skilled persons to be selected and employed by them, and RefPay and the Bank shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the actions, advice or opinion of any such counsel, accountants or other skilled IN NO EVENT SHALL REFPAY OR THE BANK, OR THEIR PARENT COMPANIES, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE REFPAY SERVICES, THE WEBSITE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE) AND ANY LIABILITY OF SUCH PERSONS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.
- No Expenses for the Bank. The Bank shall not have any obligation by virtue of this 31. Agreement to expend or risk any of its own funds, or to take any action which could, in the reasonable opinion of the Bank, result in any cost or expense being incurred by the Bank. The Bank shall not be required to take any action or refrain from taking any action under this Agreement unless it shall have been indemnified in a manner and form satisfactory to the Bank against any liability, cost or expense (including reasonable attorneys' fees) which may be incurred in connection therewith. No provisions of this Agreement shall be deemed to impose any duty on the Bank to take any action if the Bank shall have been advised by counsel that such action would expose it to personal liability, is contrary to the terms hereof or is contrary to law. In the event that any claim is brought against the Bank by any RefPay Payor, the Bank shall be reimbursed from the Funds of such RefPay Payor for all reasonable costs and expenses incurred by the Bank in connection with such claims except for claims resulting from (a) in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its duties hereunder or otherwise, or (b) the failure to use ordinary care on the part of the Bank in the disbursement of Funds in accordance with the terms of this Agreement.

In the event of a default under this Agreement by a RefPay Payor, the Bank shall be entitled to receive reasonable compensation from such RefPay Payor for its additional responsibilities, and payment or reimbursement for its reasonable expenses. The Bank shall have a lien on the Funds of the applicable RefPay Payor to secure payment of such compensation and expenses resulting from the default of such RefPay Payor.

- 32. <u>Certain Duties and Responsibilities of the Bank</u>. The Bank undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Bank.
- Indemnification. You hereby agree to assume liability for, and to indemnify, protect, save 33. and keep harmless the Bank, in its individual capacity, and its successors, assigns, legal representatives, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by the Bank in its individual capacity on or measured by any compensation received by the Bank in its individual capacity for its services hereunder), claims, actions, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees and expenses) of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Bank in its individual capacity in any way relating to or arising out of your actions in connection with this Agreement or the enforcement of any of the terms hereof against you, except (a) in the case of willful misconduct or gross negligence on the part of the Bank in the performance or nonperformance of its duties hereunder or otherwise, or (b) in the case of the failure to use ordinary care on the part of the Bank in the disbursement of Funds in accordance with the terms of this Agreement. You agree to defend, indemnify and hold RefPay, its parent, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the RefPay Services. RefPay agrees to defend, indemnify and hold you, your affiliates, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of RefPay's breach of this Agreement and/or RefPay's acts or omissions in connection with performing the RefPay Services.
- 34. <u>Trust Agreement for Benefit of Certain Parties Only</u>. Nothing herein, whether expressed or implied, shall be construed to give any person other than you, RefPay and the Bank any legal or equitable right, remedy or claim under or in respect of this Agreement.
- 35. <u>Situs of RefPay Trust Accounts.</u> The RefPay Trust Accounts have been accepted by the Bank and will be administered in the State of Utah.
- 36. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and permitted assigns, including any successive holder of all or any part of your interest in the RefPay Trust Accounts.
- 37. <u>Privacy</u>. Protecting your privacy is very important to RefPay. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

- Disputes with RefPay. If a dispute arises between you and RefPay, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than U.S. \$10,000.00, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution (ADR) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone or online, and/or it shall be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. This section does not apply to disputes between you and the Bank.
- 39. <u>Law and Forum for Disputes</u>. Except as otherwise agreed by the parties or as described in section 38 above, you agree that any claim or dispute you may have against RefPay or the Bank must be resolved by a court located in Salt Lake City, Utah. You agree to submit to the personal jurisdiction of the courts located within Salt Lake City, Utah for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to conflict of law provisions.
- 40. <u>No Waiver</u>. RefPay's or the Bank's failure to act with respect to a breach by you or others does not waive any right to act with respect to subsequent or similar breaches.
- 41. <u>No Warranty</u>. RefPay does not guarantee continuous, uninterrupted or secure access to any part of the RefPay Services, and operation of the Website may be interfered with by numerous factors outside of our control. RefPay will make reasonable efforts to ensure that requests for electronic transactions are processed in a timely manner but RefPay makes no representations or warranties regarding the amount of time needed to complete processing because the RefPay Services are dependent upon many factors outside of RefPay's control, such as delays in the banking system or the U.S. or international mail service.
- 42. <u>Complete Agreement</u>. This Agreement sets forth the entire understanding between you on the one hand and RefPay and the Bank on the other hand with respect to the subject matter of this Agreement. Sections 24, 30, 31, 32, 33, 35, 38, 39, 40, 41 and 42, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective, provided that such remaining provisions do not increase the obligations or liabilities of the Bank. You may obtain an electronic copy of this Agreement executed by the Bank by requesting such copy from RefPay as provided in section 17.
- 43. <u>Effective Date</u>. This Agreement is effective upon your clicking "I Agree" below and/or by your use of the RefPay Services as a Payor. YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REPRESENTS THE EXPRESS AGREEMENT BETWEEN YOU, REFPAY AND THE BANK WITH RESPECT TO ALL PAST AND FUTURE REFPAY

SERVICES, AND WITH RESPECT TO ANY FUNDS IN THE REFPAY TRUST ACCOUNTS, WHETHER SUCH FUNDS WERE DEPOSITED PRIOR TO OR AFTER YOUR AGREEING TO THIS AGREEMENT. IN NO EVENT MAY YOU CLAIM THAT THIS AGREEMENT ONLY GOVERNS TRANSACTIONS OCCURRING OR FUNDS DEPOSITED AFTER THE EFFECTIVE DATE. THIS SECTION IS AN ESSENTIAL CONDITION TO USING THE REFPAY SERVICES. Prior to agreeing to this Agreement, you may request a Payment for any positive balances shown in your Account.

44. <u>Definitions</u>.

- a. "ACH" means the Automated Clearing House network.
- b. "Account" means your RefPay account on the Website.
- c. "Agreement" means this agreement including all subsequent amendments.
- d. "Bank" means the Bank of Utah, acting solely in its capacity as trustee, or such other bank selected by RefPay from time to time to act as trustee.
- e. "Business Days" means Monday through Friday, excluding days on which the banks in the State of Utah are closed.
- f. "Days" means calendar days.
- g. "Funds" means any monies deposited by you or other RefPay Payors into the Trust Account.
- h. "Payment" or "Payments" means payment by RefPay Payors to RefPay Users using the RefPay Services.
- i. "RefPay," "we," "us" or "our" means RefPay LLC and its subsidiaries and affiliates.
- j. "RefPay General Trust Account" means the primary RefPay Trust Account maintained by the Bank for the benefit of the RefPay Payors.
- k. "RefPay Payor" means those RefPay Users who deposit Funds into the General Trust Account or other RefPay trust account.
- l. "RefPay Services" means all services and related products provided by or made available by RefPay LLC.
- m. "RefPay Trust Accounts" means the trust accounts maintained by the Bank for the benefit of the RefPay Payors.
- n. "RefPay User" means you and any other person or entity using the RefPay Services.

- o. "Substantial Change" means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.
- p. "Website" means RefPay.com and/or ArbiterSports.com and/or RefPay.com.
- q. "You" or "your" means you and any other person or entity using the RefPay Services.

To acknowledge that you agree to be bound by the terms and conditions of this Agreement, click "I Agree."

To indicate that you do not agree to be bound by the terms and conditions of this Agreement, click "I Decline" and do not attempt to use or access the System.





3536 Butte Campus Drive, Oroville, CA 95965

SUBCONTRACT AGREEMENT

This Subcontract Agreement ("Subcontract") is made and entered into by and between the Butte-Glenn Community College District ("District") on behalf of its sponsored program Health Workforce Initiative, and Coast Community College District/Golden West College HWI ("Subcontractor"), collectively "Parties."

WHEREAS, District has received prime funding from the California Community College Chancellor's Office ("Granting Agency") for the purpose of performing work for the project entitled "Health Occupations Collaborative" and funded under Grant Number 12-161-001 ("Grant"); and

WHEREAS, District is authorized and desires to enter into a subcontract for the partial performance of its responsibilities under the Grant; and

WHEREAS, Subcontractor has expressed a willingness to perform the work described herein, and is specifically qualified and equipped to perform the work and/or services herein described in the manner contemplated herein; and

NOW THEREFORE, in consideration of the promises contained in this Subcontract, the parties agree as follows:

- 1. STATEMENT OF WORK. Subcontractor agrees to provide the necessary personnel, services, equipment and facilities to conduct the work as described in Exhibit A, Statement of Work, ("Work") which is attached hereto and incorporated by reference in this Subcontract.
- 2. TERM. Subcontract shall commence on October 15, 2012, and shall terminate on March 31, 2013, unless terminated earlier in accordance with this Subcontract.
- 3. COMPENSATION. District shall pay Subcontractor a sum not to exceed \$25,000.00 for the performance of the Work set forth in this Subcontract after delivery and acceptance by District.
 - Funding for this project is provided by the Granting Agency. The District's obligation to pay the Subcontractor is conditioned upon receipt of funding from the Granting Agency and upon the Subcontractor's compliance with the terms and conditions of this Subcontract. Subcontractor acknowledges that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- 4. PAYMENT. To be paid, Subcontractor must submit an itemized invoice including the services provided, which must match the description of Services herein; the dates of and work performed during the billing period; and the specific dollar amount with expense receipts included when applicable. All invoices submitted under this Subcontract, including the final invoice must be received by the District no later than thirty (30) days after the end of the reporting period for that invoice. Invoices should be submitted to the District's Project Director who shall verify that the services have been received and recommend payment thereof.
- 5. KEY PERSONNEL. District's Project Director is Linda L. Zorn. Subcontractor's key personnel responsible for the conduct of the Work contemplated hereunder is Mary O'Connor who is/are considered essential to the Work. Substitutions or substantial change in level of effort shall not be made by Subcontractor without written approval from District.

6. TERMINATION.

- A. If Granting Agency terminates the Grant in whole or in part for any reason, District may terminate this Subcontract to the same extent, effective upon written notice. The conditions of the termination, including allowability of close-down costs and costs for pre-existing obligations, shall be the same conditions as the conditions imposed upon District by Granting Agency.
- B. Either party may at its option terminate this Subcontractor at any time upon giving thirty (30) days advance written notice of termination to the other party. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, District shall pay

Subcontractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Subcontractor have been avoided, but not in excess of the maximum payable under this Subcontractor as specified in the Compensation section of this Subcontractor.

C. In the event of any breach of this Subcontract, District may, without any prejudice to any of its other legal remedies, terminate this Subcontract this upon five (5) days written notice to Subcontractor. In the event of such termination, District may select a new subcontractor to proceed with the work in any manner deemed proper by the District. The cost to the District of having the project completed by another Subcontractor shall be deducted from any sum due Subcontractor under this Subcontract, and the balance, if any, shall be paid to Subcontractor upon demand. The District shall pay Subcontractor only the reasonable value of the services thereto fore rendered by Subcontractor as may be agreed upon by the parties or determined by a court of law.

Notice of termination shall be sent in accordance with Notices section of this Subcontract. Upon receipt or issue by Subcontractor of a written termination notice, Subcontractor shall cancel all outstanding obligations under this Subcontract. Work shall stop, and Subcontractor shall not incur new obligations after the effective date of termination. Subcontractor will deliver to District, for Granting Agency, all work completed, or in progress, and materials acquired through the date of termination. All liabilities and obligations of both parties shall cease and terminate, excepting any liabilities or obligations accrued under the terms hereof prior to such termination and remaining unsatisfied or ongoing at the time such termination becomes effective.

- INDEPENDENT CONTRACTOR. The Subcontractor, and the agents and employees of Subcontractor in the
 performance of this Subcontract, shall act in an independent capacity and not as officers or employee or
 agents of the District.
- 8. INDEMNIFICATION. To the fullest extent permitted by law, Subcontractor shall defend, indemnify, and hold harmless District, its trustees, officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of Subcontractor, its agents or employees, in the performance of this Subcontract. This indemnification provision shall survive termination of the Subcontract and remain in effect.
- 9. INSURANCE. Subcontractor shall procure and maintain during the term of this Subcontract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Subcontractor, his agents, representatives, or employees. Subcontractor shall maintain the following policies of insurance issued by an insurance company(ies) licensed in California with a current A.M. Best (or equivalent) rating of A:VII or better.
 - A. <u>Commercial General Liability</u> insurance with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage, including but not limited to, the liability assumed under the indemnification provisions of this Subcontract.
 - B. <u>Automobile Liability</u> (Commercial Entities) insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage with respect to the Subcontractor's owned, hired, and non-owned vehicles. (Private Individuals) insurance with limits not less than liability of \$100,000 per person/\$300,000 per occurrence; property damage \$50,000 per occurrence.
 - C. Workers' Compensation insurance with limits statutorily required by any Federal or California State law.
 - D. <u>Employer's Liability</u> insurance with limits of not less \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for bodily injury or disease.
 - E. <u>Professional Liability</u> insurance with a limit of not less than \$1,000,000 per occurrence covering acts, errors, mistakes, and omissions arising out of the work or services performed by Contractor, or any person employed by Contractor.

The insurance policies, except Workers' Compensation and Professional Liability, shall be endorsed to name: Butte-Glenn Community College District, its officers, agents, employees, and volunteers as additional insureds.

For any claims related to this Subcontract, the Subcontractor's insurance must be primary insurance as respects the Butte-Glenn Community College District, its, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, agents, employees or volunteers shall be excess of the Subcontractors' insurance and shall not contribute to it.

The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without thirty (30) days written notice by certified mail to the District.

If any part of this Contract is subcontracted, these insurance requirements also apply to all subcontractors.

If any insurance policy(ies) required by this Subcontract is(are) written on a "claims made" basis: (i) the retroactive date must be shown, and must be before the date of the Subcontract or the beginning of Services; (ii) insurance shall be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Subcontract of work; (iii) If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the Subcontractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work; (iv) a copy of the claims reporting requirements must be submitted to the District for review.

Prior to commencing work or services, Subcontractor shall furnish the District with original certificates of insurance and policy endorsements evidencing the coverages, conditions, and limits required by this Subcontract, which must be approved by the District.

- 10. FUNDS UNAVAILABLE. It is mutually understood between the parties to this Subcontract that the amount specified in the Compensation section of this Subcontract may include funds that have not yet been appropriated by state or federal budget, as applicable, but that District anticipates receiving from Granting Agency to fund this Subcontract. It is mutually agreed that if the state or federal budget, as applicable, for the current year and/or any subsequent years covered under the Grant does not appropriate sufficient funds for the program this Subcontract shall have no force and effect. In this event, the District shall have no liability to pay any funds whatsoever to Subcontractor or to furnish any consideration under this Subcontract and Subcontractor shall not be obligated to perform any provisions of this Subcontract.
- 11. AUDIT. Subcontractor agrees that the District, the Granting Agency, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall until three (3) years after final payment or until any audit findings have been resolved, have the right to audit records, to review and to copy any records and supporting documentation, and interview staff related to the performance of this Subcontract. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- 12. PARTICIPATION IN GRANT-FUNDED ACTIVITIES. Subcontractor shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in any program or activity funded under the Grant on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

Programs funded by the Grant should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for, or designed for students of a particular race, color, national origin, ethnicity or gender. In the event that mentoring or counseling services are provided with funding provided by the Grant, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of

comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.

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- D. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see http://www.w3.org/TR/WAI-WEBCONTENT/) or similar guidelines developed by the Granting Agency.
- E. Subcontractor shall respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, §§ 59300 et seq.
- F. Subcontractor shall indemnify, defend, and hold harmless the District, its officers, agents, and employees and the Granting Agency, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- 16. DRUG FREE WORKPLACE CERTIFICATION. By signing this Subcontract, Subcontractor hereby certifies under penalty of perjury under the laws of the State of California that the Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.).
- 17. CONFLICT OF INTEREST. Subcontractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which conflict in any manner or degree with the performance of services required under this Subcontract.
- 18. APPLICABLE LAW. This Subcontract shall be construed in accordance with and governed by the laws of the State of California.
- 19. ENTIRE AGREEMENT. This Subcontract contains the entire agreement and understanding between the parties and supersedes all prior written or oral representations and agreements with respect to the subject matter herein.

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- 20. AMENDMENTS. This Subcontract may be amended or modified upon the request of either party. Any changes, modifications, revisions or amendments to this Subcontract which are mutually agreed upon by and between the parties to this Subcontract shall be incorporated by written instrument, signed and dated by both parties.
- 21. ASSIGNMENT. The Subcontractor may not assign, transfer or subcontract any part of this Subcontract, any interest herein or claims hereunder, without the prior, written approval of the District and Granting Agency.
- 22. DISPUTE. The parties to this Subcontract agree to resolve any disputes between the parties concerning responsibilities under or performance of any of the terms of this Subcontract.
- 23. NOTICES. All notices required by this Subcontract shall be by written instrument and shall be sent certified mail properly addressed, postage fully prepaid to the following individuals:

For District:

Andrew B. Suleski, Vice President of Administration

Butte-Glenn Community College District

3536 Butte Campus Drive

Oroville, CA 95965

For Subcontractor: Mary O'Connor, Health Workforce Initiative Director

Golden West College

P.O. Box 2748 (15744 Golden West Street)

Huntington Beach, CA 92647-2748

24. SEVERABILITY. If any term, provision, covenant, or condition of this Subcontract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Subcontract shall remain in full force and effect and in no way shall be affected, impaired, or invalidated.

25. TERMS AND CONDITIONS. The parties to this Subcontract acknowledge that they have read and understood this Subcontract completely, and will fully comply with all terms and conditions of this Subcontract set forth herein.

IN WITNESS WHEREOF, the parties to this Subcontract have executed this Subcontract by their duly authorized representatives on the dates of their signatures.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT	[INSERT LEGAL NAME OF SUBCONTRACTOR]
By:	By:
By:(Signature of authorized official of District.)	By:(Signature of authorized official of Subcontractor.)
Name:	Name:
Title:	Title:
Date:	Date:
	Federal Tax ID or Social Security No.:
RECOMMENDED BY:	
Signature:(Signature of District Project Director.)	SUBCONTRACTOR MUST PROVIDE A COMPLETED IRS FORM W-9 (form enclosed).
Name: Linda L. Zorn	Contractor is a:
Title: Statewide Initiative Director, Health	☐ Corporation☐ LLC
Phone No.:_530-879-9069	Partnership
Date:	Sole Proprietorship (an individual)



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

3536 Butte Campus Drive, Oroville, CA 95965

SUBCONTRACT AGREEMENT EXHIBIT A STATEMENT OF WORK

This Statement of Work ("SOW") is made and entered into by and between the Butte-Glenn Community College District ("District"), on behalf of its sponsored program Health Workforce Initiative and Coast Community College District/Golden West College - HWI ("Subcontractor"), collectively "Parties." This SOW incorporates by reference the terms and conditions of Subcontract Agreement ("Subcontract") in effect between the District and Subcontractor. In case of any conflict between this SOW and the Subcontract, the Subcontract shall prevail.

The Parties agree as follows:

Purpose and Objectives

Coordinate with Michele Deck, Presenter, to present four statewide "Creative Teaching Strategies" workshops.

2. Scope of Work

Subcontractor shall provide Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth herein:

- A. Coordinate the workshops and fund the Presenter's fee and travel expenses for four "Creative Teaching Strategies" workshops as follows:
 - January 9, 2013
- Mission College, Santa Clara
 - January 10, 2013
- Sutter Center for Health Professions, Sacramento
- January 14, 2013
- Grossmont College, El Cajon
- January 16, 2013 Swis
- Swiss Park Banquet Center, Whittier
- B. Coordinate the location and catering for the January 16, 2013 workshop.
- 3. Products and Deliverables

Subcontractor shall produce: Demographics for the Whittier event.

- A. Each deliverable to be provided under the Subcontract shall be submitted to and approved by the District's Project Director. All products, documents and published materials, including multimedia presentations, shall be approved by the District's Project Director prior to distribution.
- B. Any document or written report prepared, in whole or in part by Subcontractor, shall contain the Grant number and dollar amount of the Grant and subcontracts relating to the preparation of such document or written report. The Grant and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a))
- C. All products resulting from this Subcontract in whole or in part shall reference the Chancellor's Office, California Community Colleges and the specific funding source.
- D. All references to the project shall include the phrase, "funded in part by the Chancellor's Office, California Community Colleges."
- Period of Performance and Timeline

The period of performance for this SOW will start on October 15, 2012 and the work tasks are estimated to continue through March 31, 2013, in accordance with the workshop schedule provided herein

Additional Terms and Conditions Specific to this SOW

A.	The District shall pay Contractor for the performance of the Services set forth in this SOW after delivery
	and acceptance by the District the sum not to exceed \$25,000.00, as specified below.

\$ 16,000.00	Fee/Honorarium
\$ <u>9,000.00</u>	Travel, as restricted in Paragraph 5.C.
\$ 25,000.00	Total (Payments to Contractor may not exceed this amount.)

- B. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services except as specified in this Section 5 of this SOW, unless otherwise indicated and agreed to in writing by the Contractor and District.
- C. District reimburses travel expenses according to its policies applicable to its employees. Contractor must submit an invoice for any travel reimbursement requested, specifying its expenses, and attach original receipts.
- 6. District Staff, Roles and Responsibilities

Statewide Director and NFN Director will work with Golden West College to coordinate all deliverables and activities, provide registration for all events, provide CEU certificates, and fund the catering for the events.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT SUBCONTRACTOR

IN WITNESS WHEREOF, the parties hereto, having read this SOW to Subcontract Agreement in its entirety, do agree thereto in each and every particular.

By:	By:(Signature of person authorized to execute Agreement.)
Name: Andrew B. Suleski Title: Vice President for Administration Date:	Name:
	Phone No.: Date: Federal Identification No. or Social Security No.:
Recommended By:	
By:(Signature of person recommending approval of Agreement.)	
Name: Linda L. Zorn Title: Statewide Initiative Director, Health Department: Economic & Workforce Development, HWI Phone No.: 530-879-9069	

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CCCD Agreement No.	

COAST COMMUNITY COLLEGE DISTRICT Standard Professional Services Agreement

This Standard Professional Services Agreement ("Agreement") is entered into between the Coast Community College District, a California public educational entity, hereinafter called "District", and Willdan Geotechnical., hereinafter called Consultant, to furnish certain services upon the terms and conditions as set forth herein. The District and Consultant may be referred to herein individually as "Party" and collectively as "Parties."

- I. CONSULTANT SERVICES AND RESPONSIBILITIES. The Consultant shall furnish the following services:
- A. Act as a Consultant to the District to perform consulting services. The District will issue a written purchase order as the mechanism authorizing the specific services set forth pursuant to Exhibit A, the Consultant's proposal as revised and accepted by District. The purchase order and signed proposal shall state the particular area of concern, the specific services to be performed, the schedule for their completion, and their estimated cost. Any changes in the Scope of Work shall require a separate purchase order and proposal.
- B. Furnish drawings, documents, reports, surveys, renderings, exhibits, models, prints, and photographs, and other materials as required and as authorized by the District.
- II. TERM. The term of this Agreement shall be commence on Nov 8th, 2012 and shall expire on April 30th, 2013, unless terminated earlier in accordance with the terms hereof, which term may be extended by the mutual agreement of the District and the Consultant and upon the approval of their governing boards.
- A. DISTRICT-INITIATED TERMINATION. If the District determines that the Consultant has failed to perform in accordance with the terms and conditions of this Agreement, the District may terminate all or part of the Agreement for cause. This termination shall become effective if the Consultant does not cure its failure to perform within ten days (or more, if authorized in writing by the District) after receipt of a notice of intention to terminate from the District specifying the failure in performance. If a termination for cause does occur, the District shall have the right to withhold monies otherwise payable to the Consultant until the services under this Agreement are completed. If the District incurs additional costs, expenses, or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted; the balance will be paid to the Consultant upon completion of the services to be provided under this Agreement. If the costs, expenses, or other damages incurred by the District exceed the amounts withheld, the Consultant shall be liable to the District for the difference.
- B. The District may terminate this Agreement for convenience at any time upon written notice to the Consultant. The Consultant shall be compensated for services acceptable to the District through the date of termination.

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Attachment 21

C. CONSULTANT-INITIATED TERMINATION. The Consultant may terminate this Agreement for cause if the District fails to cure a material default in its performance within a period of thirty days, or such longer period as the Consultant may allow, after receipt from the Consultant of a written termination notice specifying the default in the District's performance. In the event of termination for cause by the Consultant, the District will pay the Consultant in accordance with paragraph II.A.

III. GENERAL PROVISIONS

- A. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor, and Consultant shall perform all services required hereunder as an independent contractor and not as an agent or employee of the District.
- B. CONSULTANT HIRING. The Consultant shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the service is to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.
- C. SUBCONSULTANTS. The Consultant shall fully cooperate with other professionals employed by the District in the production of other work related to its services. The Consultant shall contract for or employ, at its expense, such professional subconsultants, as the Consultant deems necessary for the completion of the services. The Consultant is as responsible for the performance of its subconsultants as it would be if it had rendered these services itself. Nothing in the foregoing procedure shall create any contractual relationship between the District and the Consultant's subconsultants or subcontractors employed under the terms and conditions of this Agreement. The Consultant shall be solely responsible for payment and obligations of any subconsultants or subcontractors.
- D. LEGAL AND REGULATORY COMPLIANCE. The Consultant shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, standards, the District Board Policy and Regulations, including without limitation all applicable licensing requirements.
- E. OWNERSHIP AND USE OF DOCUMENTS. Drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials furnished by Consultant hereunder shall be and shall remain the property of District. In the event of Agreement termination by either Party for any reason, as provided under this Agreement, the District will have the right to receive, and the Consultant shall promptly provide to the District, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement notwithstanding, the District retains the right to receive and use any such documents or materials.

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- F. CONSULTANT'S ACCOUNTING RECORDS. All books and records relating to this Agreement shall be maintained in accordance with generally accepted accounting principles. The District or the District's authorized representative shall have access to and the right to audit and the right to copy all of the Consultant's books and records. The Consultant records shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available); contracts; payroll records; subconsultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least three years from the date of Final Payment under this Agreement.
- G. CONFLICT OF INTEREST. The Consultant affirms that to the best of its knowledge, there exists no actual or potential conflict of interest, as defined in the California Government Code, between the Consultant and the District for the services provided under this Agreement. The Consultant agrees to timely inform the District in writing concerning any possible conflict of interest that may later be discovered by the Consultant.
- H. SUCCESSORS AND ASSIGNS. If the Consultant transacts business as an individual, upon the Consultant's death or incapacitation, the District will automatically terminate this Agreement as of the date of such event. If so terminated, neither the Consultant nor the Consultant's estate shall have any further right to perform hereunder, and District shall pay the Consultant, or the Consultant's estate, the prorated unpaid compensation due under Article IV for any services rendered prior to this termination. This Agreement shall be binding upon the District and the Consultant and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by the Consultant without the prior written consent and approval of the District.
- I. INFORMATION FURNISHED BY DISTRICT. If required for the performance of the Consultant's services, the District will furnish information, surveys, reports, as-builts, and other materials available to District or which the District can secure at a reasonable expense.
- J. PUBLIC STATEMENTS. Neither the Consultant nor any entity over which Consultant has control or supervision shall make any announcement, release any information, or authorize or participate in any interview to or with any member of the public or the press, any business, nonprofit entity, or other official or nonofficial body, or representative thereof, concerning any Project, or this or any related Agreement, without first obtaining written consent from the District; provided, however, that consent is not required to release information pursuant to court order or requests of official regulatory entities.
- IV. COMPENSATION. The District has the right to withhold payment from the Consultant for any unsatisfactory service until such time service is performed satisfactorily. The District will compensate the Consultant for the scope of services provided in accordance with this Agreement, calculated as follows:

- A. For each purchase order and accompanying proposal, a maximum payment shall be established that shall not be exceeded without the prior written approval of the District. Alternatively, a lump-sum fee may be negotiated.
- B. All fees shall be paid in accordance with the consultant rate schedule included in the Consultant's proposal for services. Rates shall not be changed except with prior written approval of the District.
- C. Payments to the Consultant shall be made monthly, subsequent to the receipt of an invoice itemizing the costs of services provided, the applicable rate for such services, and clear description of time expended for services rendered during each month, or portion thereof, that the Consultant has invoiced the District for services performed.
- D. Reimbursable expenses shall be only for actual costs as approved by the District. Paid invoices or other proof of payment shall be submitted when requesting reimbursement. Types of reimbursable expenses the District may approve may include expenses for printing, reproductions, and postage for documents, reports, surveys, drawings, and other materials, excluding reproductions for office use by the Consultant and the Consultant's subconsultants.
 - E. Compensation for additional services, if required, shall be negotiated separately.
 - F. Total compensation pursuant to attached proposal in the amount of \$124,800.
- G. In the event of termination of this Agreement prior to completion of the services being performed, the District will pay the Consultant in full for all services satisfactorily performed, as determined by the District, and for all expenses incurred under this Agreement, up to and including the effective date of termination. In ascertaining the services actually rendered up to the date of termination, consideration shall be given to both completed service and service in progress, whether delivered to the District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation shall be payable for anticipated profit on unperformed services.

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION.

1. The Consultant shall indemnify, defend, and hold harmless the District and its Board of Trustees, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of services or Consultants other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from —

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- a. the negligent acts or omissions of the Consultant, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom the Consultant is responsible (collectively, "Indemnitor");
 - b. the breach by Indemnitor of any of the provisions of this Agreement; or,
 - c. willful misconduct by Indemnitor.
- 2. The indemnification obligations under this Article V shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of non-delegable duty, or the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Indemnitor's reasonable defense costs (including attorney and expert fees) incurred in providing a defense for Indemnitees shall be reimbursed by District except to the extent such defense costs arise, under principles of comparative fault, from Indemnitor's
 - a. negligent acts or omissions;
 - b. breach of any of the provisions of this Agreement; or,
 - c. willful misconduct.
- 3. The Consultant shall indemnify, defend, and save harmless Indemnitee from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use by Indemnitee of any documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.
- 4. Nothing in this Agreement, including the provisions of this Article V shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.
- B. INSURANCE. The Consultant, at the Consultant's sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under paragraph V.B. shall not in any way limit the liability of the Consultant.
- 1. Either Comprehensive Form General Liability Insurance (Contractual, products, and completed operations coverages included) with a combined single limit of no less than

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\$1,000,000 per occurrence, or Commercial-Form General Liability Insurance with coverage and minimum limits as follows:

Each Occurrence \$1,000,000 Products Completed, Operations Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 General Aggregate \$2,000,000

- 2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1 million per incident.
- 3. Professional Liability Insurance, with limits of \$1,000,000 per claim and \$2,000,000 in the aggregate.
- 4. If the above insurance (subparagraphs V.B.1–V.B.3) is written on a claims-made basis, it shall be maintained continuously for a period of no less than three years after the date of final completion of the services authorized pursuant to each Exhibit A executed. The insurance shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation, coverage for professional services as called for in this Agreement. Insurance required by subparagraphs V.B.1–V.B.3 shall be—
- a. issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's), or
- b. guaranteed, under terms consented to by the District (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).
- 5. Workers' Compensation as required and under the Workers' Compensation Insurance and Safety Act of the State of California, as amended from time to time.
- 6. The Consultant, upon the execution of this Agreement, shall furnish District with Certificate Of Insurance from a company with a Best rating of A- or better, and a financial classification of VIII or better, or a rating by Standard & Poor of AA or better, or a Moody's rating of AA or better, or as otherwise approved by District, evidencing compliance with this Article V, including the following requirements:
- a. The Consultant shall have its insurance company provide the District with an acceptable form (Accord standard or equivalent) Certificate of Insurance and Endorsement.

- b. Provide that coverage cannot be canceled without ten days advance written notice to the District.
- c. If insurance policies are canceled for non-payment, the District reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against the Consultant.
- d. The General Liability insurance and the Business Automobile Liability insurance policies shall —
- i. Name the District, its Board of Trustees, and its officers, agents, employees, representatives, and representative's consultants as an Additional Insured; and,
- ii. Be primary insurance as respects the District, its Board of Trustees, and its officers, agents, and employees. Any insurance or self-insurance maintained by the District shall be excess of and non-contributory with this insurance.
- e. As respects Professional Liability, include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage, all insurance policies shall apply to the negligent acts, or omissions of the Consultant, its officers, agents, employees, and for the Consultant's legal responsibility for the negligent acts or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of the Consultant or the Consultant's subconsultants.

VI. STATUTORY REQUIREMENTS

A. NONDISCRIMINATION. In connection with the performance of the Consultant pursuant to this Agreement, the Consultant will not willfully discriminate against any employee or qualified applicant for employment because of race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by the District's policy). The Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by The District's policy). This equal treatment shall apply to, but shall not be limited to, the following: upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

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B. PREVAILING WAGE RATES.

- 1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.
- 2. The Consultant shall comply and shall ensure that all subcontractors or subconsultants comply with Section 1770, and the applicable sections that follow, including Section 1775 of the California Labor Code. References to "Covered Services" hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the California Department of Industrial Relations.
- 3. The California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at District's principal facility office and will be made available to any interested Party upon request. By this reference, such schedule is made part of this Agreement. The Consultant shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by the Consultant in the execution of the Covered Services hereunder. The Consultant shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors or subconsultants shall pay not less than the prevailing wage rates to all workers employed by such subcontractor or subconsultants in the execution of the Covered Services hereunder. The Consultant shall forfeit to the District, as a penalty, not more than \$50 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by the Consultant or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the Consultant's fee. The Consultant shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

C. PAYROLL RECORDS.

- 1. The Consultant and all subcontractors or subconsultants shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journey worker, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by the Consultant or subcontractors or subconsultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
- b. A certified copy of all payroll records shall be made available for inspection upon request to District, the California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Division of Industrial Relations.
- c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the Consultant or subcontractors or subconsultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by District shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.
- 2. The Consultant shall file a certified copy of the payroll records with the entity that requested the records within ten days after receipt of a written request. The Consultant shall inform the District of the location of such payroll records for the written authorization, including the street address, city, and county; and the Consultant shall, within five working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph or with California Labor Code Section 1776, the Consultant shall have ten days in which to comply following receipt of notice specifying in what respects the Consultant must comply. Should noncompliance still be evident after the ten-day period, the Consultant shall forfeit to the District, as a penalty, \$25 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Consultant fee.

D. APPRENTICES.

- 1. Only apprentices, as defined in the California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the California Labor Code, are eligible to be employed by the Consultant and subcontractors or subconsultants as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training.
- 2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.
- 3. When the Consultant or subcontractors or subconsultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, the Consultant or subcontractors or subconsultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code, for a certificate approving the Consultant or subcontractors or subconsultants under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journey workers who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than one apprentice for each five journey workers, except as permitted by law. The Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratios of apprentices to journey workers fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.
- 4. Apprenticeship craft or trade, as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.
- 5. If the Consultant or subcontractors or subconsultants employ journey workers or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, the Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journey workers or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. The Consultant may include the amount of such contributions in computing its compensation under the Agreement; but if the Consultant fails to do so, it shall not be entitled to any additional compensation therefore from District.

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- 6. In the event the Consultant willfully fails to comply with this Paragraph VI.D, it will be considered in violation of the requirements of the Agreement.
- 7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by the Consultant or subcontractors or subconsultants of journey worker trainees who may receive on-the-job training to enable them to achieve journey worker status in any craft or trade under standards other than those set forth for apprentices.
- E. WORK DAY. The Consultant shall not permit any worker providing Covered Services to labor more than eight hours during any one day or more than forty hours during any one calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. The Consultant shall forfeit to the District, as a penalty, \$25 for each worker employed in the execution of this Agreement by the Consultant, or any subcontractors or subconsultant, for each day during which such worker is required or permitted to work providing Covered Services more than eight hours in any one day and forty hours in any one calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. The Consultant and each subcontractor or subconsultant shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed under this Agreement, which record shall be kept open at all reasonable hours to the inspection of the District or its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

VII. NOTICES

A. DISTRICT. Any notice may be served upon the District by delivering it, in writing, to the District at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the District at the aforementioned address, or by sending a facsimile of it to the District facsimile number set forth on the last page of this Agreement.

B. CONSULTANT. Any notice may be served upon the Consultant by delivering it, in writing, to the Consultant at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the Consultant at this address, or by sending a facsimile of it to the Consultant facsimile number set forth on the last page of this Agreement.

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VIII. AUTHORITY OF AGREEMENT

A. This Agreement represents the entire and integrated agreement between the District and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the District and the Consultant.

B. This Agreement also includes the following exhibits attached herewith:

Exhibit A: Cover Sheet and Consultant Proposal as Accepted by District

Exhibit B: Certificates of Insurance and Endorsements

IN WITNESS WHEREOF, the DISTRICT and the CONSULTANT have executed this Agreement.

Willdan Geotechnical

Joe Ritchey

Operations Manger

Address:

1515 S Sunkist St Suite E Anaheim, CA. 92806-5808

Telephone:

714-634-3318

Fax No.:

714-634-3372 Federal Tax ID #: _____

COAST COMMUNITY COLLEGE DISTRICT

Jim Moreno President, Board of Trustees 1370 Adams Avenue Costa Mesa, CA 92626

Tel: (714) 438-4731 Fax: (714) 438-4689

Board Approval Date: November 7, 2012

EXHIBIT 'A' – CONSULTANT'S PROPOSAL (As Reviewed, Amended, and Accepted by District)

Coast Community	College District Purchase Order #	
Project #		
Project: Orange Co	oast College Music Modernization P	roject
Scope of Services:	Inspection and Testing Services	\$20,000
Coas Attn 1370	espondence shall be addressed to: st Community College District : District Facilities and Planning) Adams Avenue :a Mesa, CA 92626	
	Authorization to Perform Pro	fessional Services
Consultant: Street Address: City/State/Zip: Attention:	Willdan Geotechnical 1515 S Sunkist St Suite E Anaheim, CA. 92806-5808 Joe Ritchey, Operations Manger	•
authorized to provi-	the terms of this Professional Se de the professional services set forth on the issuance of an approved purch	ervices Agreement, Consultant is hereby h in the Proposal attached to this Exhibitase order by District.
ATT	ACH CONSULTANT'S ACCEPT	TED PROPOSAL



September 17, 2012

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Budget Estimate No. AB 12-0902

Coast Community College District 1370 Adams Ave. Costa Mesa, California 992626

Attention: Mr. Max Tehrani

Subject: Proposal Special Inspection/Technician and Materials Testing Services

Orange Coast College Music Buildings Modernization Project.

Costa Mesa, CA

Introduction

Willdan Geotechnical (Willdan) is pleased to present this proposed schedule of fees to provide special inspection/technician and materials testing services during the construction of the Orange Coast College Music Buildings Modernization Project located at 2701 Fairview Rd. Costa Mesa, CA. This proposal includes our understanding of the project, our proposed scope of work, fee schedule, important assumptions and limitations.

As a consultant and testing laboratory we don't have any control on the schedule of the construction, This proposal was based on information and plans provided by Coast Community College District dated 01-13-12. We also took into account possible overlapping of inspections. We have considered continuous inspection/testing during concrete placement, batch plant inspection, epoxy/anchor placement, Fab shop identification and on site welding/bolting. All other inspections are assumed to be periodic, unless specifically requested otherwise. We assume one inspector/technician on site performing one type of inspection only. However, to help contain costs, our inspector can inspect multiple disciplines, subject to the Client's / Engineer's approval. We understand that this is a **PREVAILING WAGE** project.

Scope of Work

The following services will be provided:

Materials Testing and Special Inspection

- Attend Preconstruction meeting.
- ICC certified reinforced concrete inspector during placement and QC of epoxy/anchors. Inspect for compliance with the DSA approved plans and specifications. Monitor the placement and QC of epoxy/anchors.
- DSA certified masonry inspector during placement and QC of epoxy/anchors. Inspect for compliance with the DSA approved plans and specifications. Monitor the placement and QC of epoxy/anchors.
- Provide AWS/CWI certified structural steel assembly inspector during all phases of structural steel assembly/construction. Review welder and material certifications prior to field welding. Observe and/or test all bolted and welded connections per DSA approved plans/specifications and applicable building code requirements
- Provide qualified technician as required for concrete placement, anchor pull test, ceiling wire pull tests, batch plant verification (and as inspector backup for large or elevated pours), sampling rebar for testing if required. Sample and test the concrete for slump, temperature and compressive strength

- Provide engineering support, inspector/technician coordination, dispatch, material engineering review, test reporting, QA/QC, and administrative support services.
- Reporting (update) of on-going tests (i.e. 7-day and "off-schedule" breaks)
- Reporting of completed laboratory tests (i.e. 28-day results for concrete, mortar and grout)
- Final Report (if required)
- We will promptly submit daily field-testing and inspection reports indicating information pertinent to the inspections performed and their compliance or non-compliance to the project documents and applicable codes. These will be provided to the District, Architect, Engineer, Inspector of Record and DSA for review.
- Any inspection or field-testing activity performed outside of the scope contained herein will be charged on a time and material basis. And discussed with the owner or owners representative prior to performing the work.

Schedule

Willdan Geotechnical is prepared to begin our work upon receipt of your signed authorization and Notice To Proceed. We would appreciate at least 72 hours advance notice for scheduling of field personnel at the commencement of construction; work thereafter may be scheduled with 24-hour notice.

Assumptions And Limitations

Our estimate of structural steel fabrication is based on the assumption that it will be fabricated in an approved local shop and require inspection. In the event it is fabricated outside the local area or out of state and requires an inspector our approach would be as follows:

- Outside local area of 50 miles.
 - a. Preferably know and trust an inspector in that area.
 - b. We would consider subbing work out to a local facility and provide Q/A on sub at an hourly rate.
 - c. Send local inspector out of local area and meet with the client concerning mileage or per diem and hourly rates.
 - d. Out of state fabrication, we would meet with the client and discus these options.
 - e. Preferably use an inspector in the local area of the fab. shop that we know, trust and have used on previous projects.
 - f. Consider subbing work out to a local facility. Providing Q/A on sub. Meet with the client concerning per diem rates and hourly rates.
 - g. Send local inspector out of state.
 - h. Meet with the client concerning per diem and hourly rates.
- 2. Concrete test specimens should be made in sets of 4, every 50 cubic yards or fraction thereof and tested for compressive strength at, 1 @ 7 days, 2 @ 28 and 1 hold.
- 3. Our proposal does not include testing cost for any roofing materials, cement testing, aggregate testing, reinforcing steel testing, structural steel element testing, high strength bolt testing, washer testing, concrete slab flatness testing, CMU testing, unidentifiable material testing, core extraction or any other materials testing not listed in our scope of work.
- This proposal does not include inspection costs for any waterproofing inspection, roofing inspection, fireproofing inspection, CMU inspection or any other inspection not listed in our scope of work.



5. To help reduce the cost we recommend having a meeting with the District / engineer and proposing the use of mill certifications for domestic rebar, portland cement, aggregate, and CMU's rather than actual testing and the use of test data from the structural steel fabricators for columns, beams, bolts, washers and studs. We anticipate over lapping of inspections which will also reduce costs.

Cost Estimate:

THIS IS A PREVAILING WAGE RATE PROJECT.

The special inspection portion of the project will ultimately be dependent on the final construction schedule. Weekends, holidays, and overtime hours are not included.

We estimate the fees for the above services to be Twenty Thousand Dollars (\$20,000.00) based on our best estimate with a 10 % contingency. An itemized breakdown of fees for each type of inspection and testing is provided in the attached worksheet. The actual fees will be charged on a time-and-materials basis.

Note there will be NO hidden charges on our invoices, (Example: Invoice Fees). Only items on the attached fee schedule or out of scope items pre approved will appear on invoices.

Closure

Distribution:

Addressee

This work will be performed in accordance with DSA title-24 requirements, generally accepted professional principles and practices in Southern California. We make no other warranty, either express or implied. If the scope of work and cost are acceptable, please complete the authorization and agreement below and return one signed copy of this proposal as authorization to proceed. If additional work beyond the scope of this proposal is required, we will prepare a separate cost proposal.

On behalf of the principals and staff of Willdan thank you for the opportunity to propose on this work. Please contact me if you have questions or need additional information or services.

Respectfully submitted, WILLDAN GEOTECHNICAL	Approval and Agreement: COAST COMMUNITY COLLEGE DISTRICT
Jul Rity	
Joe Ritchey	
Operations Manager	
Ross Khiabani, G.E.	Signature
Director of Geotechnical Engineering	Name & Title
	Date
Enclosures:	
Basis of Charges – PREVAI	LING WAGE
Breakdown of Estimated Fee	



BASIS OF CHARGES - PREVAILING WAGE

REGULAR WORK HOURS

First 8 hours of Day Shift Monday through Friday, except holidays.

TIME AND ONE HALF

After 8 hours and up to 11 hours Monday through Saturday.

DOUBLE TIME

After 11 hours Monday through Saturday and Sundays.

TRIPLE TIME

Holidays: New Years, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and the day after Thanksgiving, and Christmas Day, the first Saturday following the first Friday in the months of June and December, and after 11 hours on Sundays.

SHIFT DIFFERENTIAL

Swing Shift: +10% for first 8 hours worked. Graveyard Shift: +15% for first 8 hours worked.

MINIMUM HOURLY CHARGES

1. Special Inspector / Field Technician (Field Time Only)

- A. Cancellation of Inspections not canceled by 4:00 p.m. on preceding day 2 Hours
- B. One-half working day or less 4 Hours
- C. Over one-half working day/or begins before noon and extends into afternoon 8 Hours

2. Project Inspector (IOR)

- A. Cancellation of Inspections not canceled by 4:00 p.m. on preceding day 4 Hours
- B. One-half working day or less 4 Hours
- C. Over one-half working day/or begins before noon and extends into afternoon 8 Hours

CANCELLATIONS

No Charge if made before 4:00 p.m. of the preceding day. See Minimum Charge.

CYLINDER HOLDS

All HOLDS will be disposed of after the 28-day break meets the required PSI, unless specified in writing by the client prior to the 28 day break. Long term or large amounts of HOLD cylinders may be subject to storage fees.

OUTSIDE SERVICES

Outside services requested by client performed by others and direct costs expended on the client's behalf are charged at cost plus 20%. These expenses include equipment rental, parking, subsistence, photographs, co-insurance endorsement, etc.

MILAGE CHARGES

Mileage for inspection / technician between 40 miles and 100 miles from Willdan's nearest office will be charged at \$.50 per mile.

Any mileage over 100 is per quote basis.

REPORTING

All reports will be considered confidential information and be distributed to the client and those designated by Section 1701 UBC / Title 24, Part 1, CAC; unless authorized in writing be by client.

PAYMENT TERMS

Payment will be due on receipt of invoice. Interest will be added to accounts 30 days in arrears for each month of delinquency; the maximum rate allowed by law will be added to the unpaid balance until paid in full. Any Attorney's fees or other costs incurred in collecting any delinquent accounts will be added to the amounts due and shall be paid by the party invoiced.

PARKING

When not furnished for the Inspector, parking charges will be reimbursed by the client.

SUBSISTENCE

When applicable, subsistence will be charged to the client / project by quotation.

INSURANCE

Willdan Geotechnical/ employees carry all insurance required by law. Any additional cost for special insurance required by the client, including increased policy limits, adding additional insured parties, and waivers of subrogation will be billed at cost plus 20 percent.

LICENSES & PERMITS

Any additional cost for special licenses or permits for a project will be billed at cost.

PREVAILING WAGE

The hourly rates provided are in compliance with prevailing wage requirements. As the rates for California Prevailing Wage increase, our hourly rates will increase accordingly.



ESTIMATED COST WORKSHEET (PERVAILING WAGE)

ESTIMATED COST WORKSHEET (PERVA	ILLING					
		(\$) Per			
Description	Unit	l	Jnit	Qty.	- 10 m	Total
STRUCTURAL CONCRETE TESTING SERVICES						ell leve ellevie leve eleve le
Epoxy Inspection	Hr	\$	70	32	\$	2,240
Batch Plant Inspection	Hr	\$	70	40	\$	2,800
Concrete Compression Test, 6"x12", ASTM C39	,		0-		•	·
(Includes report and pick up)	Ea	\$	25	62	\$	1,550
CONCRETE TESTING & OBSERVAT	ION SE	ERVI	CES T	OTAL:	\$	6,590
REINFORCING STEEL						
Tensile Test, No. 8 Bar or Smaller ASTM A370	Ea	\$	45	8	\$	360
Bend Test, No. 8 Bar or Smaller ASTM A370	Ea	\$	45	8	\$	360
REINFORCING STEEL TESTI	NG SE	RVIC	CES TO	TAL:	\$	720
TECHNICIAN SERVICES						
Technician Field	Hr	\$	70	40	\$	2,800
Tag & Pick Up Rebar For Testing	Hr	\$	70	4	\$	280
Pull Testing Dowels/Anchors	Hr	\$	70	12	\$	840
Pull Testing Ceiling Wires/Splay Wires	Hr	\$	70	12	\$	840
TECHNICI	AN SE	RVI	CES TO	DTAL:	\$	4,760
STRUCTURAL STEEL WELDING/BOLTING		······				
Field Welding / Bolting Inspection	Hr	\$	70	16	\$	1,120
Fab Shop Welding Inspection (off-site local)	Hr	\$	70	8	\$	560
STRUCTURAL STEEL WELD	ING/B	OLT	ING TO	TAL:	\$	1,680
ADDITIONAL SERVICES						
Laboratory Verified Report (DSA-291)	Ea	\$	75	1	\$	75
Special Inspector Verified Report (DSA-292)	Ea	\$	75	2	\$	150
Special Inspector Form (DSA-5)	Ea	\$	75	2	\$	150
ADDITION	AL SE	RVI	CES TO	TAL:	\$	375
QA/QC ENGINEERING & ADMINISTRATIVE SUPPORT SERVICES						
Supervision, Dispatch & QA/QC	Hr	\$	110	12	\$	1,320
Lab Technician	Hr	\$	65	16	\$	1,040
Administrative/Typing Support	Hr	\$	65	8	\$	520
Engineering Review & QA/QC	Hr	\$	175	6	\$	1,050
QA/QC ENGINEERING & ADMINISTRATIVE SUPPO	RT SE	RVIC	ES TO	TAL:	\$	3,930
TOTAL ESTIMATED COST FOR DEPUTY INSPECTION AND	TEST	ING	SERVI	CES:	\$	18,100

ESTIMATED FEES (INCLUDING 10% CONTINGENCY) FOR DEPUTY INSPECTION AND TESTING SERVICES: \$ 20,000

The above schedule of charges is based on our 2012 Fee Schedule for Field and Laboratory services. The \$70 an hour rate for field technician time is valid with a daily four-hour minimum. Any hours worked in excess of the four hour minimum/or beginning before noon and extending into afternoon will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum. Additional technicians, overtime, and material testing not listed above will be provided as requested with fees as presented in the attached fee schedule. Our services are dependent upon the contractor's work schedule. Variances to the construction schedule resulting in additional hours, trips, or tests are subject to additional fees. All HOLD specimens will be disposed of after the 28-day break meets the required PSI, unless specified in writing by the client prior to the 28-day break. Long term or large amounts of HOLD specimens may be subject to storage fees.

TITLE:	Final Change Order		DATE:	10/25/2012
PROJECT:	CCC Newport Beach Le	arning Center	CCCD PROJ NO:	18010-927
то:	Attn: Jerry Cochrum Jr. Cuyamaca Const. Inc. 10763 Woodside Ave. S Santee, CA 92071 Phone: 619-449-0750 F		CONTRACT NO: DSA NO: ARCH PROJ NO: GC PROJ NO:	PO323905
CHANGES TO	CONTRACT			
00001 Final C	Change Order		Unit Cost: Unit Tax: Total:	(\$15,740.00) (\$15,740.00) \$0.00 (\$15,740.00)
The Contract The Contract The New Con The Contract	Sum Prior to This Cha Sum Will be Decreased tract Sum Including Th Time Will Not Be Chan	is Change Order	•••••	
this Change O compliance w	rder. Contractor agrees to ith applicable sections of	tions stated above as full and final settler o perform the above-described work in a the Contract Documents. This Change of eneral Conditions of the Contract Documents.	accordance with the a Order is hereby agree	bove terms and in
Cuyamaca Co	onst. Inc.	Coast Community College District	LPA	
Ву:		Ву:	By:	
	erry Cochrum Jr.	Jim Moreno Date:	D-4	eve Tiner
Construction	Manager	Division of State Architect		
Ву:		Ву:	<u>-</u>	
Date:		Date:	_	

TITLE:	Final Change Order		DATE:	10/25/2012
PROJECT:	CCC Newport Beach Le	earning Center	CCCD PROJ NO:	18010-927
TO:	Attn: Bernie Laituri		CONTRACT NO:	PO323917
	Dennison Electric		DSA NO:	
			ARCH PROJ NO:	
			GC PROJ NO:	
CHANGES TO	O CONTRACT			
00001		•		\$52,494.00
			Unit Cost:	\$52,494.00
			Unit Tax:	\$0.00
			Total:	\$52,494.00
The Original	Contract Sum was	***************************************	***************	. \$2,929,000.00
Net Change b	y Previously Authorize	d Requests and Changes	************	. \$47,392.00
	t Sum Prior to This Cha		*******	. \$2,976,392.00
	t Sum Will be Increased	***************************************	***************	. \$52,494.00
	tract Sum Including Tl	•	****	. \$3,028,886.00
	t Time Will Not Be Cha		1 }***	•
The Date of S	Substantial Completion	as of this Change Order Therefore is	••	•
this Change C compliance w approved, all	Order. Contractor agrees with applicable sections of in accordance with the G	tions stated above as full and final settle to perform the above-described work in the Contract Documents. This Change eneral Conditions of the Contract Documents.	accordance with the all Order is hereby agree nents.	bove terms and in
Dennison Ele	etrie	Coast Community College District	LPA	
By:		Ву:	By:	
	Bernie Laituri	Jim Moreno		eve Tiner
Date:		Date:	_ Date:	
Construction	Manager	Division of State Architect		
Ву:		Ву:	_	
Date:		Date:	_	

TITLE:	Final Change Order		DATE:	10/25/2012
PROJECT:	CCC Newport Beach I	earning Center	CCCD PROJ NO:	18010-927
TO;	Attn: Donna Sandoval		CONTRACT NO:	PO323909
	Southcoast Acoustical	Interiors	DSA NO:	
			ARCH PROJ NO:	
			GC PROJ NO:	
CHANGES TO	O CONTRACT			
00001 Final C	Change Order			\$26,265.00
			Unit Cost:	\$26,265.00
			Unit Tax:	\$0.00
			Total:	\$26,265.00
The Contract The New Con The Contract The Date of S Contractor act this Change O compliance w	t Sum Prior to This Charles are attract Sum Including To Time Will Not Be Charles and Completion cepts the terms and concepts the terms are ter	dhis Change Order	ment of any and all cl accordance with the a Order is hereby agree	aims arising from
Southcoast A	coustical Interiors	Coast Community College District	LPA	
Ву:		_ Ву:	By:	
ŗ	Oonna Sandoval	Jim Moreno		eve Tiner
Date:		Date:	Date:	
Construction	Manager	Division of State Architect		
Ву:		Ву:	_	
Date:				

TITLE:	FInal Change Order		DATE:		10/25/2012
PROJECT:	CCC Newport Beach	Learning Center	CCCD PF	OJ NO:	18010-927
TO:	Attn: Mitchel Haack		CONTRA	CT NO:	PO323914
	Inland Building Cons	truction	DSA NO:		
			ARCH PR	ROJ NO:	
			GC PROJ	NO:	
CHANGES T	O CONTRACȚ				
00001 Final	Change Order				(\$64,008.00
			Unit C	ost:	(\$64,008.00)
			Unit T	ax:	\$0.00
			To	tal:	(\$64,008.00)
-	Contract Sum was	**********	*************************	***********	\$245,000.0
	-	zed Requests and Changes	***************************************	***********	\$0.0
	t Sum Prior to This C t Sum Will be Decreas	_		******	\$245,000.0
	t Sum wm be Decreas atract Sum Including '		***************************************	************	(\$64,008.00 \$180,992.0
	t Time Will Not Be Cl	- Manuari		***********	#100, <i>772</i> .0
The Date of S	Substantial Completio	n as of this Change Order Th	erefore is		••
this Change C compliance w	Order. Contractor agree with applicable sections	nditions stated above as full and es to perform the above-describe of the Contract Documents. The General Conditions of the Contract	ed work in accordance v his Change Order is her	vith the a	bove terms and in
Inland Buildi	ing Construction	Coast Community Colleg	e District LPA		
Ву:		By:	By:		
	Mitchel Haack	Jim Moren	0	St	teve Tiner
Date:		Date:	Date: _		
Construction	Manager	Division of State Architec	et		
Ву:		By:			

TITLE:	Final CO			DATE:	10/30/2012
PROJECT:	CCC Newport Beach I	earning Cent	er	CCCD PROJ NO:	18010-927
TO:	Attn: Rob Morby Inland Pacific Tile, Inc			CONTRACT NO:	
	1808 Commercenter W			DSA NO:	
	Suite B San Bernardino, CA 9	2408		ARCH PROJ NO:	
	Phone: (909) 890-4526			GC PROJ NO:	
CHANGES TO	CONTRACT				
00001					(\$21,000.00)
				Unit Cost:	(\$21,000.00)
				Unit Tax:	\$0.00
W. L				Total:	(\$21,000.00)
The Contract The New Con The Contract The Date of S Contractor acc this Change O compliance wi approved, all i	epts the terms and concrete. Contractor agrees th applicable sections on accordance with the C	ch Chis Change Canged as of this Cl litions stated a to perform the f the Contract General Condi	Order nange Order Therefore is above as full and final settler as above-described work in a t Documents. This Change of tions of the Contract Docum	ment of any and all cl accordance with the al Order is hereby agree aents.	aims arising from
Inland Pacific	Tile, Inc		mmunity College District	LPA	
By:	Tal Market	- ^{By:}		By:	
Date:	Rob Morby 10/30/2012	Dodos	Jim Moreno		eve Tiner
		Date:	11/7/2012	_ Date:1(0/30/2012
Construction 1	Manager	Division o	f State Architect		
Ву:		- By:		-	
Date:		Date:		-	

TITLE:	Link-Nilsen Final CO		DATE:	10/25/2012
PROJECT:	CCC Newport Beach Lea	rning Center	CCCD PROJ NO:	18010-927
TO:	Attn: Mike Glasow Link-Nilsen Corporation 130 E. Santa Clara Street Arcadia, CA 91006 Phone: 626.445.3414 Fa		CONTRACT NO: DSA NO: ARCH PROJ NO: GC PROJ NO:	PO323912
CHANGES T	D CONTRACT			•
00001			Unit Cost: Unit Tax: Total:	(\$5,733.00) (\$5,733.00) \$0.00 (\$5,733.00)
Net Change I The Contract The Contract The New Con The Contract	Contract Sum was by Previously Authorized t Sum Prior to This Char t Sum Will be Decreased atract Sum Including Thi t Time Will Not Be Chan Substantial Completion a	ige Order was Strange Order		, , , , , , , , , , , , , , , , , , , ,
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Link-Nilsen	Corporation	Coast Community College District	LPA	
By:		By:	_ By:	
Date:	Mike Glasow	Jim Moreno Date:		eve Tiner
Construction	Manager	Division of State Architect		111111111111111111111111111111111111111
Ву:		Ву:	_	
Date:		Date:	_	

TITLE:	Final Change Order			DATE:	10/25/2012
PROJECT:	CCC Newport Beach L	earning Cente	er	CCCD PROJ NO:	18010-927
TO:	Attn: Tessa Kiess			CONTRACT NO:	PO323990
	PK Mechanical			DSA NO:	
				ARCH PROJ NO:	
				GC PROJ NO:	
CHANGES TO	CONTRACT				
00001 Final C	hange Order				(\$57,609.00)
				Unit Cost:	(\$57,609.00)
				Unit Tax:	\$0.00
				Total:	(\$57,609.00)
	Contract Sum was	*********	*******************************	*****************************	. \$1,284,000.00
	y Previously Authorize Sum Prior to This Cha	_	-	*** !!	. \$114,420.00
	Sum Will be Decrease	.1		*****	. \$1,398,420.00
	tract Sum Including T	_		***************************************	(\$57,609.00)\$1,340,811.00
	Time Will Not Be Cha		***************************************	***************************************	• • • • • • • • • • • • • • • • • • • •
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this Change O compliance w	rder. Contractor agrees ith applicable sections or	to perform th f the Contract	above as full and final settler te above-described work in a t Documents. This Change (tions of the Contract Docum	scordance with the a Order is hereby agree	have terms and in
PK Mechanic	al	Coast Cor	nmunity College District	LPA	
Ву:		Ву:		By:	
	Tessa Kiess	-	Jim Moreno	St	eve Tiner
Date:	10/25/2012	Date:	11/7/2012	Date:10	0/25/2012
Construction :	Manager	Division o	f State Architect		
Ву:		Ву:		_	
Date:		Date:		-	

TITLE:	Final Change Orde	Г		DATE:		10/25/2012
PROJECT:	CCC Newport Bear	ch Learning Cente	er	CCCD PROJ	NO:	18010-927
TO:	Attn: Joe Peregretti			CONTRACT		
	K&Z Cabinet Co.,			DSA NO:		
	1450 South Grove A Ontario, CA 91761			ARCH PROJ	NO.	
	Phone: 909-947-35	67 Fax: 909-94	7-3264	GC PROJ NO		
CHANGES T	O CONTRACT					er e
00001			•			(\$22.797.00
				Unit Cost:		(\$33,787.00) (\$33,787.00)
	•			Unit Tax:		\$0.00
				Total:		(\$33,787.00)
The Original	Contract Sum was	P4422444444444444444444444444444444444				6220 530 o
	by Previously Autho				441111111	\$339,520.0 \$0.0
	-			*****************		30.0

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The Contrac The New Con The Contrac The Date of S Contractor ac this Change Compliance w	t Sum Prior to This t Sum Will be Decre atract Sum Includin t Time Will Not Be Substantial Complet cepts the terms and corder. Contractor agr ith applicable section in accordance with the t Co., Inc. Joe Peregretti 10/25/2012	Change Order weased g This Change Of Changed changed conditions stated a rees to perform the res of the Contract ree General Conditions Coast Community By: Date:	prder ange Order Therefore is bove as full and final settle above-described work in a Documents. This Change ions of the Contract Docum munity College District Jim Moreno 11/7/2012	ment of any and accordance with Order is hereby nents. LPA By:	all clai the abo agreed	\$339,520.00 (\$33,787.00 \$305,733.00 ims arising from ove terms and in to, accepted and

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ADDENDUM NO. 2

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES BETWEEN CW Driver

AND

COAST COMMUNITY COLLEGE DISTRICT

Coastline College Newport Beach Learning Center

The Construction Management Agreement, approved by the Coast Community College District Board of Trustees on November 7, 2012 between the Coast Community College District and CW Driver, is hereby amended as follows:

		New Total Amount:	\$1,	916,390
		Previous Amount:	\$1,	859,165
		Amount this Addendum:	\$	57,225
3.	Compensation shall be amended	d as follows:		
	One month additional Construction required to support DSA required a (smoke evacuation, emergency ger	dditions	\$	57,225
2.	Services shall be amended as fo	llows:		
1.	TERM OF THE AGREEMENT, s An additional month October 16,)12

All other provisions of the Agreement for Architectural Services shall remain in full force and effect and shall not be changed by this addendum. This addendum shall be effective from the date of its approval by the Board of Trustees of the Coast Community College District.

COAST COMMUNITY COLLEGE DISTRICT A Public Educational Agency	CW Driver
President, Board of Trustees Coast Community College District	
Dated:	Dated:

Amendment Board Date: November 7, 2012

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Approval of Instructional Material Fees
A copy is available for viewing in the Board Office.

Golden West College

Effective Spring 2013	From	То
<u>Deletions</u>		
Cosmetology G021 – Cosmetology Level 1 Explanation: Kits are now sold at the GWC Bookstore.	\$1,579.00	\$0
Cosmetology G071 - Esthetics Level 1 Explanation: Kits are now sold at the GWC Bookstore.	\$1,017.00	\$0
Kinesiology G101 - First Aid/Cardio-Pulmonary Resuscitation	\$5.00	\$0
Revisions (Increase):		
Art G150 – Printmaking 1	\$17.00	\$25.00

Coastline Community College ARTICULATION GOALS FOR 2012-2013

Goal #1: Maintain and update CSU and UC course articulation data.

Activities	Responsible Person	Timeline
Identify appropriate new courses for inclusion on CSU and UC transfer patterns.	Articulation Officer	Ongoing
Submit new courses for review to the CSU Chancellor's Office for CSU GE Certification.	Articulation Officer	December
Submit new courses for review to the UC Office of the President and CSU Chancellor's Office for IGETC Certification.	Articulation Officer	December
Submit new courses for review to the UC Office of the President for addition to the UCTCA.	Articulation Officer	Summer and October
Provide Summary of Curricular Changes to campus Articulation Officers.	Articulation Officer/Instructional Office	Fall

Goal #2: Maintain and update CSU and UC Major Preparation data.

Activities	Responsible Person	Timeline
Identify courses for potential CSU and UC major preparation.	Articulation Officer	Ongoing
Submit Course Outlines to CSU and UC campuses for articulation.	Articulation Officer	Ongoing
Respond to Faculty, Student and Instructional Deans requests for course articulation.	Articulation Officer	Ongoing

Goal #3: Maintain and increase articulation agreements and MOUs with private four-year colleges and universities.

Activities	Responsible Person	Timeline
Update existing agreements	Articulation Officer	Ongoing
Identify additional institutions for potential agreements.	Articulation Officer	Ongoing
Respond to articulation requests from private colleges and universities.	Articulation Officer	Ongoing
Identify additional four-year private institutions with Military programs	Military Counselor	Ongoing
Maintain access to Articulation agreements and MOUs for counselors and students, such as a database or weblinks.	Articulation Officer with Web Master	Ongoing

Goal #4: Maintain and monitor articulation data.

Activities	Responsible Person	Timeline
Update information on the ASSIST website by use of OSCAR.	Articulation Officer	Quarterly
Submit changes and corrections to ASSIST outside of regular maintenance when needed.	Articulation Officer	Ongoing
Provide faculty, students and staff with articulation updates.	Articulation Officer	Ongoing
Update articulation information in the catalog, schedule, and D.L. Guide	Articulation Officer	Spring
Update Student Advisement Planning sheets and Certification forms.	Articulation Officer	Spring
Assist with Major prep and Areas of Emphasis information for AA degree.	Articulation Officer	Ongoing
Monitor accuracy of Articulation data for CurricUNET and Degree Works projects	Articulation Officer	Fall and Spring

Goal #5: Serve as resource person for students, faculty, staff and administration.

Activities	Responsible Person	Timeline
Advocate for students when articulation	Articulation Officer	Ongoing
issues arise.		
Provide articulation data when needed.	Articulation Officer	Ongoing
Serve as consultant for articulation of both	Articulation Officer	Ongoing
incoming and outgoing courses.		- •
Assist faculty and staff with development of	Articulation Officer	Ongoing
majors and courses		

Goal #6: Maintain active involvement in Articulation and Transfer Activities.

Activities	Responsible Person	Timeline
Attend College Curriculum Committee	Articulation Officer	Monthly
Meetings		•
Attend CIAC Conferences	Articulation Officer	Spring
Attend SCHEC and SCIAC Meetings	Articulation Officer	Fall and Spring
Attend Region 8 Articulation Officers	Articulation Officer	Monthly
meetings.		October – May
Attend CSU, UC, and private university	Articulation Officer	Fall and Spring
transfer workshops and conferences.		
Meet with other college and university	Articulation Officer	Ongoing
Articulation Officers when necessary.		
Meet with Coast district Articulation Officers	Articulation Officer	Monthly
to share college Articulation updates.		
Participate on district Degree Audit Project	Articulation Officer	Ongoing
Participate in CurricuNet start-up for	Articulation Officer	Ongoing
articulation related needs		
Participate in C-ID project for statewide	Articulation Officer	Ongoing
common course numbering	And discipline faculty	
Participate in implementation of SB 1440	Articulation Officer, faculty	Ongoing
For a Transfer degree and majors	and Instruction Office	

Transfer Center Goal #1: Increase Coastline's profile among service area High Schools and create effective partnerships/transfer paths with 4-year institutions. Increase the visibility of the Transfer Center's services, resources, and events to students via print and electronic marketing efforts.

Activities	Responsible Person(s)	Timeline
The Transfer Center will provide information about College majors and certificates, advice regarding transfer preparation and timelines, academic counseling, workshops, activities and events to support students' transfer goals.	Dean of Counseling and Matriculation serves as the Transfer Center (TC) Director TC Staff Assistant Designated Personnel	July 1, 2012 – June 30, 2013 On-going activity
Will participate in meetings/events (e.g., Region 8, Transfer Center Directors' Association, and consortiums) which promote agreements with local high schools and 4-year institutions.	Dean of Counseling and Matriculation Academic Counselors Designated Personnel	July 1, 2012 - June 30, 2013 On-going activity
Will keep all transfer materials and resources current and relevant.	TC Staff Assistant	July 1, 2012 – June 30, 2013 On-going activity
Transfer Center web page will contain information and updates that promotes all internal and external transfer events.	TC Staff Assistant	July 1, 2012- June 30, 2013 On-going activity
Transfer Fairs/Events will be coordinated for 4-year university representatives visits during the 2012-2013 Academic Year.	Dean of Counseling and Matriculation serves as Transfer Center (TC) Director, TC Staff Assistant Designated personnel	July 1, 2012 - June 30, 2013 On-going activity
Academic counselors will continue to evaluate the formulation of majors and sample program of study for the STAR Fast-Track (accelerated) Program. The academic counselors will promote the STAR Fast-Track Program awareness to students seeking an accelerated program for transfer to the with 4-year universities.	Dean of Counseling and Matriculation Academic Counselors TC Staff Assistant	July 1, 2012 - June 30, 2013 On-going activity

Transfer Center Goal #2: Create friendly and accessible space for students to access print and online resources for transfer research and preparation and receive on-site assistance from counselors, staff, and representatives from 4-year colleges and universities.

Activities	Responsible Person(s)	Timeline
The Transfer Center, located at the Garden Grove Learning Center, will continue to be accessible to all Coastline students, especially students taking courses at the center. With two computer monitors and printer installed, academic counselors and staff counselors will guide students' use to research ASSIST, EUREKA, and career/major goals. All Coastline academic counselors and department staff will be current on transfer activities, procedures, and opportunities.	Dean of Counseling and Matriculation Academic Counselors TC Staff Assistant	July 1, 2012 - June 30, 2013 On-going activity
The Counseling Department will review and develop transfer options from various 4-year colleges and universities that include 'brick and mortar' and online degree programs, for students. Transfer students will be provided with the following services: (a) meet with college representatives online, (b) database on 4-year schools that offer online BA degrees, and (c) visit schools that have 'virtual' campus tours. A 'virtual' campus tours' will be developed (e.g., UC Berkeley).	Dean of Counseling and Matriculation Academic Counselors TC Staff Assistant	July 1, 2012- June 30, 2013 On-going activity

Transfer Center Goal #3: Provide students with convenient access to knowledgeable academic counselors for development of Student Education Plans that lead to transfer-readiness, and to Transfer Center staff for assistance with online use and print resources.

Activities	Responsible Person(s)	Timeline
Academic counselors will advise students on their transfer educational plans by appointment, phone or electronic methods at the Transfer Center and all College learning site locations. Additional walk-in advisements will be scheduled throughout the academic year.		July 1, 2012 - June 30, 2013 On-going activity

Transfer Center Goal #4: Meet regularly with the Transfer Center Advisory Committee, College's Student Success Committee, and other groups to update long- and short-term service priorities and advocate for budgetary, staffing and facility needs.

Activities	Responsible Person(s)	Timeline
Monthly meetings will be held with the academic counselors, Coastline Student Success Committee and Transfer Center Advisory Committee. Agenda topics to include review of transfer services offered, student needs and the use of software/technology available.	Dean of Counseling and Matriculation Academic Counselors Department Staff College Personnel	August 27, 2012-May 25, 2013

<u>Transfer Center Goal #5</u>: Work with the College's Office of Institutional Research Department to track Coastline students' transfer progress and completion rates, students who transition to the CSUs, UC, and private universities, and student feedback regarding quality and scope of services provided by the Transfer Center.

Activities	Responsible Person(s)	Timeline
The Counseling Department/Transfer Center will meet with the Office of Institutional Research personnel to obtain student statistics and data related to transfer, completion, and majors.	Dean of Counseling and Matriculation Designated department personnel	July 1, 2012-June 30, 2013 On-going activity
Coastline students will be surveyed on their satisfaction with the services, events, and workshops by the Transfer Center.	Dean of Counseling and Matriculation Academic Counselors TC Staff Assistant	July 1, 2012 - June 30, 2013 On-going activity