
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Tuesday, November 20, 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 (Items on Closed Session 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
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators

Reappointments

Public Safety Training Coordinator
Director of Marine Programs
Associate Dean
Director, Accessibility Center for Education
Division Dean
Vice President
Executive Dean
Director, Financial Aid and EOPS
General Manager Food Services
Administrative Director, Research, Planning and Instructional Effectiveness

6. Classified Management
7. Classified Staff
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments

Special Assignment
Division Area Office Coordinator
Military Contract Education Staff Aide
Military Contract Education Tech III
Staff Assistant
Student Financial Aid Specialist

10. Hourly Staff
11. 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
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. Three Cases including the following:

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. 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 at 6:30 p.m.

1.06 Pledge of Allegiance - Trustee Dave Grant

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.

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

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
(including Faculty Spotlight)
- 2.06 Reports from the Board of Trustees
- 2.07 Reports from the Board Committees and Review of Board Committee
Meeting Dates
- 2.08 Report on Community Education
- 2.09 Report to Address Signatures on Contracts
- 2.10 Report on Golden West College Writing Center
- 2.11 Annual District-Wide Institutional Effectiveness Report 2011-2012
- 2.12 Report on the Status of the Terms of Sale of KOCE
- 2.13 Longevity Payments
- 3.00 Matters for Review, Discussion and/or Action
 - 3.01 Board Meeting Dates
 - 3.02 Accreditation Visit Dates
 - 3.03 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)
 - 3.04 The Board Directives Log

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 Authorization for Student Trips
 - 5.01 GWC - Student Trips
- 6.00 Authorization for Special Projects
 - 6.01 DIS - Special Projects

- 6.02 OCC - Special Projects
 - 6.03 CCC - Special Projects
 - 6.04 GWC - Special Projects
- 7.00 Authorization for Funded Programs
 - 7.01 DIS - Authorization for Funded Programs
- 8.00 - Authorization to Enter Into Standard Telecourse Agreements
 - 8.01 CCC - Standard Telecourse Agreements
- 9.00 Approval of Standard Agreements
 - 9.01 OCC - Standard Agreements
 - 9.02 CCC - Standard Agreements
- 10.00 Authorization for Purchase of Institutional Memberships
 - 10.01 DIS - Institutional Memberships
 - 10.02 CCC - Institutional Memberships
 - 10.03 GWC - Institutional Memberships
- 11.00 Authorization for Community Activities
 - 11.01 OCC - Community Activities
- 12.00 Personnel Items
 - 12.01 DIS - Personnel Items
 - a. Authorization for Professional Experts
- 13.00 Authorization for Independent Contractors
 - 13.01 DIS - Independent Contractors
 - 13.02 OCC - Independent Contractors
 - 13.03 CCC - Independent Contractors
 - 13.04 GWC - Independent Contractors
- 14.00 Authorization for Professional Development Program
 - 14.01 DIS - Professional Development

- 15.00 Approval of Purchase Orders**
 - 15.01 DIS - Purchase Orders**
- 16.00 Ratification/Approval of Checks**
 - 16.01 DIS - Ratification/Approval of Checks**
- 17.00 Check List for General Obligation Bond Fund**
 - 17.01 DIS - General Obligation Bond Fund**
- 18.00 Authorization for Special Payments**
 - 18.01 OCC - Special Payments**

DISCUSSION CALENDAR

- 19.00 Approval of Agreements**
 - 19.01 OCC - Approve Non-Standard Agreement between The Regents of the University of California Puente Project and the Coast Community College District to Provide for Educationally Disadvantaged Students at Orange Coast College**
 - 19.02 CCC - Approve Memorandum of Understanding between Commanding Officer, Center for Personal and Professional Development, Department of the Navy and the Coast Community College District to Provide Educational Services to Sailors in Support of the Navy College Program Distance Learning Partnership (NCPDLP) Program**
 - 19.03 CCC - Approve Master Agreement between Times Media Co. Ltd. and the Coast Community College District to Provide the Education Bound United States (EBUS) Program to Include English Language Assessment, Counseling and Instruction**
 - 19.04 CCC - Approve Scope of Work No. 1 - Program Services Proposal under the Master Educational Services Agreement between Times Media Co. Ltd., and the Coast Community College District for Coastline Community College to Provide Education Bound United States (EBUS) Program Services, including English Language Assessment, Counseling and Instruction to Korean International Students**
 - 19.05 CCC - Authorization to Enter into a Lease Agreement between Esplanade Sullivan LLC and Esplanade Takeyama LLC and the Coast Community College District (Coastline Community College)**
- 20.00 Buildings and Grounds Approvals**
 - 20.01 DIS - Approve Change Order No. 3; Coastline Community College Newport Beach Learning Center, Increment 2; Bid No. 1992**

- 20.02 DIS - Approve Standard Professional Services Agreement with UCMI, Inc., for Inspection Services; Orange Coast College Art Center, Photo Lab Modernization Project**
 - 20.03 DIS - Approve Standard Professional Services Agreement with Converse Consultants for Geoseismic/Geotechnical Study and Reporting; Orange Coast College Planetarium Project**
 - 20.04 DIS - Approve Non-Standard Agreement with Hall & Foreman, Inc. for Topographical Survey Sciences; Orange Coast College Planetarium Project**
- 21.00 General Items of Business**
 - 21.01 DIS - Approval of Contractors for FY 2012-2013 Pursuant to District's Standard Annual Agreement for Contractor Services**
 - 21.02 DIS - Review of Institutional Self-Evaluations for Re-Affirmation of Accreditation: Orange Coast College, Golden West College and Coastline Community College**
 - 21.03 OCC - Approval of 2012-2013 Articulation and Transfer Center Plan**
 - 21.04 CCC - Authorization for Coast Community College District (Coastline Community College) to Donate Computers to the League of United Latin American Citizens (Orange County LULAC Foundation), a Non-Profit Organization**
- 22.00 Resolutions**
 - 22.01 DIS - Adoption of Resolution #12-37 Authorizing Payment to Trustee Absent from Board Meeting**
- 23.00 Approval of Minutes**
 - 23.01 DIS - Approval of Minutes**
- 24.00 Policy Implementation/Administrative Procedure Ratification**
 - 24.01 DIS - Approval of Revisions to Board Policy 6150 Designation of Authorized Signatures**
- 25.00 Close of Meeting**
 - 25.01 Adjournment**



PRELIMINARY MATTERS
(White Pages)

Tuesday, November 20, 2012
Regular Meeting

1. Preliminary Matters

Subject	1.01 - 1.08 Preliminary Matters
Meeting	Nov 20, 2012 - Regular Meeting
Category	1. Preliminary Matters
Access	Public
Type	Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (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 Dave Grant

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session)

GENERAL INFORMATION AND REPORTS
(White Pages)

2. Informative Reports

Subject	2.01 - 2.13 Informative Reports
Meeting	Nov 20, 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 Hornbuckle, 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

Personnel Committee, November 26, 2012 at 3:30 p.m., Board of Trustees' Conference Room
Accreditation Committee, December 4, 2012 at 3:00 p.m., Board of Trustees' Conference Room
Audit and Budget Committee, December 5, 2012 at 8:30 a.m., Board of Trustees' Conference Room
Legislative Affairs Committee, January 10, 2013 at 1:30 p.m., Board of Trustees' Conference Room
Audit and Budget Committee, January 15, 2013 at 9:00 a.m., Board of Trustees' Conference Room

2.08 Report on Community Education

The Chancellor will report on Community Education plans with respect to programs and courses in response to Board Log Item #3. (See Attachment # 1)

2.09 Report to Address Signatures on Contracts

The Chancellor will provide a report concerning verification of authorized vendor signatures on contracts, in response to Board Log Item #6.

2.10 Report on Golden West College Writing Center

The Chancellor and Golden West College President will provide a report to address revenue issues pertaining to the Golden West College Writing Center, in response to Board Log Item #11. (See Attachment # 2)

2.11 Annual District-Wide Institutional Effectiveness Report 2011-12

Coast Community College District (CCCD) is dedicated to excellence in providing higher education. A key factor in ensuring educational quality is conducting an ongoing assessment of the District's effectiveness. Assessment gauges past performance and identifies areas for future improvement and growth.

This document contains CCCD's assessment of institutional effectiveness. This ongoing evaluation reflects the commitment of many individuals within the District to examine our institutional strengths and identify areas for improvement. To that end, the report is divided into four major areas related to the District's and Coast Colleges' mission, goals, functions, and resources. These topic areas include: **Student Learning, Achievement and Development; Student Outreach and Responsiveness to the Community; Faculty, Staff and Administrators/Managers; and Fiscal Support.** The report will be provided to the Board of Trustees at the Board Meeting.

2.12 Report on the Status of the Terms of Sale of KOCE

The Chancellor will provide a report to address the status of the terms of sale of KOCE in response to Board Log Item #2. (See Attachment # 3)

2.13 Longevity Payments

Pursuant to the Agreement between the District and the Coast Federation of Classified Employees (CFCE), Article 19.2 and Board Policy 080-1-4, the following classified and confidential employees will be granted the

annual longevity payments as shown.

File Attachments

[Community Education Report to 11-20-12 BOT.pdf \(153 KB\)](#)

[GWC Writing Center Report 11 20 12.pdf \(80 KB\)](#)

Longevity Payments

Emp_Name	Senr_Date	Senr_YY_MM	Long_Pct	Annual_Sal	FTE	Long_Amt
Agag-Maxwell, Diana	1/20/2004	8y 10m	3.00	51,770.04	1.00	\$728.10
Aguillon, Jessica	8/13/1997	15y 3m	7.25	17,593.90	0.56	\$1,128.33
Aguirre, Isaiah	2/26/2007	5y 9m	1.50	48,086.04	1.00	\$364.05
Aguirre, Vanessa	5/14/2008	4y 6m	1.50	45,753.00	1.00	\$364.05
Aistrich, Darian	5/2/2002	10y 6m	4.50	74,868.96	1.00	\$1,092.15
Ajbani, Minal	6/14/2004	8y 5m	3.00	67,803.96	1.00	\$728.10
Akiona, Amy	8/13/2001	11y 3m	4.50	53,001.96	1.00	\$1,092.15
Alatorre, Patricia	1/20/2000	12y 10m	7.25	53,001.96	1.00	\$1,759.57
Alcala, Jesus	7/12/2004	8y 4m	3.00	55,677.00	1.00	\$728.10
Alcaia, Norma	4/29/1996	16y 7m	7.25	53,001.96	1.00	\$1,759.57
Allen, Blair	11/4/1991	21y 0m	10.00	73,020.96	1.00	\$2,427.00
Allen, Timothy	8/16/2004	8y 3m	3.00	51,770.04	1.00	\$728.10
Allen, William	1/4/1999	13y 10m	7.25	55,677.00	1.00	\$1,759.57
Altobelli, Anthony	5/1/2006	6y 7m	3.00	63,342.84	1.00	\$728.10
Alu, Tom	6/16/1994	18y 5m	10.00	50,445.96	1.00	\$2,427.00
Amitoelau, Sylvia	8/1/2003	9y 4m	4.50	93,405.00	1.00	\$1,092.15
Anderson, Jacqueline	11/3/2003	9y 0m	4.50	44,169.00	1.00	\$1,092.15
Anderson, Rayline	1/2/2001	11y 10m	4.50	39,089.00	1.00	\$1,092.15
Andrews, Pamela	3/19/1984	28y 8m	13.00	44,652.96	1.00	\$3,155.10
Anguis, Jenny	1/4/2000	12y 10m	7.25	55,677.00	1.00	\$1,759.57
Anzaldo, Maria	6/28/1999	13y 5m	7.25	46,803.36	1.00	\$1,759.57
Aper, Dorothy	8/10/1994	18y 3m	10.00	59,964.00	1.00	\$2,427.00
Apodaca, Angela	6/25/1991	21y 5m	10.00	50,445.96	1.00	\$2,427.00
Araujo, Margaret	11/10/2003	9y 0m	4.50	35,388.20	1.00	\$1,092.15
Area, Sheryl	6/22/1992	20y 5m	10.00	66,165.00	1.00	\$2,427.00
Arellano, Cristina	10/15/2007	5y 1m	1.50	55,677.00	1.00	\$364.05
Arendsdorf, Thomas	3/17/2008	4y 8m	1.50	51,833.40	1.00	\$364.05
Arroyo, Elvia	1/26/2007	5y 10m	1.50	46,803.36	1.00	\$364.05
Arroyo, Gabriel	4/16/1990	22y 7m	13.00	54,327.00	1.00	\$3,155.10
Arroyo, Jorge	1/5/2004	8y 10m	3.00	59,964.00	1.00	\$728.10
Arroyo, Leticia	8/3/1998	14y 3m	7.25	48,086.04	1.00	\$1,759.57
Arroyo, Veronica	5/21/2007	5y 6m	1.50	55,677.00	1.00	\$364.05
Au, Duc	1/2/2007	5y 10m	1.50	48,086.04	1.00	\$364.05
Auduong, Anh	5/1/1981	31y 7m	13.00	74,868.96	1.00	\$3,155.10
Ausmus, Colleen	11/28/2005	7y 0m	3.00	50,445.96	1.00	\$728.10
Avalos, Mary	1/4/1999	13y 10m	7.25	74,868.96	1.00	\$1,759.57
Avila Moreira, Nicolas	11/19/2001	11y 0m	4.50	51,770.04	1.00	\$1,092.15
Bach, Bebe	1/13/1989	23y 10m	13.00	55,677.00	1.00	\$3,155.10
Bailey, Marilyn	1/19/2006	6y 10m	3.00	50,445.96	1.00	\$728.10
Baker, Timothy	5/18/2006	6y 6m	3.00	64,512.96	1.00	\$728.10
Barber, Shaunick	3/8/2007	5y 8m	1.50	58,496.04	1.00	\$364.05
Barcenas, Jose	9/8/1986	26y 2m	13.00	59,964.00	1.00	\$3,155.10
Barcenas, Leonor	5/19/2008	4y 6m	1.50	45,714.96	1.00	\$364.05

Barker, Linda	8/2/2004	8y 3m	3.00	51,770.04	1.00	\$728.10
Barrera, Esteban	7/20/1998	14y 4m	7.25	49,280.04	1.00	\$1,759.57
Barry, Nancy	9/7/2000	12y 2m	7.25	53,001.96	1.00	\$1,759.57
Bayes, Chauncey	3/22/1999	13y 8m	7.25	64,512.96	1.00	\$1,759.57
Beale, Michael	10/23/2000	12y 1m	7.25	44,541.60	0.80	\$1,436.99
Bell, Angela	5/23/2007	5y 6m	1.50	64,512.96	1.00	\$364.05
Benavides, Cristina	5/16/2005	7y 6m	3.00	51,770.04	1.00	\$667.43
Benes, Bryce	9/6/2005	7y 2m	3.00	38,128.00	1.00	\$728.10
Bernard, Becky	8/5/1997	15y 3m	7.25	40,073.00	1.00	\$1,487.64
Black, Lynn	7/30/2007	5y 4m	1.50	74,868.96	1.00	\$364.05
Blackman, Darin	7/23/1992	20y 4m	10.00	93,405.00	1.00	\$2,427.00
Blake, Janis	10/12/1992	20y 1m	10.00	61,497.96	1.00	\$2,427.00
Bledsoe, Katherine	2/16/2006	6y 9m	3.00	53,001.96	1.00	\$728.10
Boelzner, Joyce	9/30/1998	14y 2m	7.25	39,089.00	1.00	\$1,759.57
Borja, Sergio	5/8/2008	4y 6m	1.50	51,770.04	1.00	\$364.05
Borkenhagen, Brian	8/1/1988	24y 4m	13.00	73,020.96	1.00	\$3,155.10
Bowman, Laurie	8/18/1988	24y 3m	13.00	36,064.56	0.75	\$2,366.33
Boyle, Robin	7/1/2004	8y 5m	3.00	51,770.04	1.00	\$728.10
Brady, Paula	11/27/2000	12y 0m	7.25	73,952.04	1.00	\$1,759.57
Brahmbhatt, Niharika	12/6/2005	6y 11m	3.00	53,001.96	1.00	\$728.10
Brahmbhatt, Harshad	5/22/1998	14y 6m	7.25	58,496.04	1.00	\$1,759.57
Brahmbhatt, J	11/20/1997	15y 0m	7.25	73,020.96	1.00	\$1,759.57
Brahmbhatt, Ravindra	3/7/2005	7y 8m	3.00	53,001.96	1.00	\$728.10
Brazney, Suzanne	10/10/2002	10y 1m	4.50	55,677.00	1.00	\$1,092.15
Brenner, Candace	9/6/1976	36y 2m	13.00	50,777.40	0.91	\$3,062.55
Bricca, Renza	8/23/2001	11y 3m	4.50	57,093.00	1.00	\$1,092.15
Broberg, Scott	9/12/1994	18y 2m	10.00	63,006.00	1.00	\$2,427.00
Brown, Patricia	5/22/1996	16y 6m	7.25	51,770.04	1.00	\$1,759.57
Bryant, Anthony	2/27/2005	7y 9m	3.00	48,080.76	1.00	\$728.10
Bui, Thuy	9/17/2001	11y 2m	4.50	31,278.00	1.00	\$1,092.15
Bunnell, Dave	4/22/2005	7y 7m	3.00	44,652.96	1.00	\$728.10
Burnett, Brian	12/10/2007	4y 11m	1.50	82,512.00	1.00	\$364.05
Burton, Jane	9/30/2004	8y 2m	3.00	70,367.04	1.00	\$728.10
Busser, Liza	12/19/2004	7y 11m	3.00	50,445.96	1.00	\$728.10
Camody, Laurie	3/2/1984	28y 8m	13.00	61,497.96	1.00	\$3,155.10
Campbell, Rosalind	1/4/2001	11y 10m	4.50	61,497.96	1.00	\$1,092.15
Carey, Michael	5/25/1985	27y 6m	13.00	84,582.96	1.00	\$3,155.10
Carranza, Oscar	10/28/1998	14y 1m	7.25	45,753.00	1.00	\$1,759.57
Carrizo, Michael	1/6/1997	15y 10m	7.25	57,093.00	1.00	\$1,759.57
Carroll, Kym	7/16/1998	14y 4m	7.25	48,086.04	1.00	\$1,759.57
Carter, John	5/1/2004	8y 7m	3.00	51,038.02	1.00	\$728.10
Carter, Le	2/18/1992	20y 9m	10.00	52,968.24	1.00	\$2,427.00
Castellanos-Gaona, S	10/17/2005	7y 1m	3.00	55,685.16	1.00	\$728.10
Cavanagh, Robert	8/20/2001	11y 3m	4.50	48,717.90	1.00	\$1,092.15
Cervantes, Rachel	6/26/2000	12y 5m	7.25	55,677.00	1.00	\$1,759.57

Chan, John	4/9/2007	5y 7m	1.50	19,055.89	0.49	\$177.47
Chauhan, Deepak	11/19/1990	22y 0m	13.00	71,238.00	1.00	\$3,155.10
Chesney, Heather	1/10/1996	16y 10m	7.25	50,445.96	1.00	\$1,759.57
Choe, Thomas	4/14/2008	4y 7m	1.50	51,770.04	1.00	\$364.05
Chotima, Poomchai	10/16/1991	21y 1m	10.00	55,677.00	1.00	\$2,427.00
Chung, Cidney Chau	3/10/2005	7y 8m	3.00	53,001.96	1.00	\$728.10
Churan, Rex	4/13/1997	15y 7m	7.25	51,598.80	1.00	\$1,759.57
Cilley, Brock	8/17/1984	28y 3m	13.00	66,110.28	1.00	\$3,155.10
Clark, John	8/15/1994	18y 3m	10.00	82,512.00	1.00	\$2,427.00
Clark, Wendy	1/2/2008	4y 10m	1.50	51,770.04	1.00	\$364.05
Clarke, Christy	1/11/1999	13y 10m	7.25	45,753.00	1.00	\$1,759.57
Clausen, Carolyn	11/20/2001	11y 0m	4.50	57,093.00	1.00	\$1,092.15
Clevenger, Julia	12/3/1990	21y 11m	10.00	73,952.04	1.00	\$2,427.00
Cline, James	7/1/1998	14y 5m	7.25	73,020.96	1.00	\$1,759.57
Coker, Paula	1/2/2008	4y 10m	1.50	53,001.96	1.00	\$364.05
Cole, Randal	11/12/1985	27y 0m	13.00	93,405.00	1.00	\$3,155.10
Collins, Shirley	1/2/2002	10y 10m	4.50	61,497.96	1.00	\$1,092.15
Cong Huyen Ton Nu, T	11/13/2001	11y 0m	4.50	31,278.00	1.00	\$1,092.15
Conlisk, Karen	8/29/2005	7y 3m	3.00	64,512.96	1.00	\$728.10
Cortes, Barbara	3/16/1988	24y 8m	13.00	39,089.00	1.00	\$3,155.10
Cortes, Irma	10/4/2000	12y 1m	7.25	44,652.96	1.00	\$1,759.57
Cotter, Ray	2/1/2005	7y 10m	3.00	82,512.00	1.00	\$728.10
Craig, Mark	7/1/1983	29y 5m	13.00	64,572.84	1.00	\$3,155.10
Crawford, Mary	11/24/2003	9y 0m	4.50	51,770.04	1.00	\$1,092.15
Crumsey, Marie	7/19/1993	19y 4m	10.00	58,496.04	1.00	\$2,427.00
Cruz, Baltazar	4/1/1998	14y 8m	7.25	43,538.04	1.00	\$1,759.57
Cruz, Beatriz	1/29/2007	5y 10m	1.50	46,803.36	1.00	\$364.05
Cruz, Eucario	2/22/1988	24y 9m	13.00	51,770.04	1.00	\$3,155.10
Cruz, Juan	3/4/1996	16y 8m	7.25	49,184.52	1.00	\$1,759.57
Cuevas, Daniel	5/6/1998	14y 6m	7.25	38,128.00	1.00	\$1,759.57
Curren, Alice	7/20/1995	17y 4m	10.00	51,770.04	1.00	\$2,427.00
Dahl, Craig	8/18/1997	15y 3m	7.25	49,184.52	1.00	\$1,759.57
Dalrymple, Robert	8/29/2005	7y 3m	3.00	61,497.96	1.00	\$728.10
Danci, Nicoleta	8/20/2001	11y 3m	4.50	47,492.80	0.80	\$873.72
Daniel, Marion	10/10/2006	6y 1m	1.50	50,445.96	1.00	\$364.05
Davis, Janice	2/10/1994	18y 9m	10.00	50,445.96	1.00	\$2,427.00
Day, David	1/3/1995	17y 10m	10.00	49,280.04	1.00	\$2,427.00
De Battista, Janice	4/25/1988	24y 7m	13.00	64,572.84	1.00	\$3,155.10
De La Rosa, Jennifer	6/22/2006	6y 5m	1.50	64,512.96	1.00	\$364.05
De Leon, Leopoldo	8/12/1975	37y 3m	13.00	64,461.36	1.00	\$3,155.10
De Pretto, Diane	11/28/1983	29y 0m	13.00	71,238.00	1.00	\$3,155.10
Deaso, Andrew	1/3/2006	6y 10m	3.00	84,582.96	1.00	\$728.10
Deculit, Tim	2/13/2002	10y 9m	4.50	48,086.04	1.00	\$1,092.15
Delaney, Jeffrey	9/28/1998	14y 2m	7.25	51,770.04	1.00	\$1,759.57
Deniken, Joan	11/27/2006	6y 0m	1.50	46,243.01	1.00	\$364.05

Denunno, Maria	6/23/2005	7y 5m	3.00	55,677.00	1.00	\$728.10
Dick, Adele	5/24/1999	13y 6m	7.25	55,677.00	1.00	\$1,759.57
Dietrichson, Theresa	6/5/1990	22y 5m	13.00	55,677.00	1.00	\$3,155.10
Dinh, Hung	2/24/2004	8y 9m	3.00	50,445.96	1.00	\$728.10
Dluzak, David	3/20/2000	12y 8m	7.25	64,512.96	1.00	\$1,759.57
Dominguez, Heather	7/6/2004	8y 4m	3.00	57,093.00	1.00	\$728.10
Donahue, Kevin	4/16/2001	11y 7m	4.50	61,497.96	1.00	\$1,092.15
Drennen, Pamela	2/8/2007	5y 9m	1.50	55,677.00	1.00	\$364.05
Duarte, Teresa	4/11/2005	7y 7m	3.00	46,398.00	1.00	\$728.10
Duenas, Yolanda	3/6/2002	10y 8m	4.50	55,677.00	1.00	\$1,092.15
Dunn, Earleen	4/10/2000	12y 7m	7.25	57,043.32	1.00	\$1,759.57
Dupuy, Lisa	8/28/2000	12y 3m	7.25	55,677.00	1.00	\$1,759.57
Durand, Evonne	3/14/2000	12y 8m	7.25	68,149.92	1.00	\$1,759.57
Durkee, Dolores	8/16/2001	11y 3m	4.50	50,445.96	1.00	\$1,092.15
Durkin, Peter	11/12/1991	21y 0m	10.00	73,020.96	1.00	\$2,427.00
Dutro, Chastity	4/23/2001	11y 7m	4.50	54,327.00	1.00	\$1,092.15
Dutro, Shawn	6/1/2006	6y 6m	3.00	57,093.00	1.00	\$728.10
Eldridge, Keven	3/7/2005	7y 8m	3.00	53,001.96	1.00	\$728.10
Ellis, Jodi	9/7/2004	8y 2m	3.00	45,753.00	1.00	\$728.10
Ellis-McCarthy, S	04/02/2001	11y 7m	4.50	55,677.00	1.00	\$1,092.15
Erger, Cynthia	8/6/2001	11y 3m	4.50	37,211.00	1.00	\$1,092.15
Estrada, Anne	6/1/2006	6y 6m	3.00	46,803.36	1.00	\$728.10
Evans, Jeffrey	8/1/2006	6y 4m	1.50	54,327.00	1.00	\$364.05
Falcon, Roman	8/24/1998	14y 3m	7.25	46,803.36	1.00	\$1,759.57
Falzon, David	2/6/1985	27y 9m	13.00	82,512.00	1.00	\$3,155.10
Farr, Carole	1/10/1983	29y 10m	13.00	61,497.96	1.00	\$3,155.10
Farrow, James	2/21/2006	6y 9m	3.00	61,497.96	1.00	\$728.10
Fawcett, John	8/19/2002	10y 3m	4.50	64,512.96	1.00	\$1,092.15
Fay, Michelle	3/1/2006	6y 9m	3.00	42,039.00	1.00	\$728.10
Fernandez, Mario	11/20/1989	23y 0m	13.00	59,964.00	1.00	\$3,155.10
Ferrero, Nathalie	9/9/1977	35y 2m	13.00	71,238.00	1.00	\$3,155.10
Fierros, Zacarias	6/18/2002	10y 5m	4.50	46,803.36	1.00	\$1,092.15
Filakousky, Richard	10/17/1988	24y 1m	13.00	84,582.96	1.00	\$3,155.10
Fisher, Carolyn	8/13/1990	22y 3m	13.00	44,169.00	1.00	\$3,155.10
Fitzgerald, Clara	11/26/1990	22y 0m	13.00	28,596.00	0.75	\$2,366.33
Flores, Ildefonso	2/10/1999	13y 9m	7.25	51,770.04	1.00	\$1,759.57
Flores, Noemi	5/19/2008	4y 6m	1.50	50,445.96	1.00	\$364.05
Follis, Diane	9/7/1999	13y 2m	7.25	58,496.04	1.00	\$1,759.57
Fonseca, Frank	7/28/2000	12y 4m	7.25	58,496.04	1.00	\$1,759.57
Fonseca, Patricia	3/19/2001	11y 8m	4.50	55,677.00	1.00	\$1,092.15
Fontenot, Jeffrey	1/30/2008	4y 10m	1.50	61,497.96	1.00	\$364.05
Francis, Kimberly	8/11/2005	7y 3m	3.00	64,512.96	1.00	\$728.10
French, Ann	11/13/2000	12y 0m	7.25	53,001.96	1.00	\$1,759.57
French, Leilani	11/26/2001	11y 0m	4.50	61,497.96	1.00	\$1,092.15
Friend, Hilda	1/5/2004	8y 10m	3.00	53,001.96	1.00	\$728.10

Friesen, Emily	11/4/2004	8y 0m	3.00	45,753.00	1.00	\$728.10
Frohn, Patrick	4/12/1993	19y 7m	10.00	66,165.00	1.00	\$2,427.00
Fullerton, Paula	2/13/2006	6y 9m	3.00	74,868.96	1.00	\$728.10
Funk, Karen	2/12/1996	16y 9m	7.25	50,445.96	1.00	\$1,759.57
Furlong, Jill	9/1/1999	13y 3m	7.25	51,770.04	1.00	\$1,759.57
Furlong, Kimberly	1/2/2008	4y 10m	1.50	20,680.55	0.48	\$172.92
Gallo, Nicolas	7/26/1999	13y 4m	7.25	46,803.36	1.00	\$1,759.57
Garcia, Doreen	2/12/2001	11y 9m	4.50	15,289.50	0.50	\$546.08
Garcia, Jose	1/4/1999	13y 10m	7.25	49,184.52	1.00	\$1,759.57
Garcia, Nick	7/21/2005	7y 4m	3.00	51,770.04	1.00	\$728.10
Garcia, Ofelia	4/21/2008	4y 7m	1.50	49,184.52	1.00	\$364.05
Garcia, Ruben	9/2/1976	36y 2m	13.00	48,040.68	1.00	\$3,155.10
Genova, Lori	12/13/2001	10y 11m	4.50	55,677.00	1.00	\$1,092.15
George, Constance	5/29/1991	21y 6m	10.00	66,165.00	1.00	\$2,427.00
Giaconia, John	6/15/1995	17y 5m	10.00	73,020.96	1.00	\$2,427.00
Girard, Susan	1/5/2004	8y 10m	3.00	57,093.00	1.00	\$728.10
Glumace, Sean	3/10/2003	9y 8m	4.50	73,020.96	1.00	\$1,092.15
Gomez, Benito	6/16/2000	12y 5m	7.25	49,280.04	1.00	\$1,759.57
Gomez, Manuel	1/4/1995	17y 10m	10.00	22,857.36	0.50	\$1,213.50
Gonzalez, Fernando	2/4/2008	4y 9m	1.50	63,035.40	1.00	\$364.05
Gonzalez, Shanon	2/23/2004	8y 9m	3.00	84,582.96	1.00	\$728.10
Gorman, Daniel	2/1/2008	4y 10m	1.50	84,582.96	1.00	\$364.05
Gracia, Esequiel	2/27/2002	10y 9m	4.50	57,962.04	1.00	\$1,092.15
Grajeda, Marty	9/18/1980	32y 2m	13.00	59,964.00	1.00	\$3,155.10
Greenwald, Anna	7/1/2005	7y 5m	3.00	61,497.96	1.00	\$728.10
Grigsby, Donald	12/3/1992	19y 11m	10.00	71,238.00	1.00	\$2,427.00
Guevara, Martha	10/22/1996	16y 1m	7.25	45,753.00	1.00	\$1,759.57
Guray, Minerva	10/16/2003	9y 1m	4.50	50,445.96	1.00	\$1,092.15
Ha, Tran Doan	11/8/2007	5y 0m	1.50	61,497.96	1.00	\$364.05
Hacker, Richard	3/12/2007	5y 8m	1.50	49,184.52	1.00	\$364.05
Han, Annie	3/28/2005	7y 8m	3.00	55,677.00	1.00	\$728.10
Hanna, John	9/1/1982	30y 3m	13.00	93,405.00	1.00	\$3,155.10
Hardy, Carmella	1/19/2007	5y 10m	1.50	34,798.50	0.75	\$273.04
Harford, Paul	4/10/1998	14y 7m	7.25	51,598.80	1.00	\$1,759.57
Harguess, Dale	2/8/2001	11y 9m	4.50	58,496.04	1.00	\$1,092.15
Harmon, Janet	4/3/1989	23y 7m	13.00	84,582.96	1.00	\$3,155.10
Harris, Heather	9/24/2006	6y 2m	1.50	51,770.04	1.00	\$364.05
Hauri, Gail	1/20/2000	12y 10m	7.25	53,001.96	1.00	\$1,759.57
Hawkins, Kate	5/22/2008	4y 6m	1.50	50,445.96	1.00	\$364.05
Hay, Vickie	4/12/1999	13y 7m	7.25	64,512.96	1.00	\$1,759.57
Hayes, Laura	1/2/2008	4y 10m	1.50	51,770.04	1.00	\$364.05
Heffelman, William	12/20/1996	15y 11m	7.25	82,512.00	1.00	\$1,759.57
Hein, Jerald	2/7/1991	21y 9m	10.00	86,718.96	1.00	\$2,427.00
Hernandez, Laura	7/17/1995	17y 4m	10.00	55,677.00	1.00	\$2,427.00
Herrera, Rafael	5/27/2008	4y 6m	1.50	49,184.52	1.00	\$364.05

Hill, Elaine	6/25/2001	11y 5m	4.50	71,238.00	1.00	\$1,092.15
Hill, Leeanne	5/28/1980	32y 6m	13.00	58,496.04	1.00	\$3,155.10
Hill, Midge	12/13/2005	6y 11m	3.00	55,677.00	1.00	\$728.10
Hill, Nancy	4/20/1992	20y 7m	10.00	73,952.04	1.00	\$2,427.00
Hime, Colleen	8/11/2005	7y 3m	3.00	41,493.00	1.00	\$728.10
Ho, Charlene	1/5/2004	8y 10m	3.00	55,677.00	1.00	\$728.10
Ho, Phuong-Thao Thi	1/8/1996	16y 10m	7.25	55,677.00	1.00	\$1,759.57
Ho, Thompson	1/3/2000	12y 10m	7.25	41,493.00	1.00	\$1,759.57
Hobbs, Eric	9/27/2004	8y 2m	3.00	93,405.00	1.00	\$728.10
Honbo, Benjamin	5/24/1978	34y 6m	13.00	59,964.00	1.00	\$3,155.10
Hong, Neil	8/8/2005	7y 3m	3.00	37,118.40	0.80	\$582.48
Hong, Nga Thi	6/1/1999	13y 6m	7.25	61,497.96	1.00	\$1,759.57
Hou, Anthony	1/20/2004	8y 10m	3.00	53,001.96	1.00	\$728.10
Hoyt, Sherri	8/4/2003	9y 3m	4.50	48,086.04	1.00	\$1,092.15
Hunt, Greshaun	11/21/2005	7y 0m	3.00	54,327.00	1.00	\$728.10
Hurst, Geoffrey	10/30/2006	6y 1m	1.50	73,434.72	1.00	\$364.05
Hutchison, Catherine	3/19/2001	11y 8m	4.50	64,512.96	1.00	\$1,092.15
Hyska, Brent	9/8/1997	15y 2m	7.25	82,512.00	1.00	\$1,759.57
Hyska, Gregory	4/2/1990	22y 7m	13.00	84,582.96	1.00	\$3,155.10
Ippolito, Claire	3/2/2001	11y 8m	4.50	55,677.00	1.00	\$1,092.15
Irving, Terry	6/21/2004	8y 5m	3.00	51,770.04	1.00	\$728.10
James, Teresa	10/1/1992	20y 2m	10.00	55,677.00	1.00	\$2,427.00
Jazwiecki, Albert	9/10/1976	36y 2m	13.00	73,020.96	1.00	\$3,155.10
Jefferson, Lurecca	4/24/2007	5y 7m	1.50	61,497.96	1.00	\$364.05
Jensen, Kathryn	1/20/2004	8y 10m	3.00	53,001.96	1.00	\$728.10
Jesch, I-Ying	8/6/1990	22y 3m	13.00	74,868.96	1.00	\$3,155.10
Jimenez, Gabriel	10/28/1985	27y 1m	13.00	49,184.52	1.00	\$3,155.10
Jimenez, Hector	2/12/2007	5y 9m	1.50	46,803.36	1.00	\$364.05
Jimenez, Natalia	11/13/1989	23y 0m	13.00	45,753.00	1.00	\$3,155.10
Jimenez, Porfirio	10/2/1989	23y 1m	13.00	59,964.00	1.00	\$3,155.10
Johnson, Daniel	11/1/2006	6y 1m	1.50	67,803.96	1.00	\$339.79
Johnson, Signe	10/30/1978	34y 1m	13.00	64,512.96	1.00	\$3,155.10
Jones, Richard	8/1/1991	21y 4m	10.00	93,405.00	1.00	\$2,427.00
Jones, Shirley	1/2/2007	5y 10m	1.50	51,770.04	1.00	\$364.05
Jordan, Damien	3/18/1999	13y 8m	7.25	31,801.20	0.60	\$1,583.62
Jordan, Judith	8/14/1995	17y 3m	10.00	17,593.90	0.56	\$1,365.19
Kahlen, Denise	5/12/2008	4y 6m	1.50	50,445.96	1.00	\$364.05
Kalama-Dutro, L	8/15/1988	24y 3m	13.00	44,169.00	1.00	\$3,155.10
Kane, Gregory	7/6/1992	20y 4m	10.00	63,006.00	1.00	\$2,427.00
Kao, Karen	8/22/2005	7y 3m	3.00	47,456.97	1.00	\$728.10
Karr, Beverly	10/21/2004	8y 1m	3.00	44,652.96	1.00	\$728.10
Kawabata, Kyle	12/16/1985	26y 11m	13.00	54,327.00	1.00	\$3,155.10
Kawabe, Leonard	3/29/1990	22y 8m	13.00	59,964.00	1.00	\$3,155.10
Kawamura, Janet	9/20/1982	30y 2m	13.00	50,445.96	1.00	\$3,155.10
Keeling, Moses	2/10/2005	7y 9m	3.00	20,680.56	0.48	\$345.85

Kellenberger, Martha	7/25/2002	10y 4m	4.50	51,770.04	1.00	\$1,092.15
Kelly, Patrick	9/16/2004	8y 2m	3.00	59,964.00	1.00	\$728.10
Kennedy, Ann	1/20/2000	12y 10m	7.25	53,001.96	1.00	\$1,759.57
Keough, Janell	9/1/1994	18y 3m	10.00	93,405.00	1.00	\$2,427.00
Key, Randy	2/3/1986	26y 9m	13.00	82,512.00	1.00	\$3,155.10
Kiena, Cassandra	2/7/1992	20y 9m	10.00	48,086.04	1.00	\$2,427.00
Kilayko Cruz, Sheila	7/05/2006	6y 4m	1.50	66,165.00	1.00	\$364.05
Kinn, Rene	12/7/1992	19y 11m	10.00	61,497.96	1.00	\$2,427.00
Kiser, Linda	8/30/2001	11y 3m	4.50	40,073.00	1.00	\$1,092.15
Kistler, John	9/16/2004	8y 2m	3.00	59,964.00	1.00	\$728.10
Kopack, Margie	11/2/1995	17y 0m	10.00	57,093.00	1.00	\$2,427.00
Kopp, Patricia	6/26/1989	23y 5m	13.00	50,445.96	1.00	\$3,155.10
Krikorian, Paul	5/29/1984	28y 6m	13.00	93,405.00	1.00	\$3,155.10
Kuehner, Karen	2/4/1980	32y 9m	13.00	61,497.96	1.00	\$3,155.10
Kyllingstad, Claire	8/21/1997	15y 3m	7.25	55,677.00	1.00	\$1,759.57
La, Bill	11/14/2005	7y 0m	3.00	46,398.00	1.00	\$728.10
Labounty, Jennifer	10/28/2004	8y 1m	3.00	57,068.88	1.00	\$728.10
Lagerlof, Judith	7/1/1988	24y 5m	13.00	64,512.96	1.00	\$3,155.10
Lakhani, Minesh	2/28/2005	7y 9m	3.00	73,020.96	1.00	\$728.10
Lam, Kelly	7/12/1999	13y 4m	7.25	48,086.04	1.00	\$1,759.57
Lam, Mymy	3/4/2004	8y 8m	3.00	58,496.04	1.00	\$728.10
Langsdorf, Walter	4/13/1998	14y 7m	7.25	61,497.96	1.00	\$1,759.57
Latham, Karen	2/3/1999	13y 9m	7.25	63,035.40	1.00	\$1,759.57
Le, Jenny	8/1/2005	7y 4m	3.00	38,827.56	0.75	\$682.60
Le, Thuc-Doan	9/26/2005	7y 2m	3.00	55,677.00	1.00	\$728.10
Le, Vinh	8/7/1995	17y 3m	10.00	22,857.36	0.50	\$1,213.50
Leachman, Robert	3/28/2005	7y 8m	3.00	49,280.04	1.00	\$728.10
Lee, Jeanette	5/10/1999	13y 6m	7.25	64,512.96	1.00	\$1,759.57
Leon, Eustorgia	1/26/2007	5y 10m	1.50	46,803.36	1.00	\$364.05
Lewis, Reginald	8/21/2001	11y 3m	4.50	46,398.00	1.00	\$1,092.15
Linke, John	8/21/1995	17y 3m	10.00	93,405.00	1.00	\$2,427.00
Liu, Peggy	8/12/1999	13y 3m	7.25	39,089.00	1.00	\$1,759.57
Lloyd, Nicole	9/2/2003	9y 2m	4.50	57,093.00	1.00	\$1,092.15
Lo, Wei-Lun	3/7/1983	29y 8m	13.00	45,753.00	1.00	\$3,155.10
Loff, Richard	10/30/1989	23y 1m	13.00	49,288.20	1.00	\$3,155.10
Lopez, Fausto	5/8/1989	23y 6m	13.00	49,184.52	1.00	\$3,155.10
Lopez, Juan	6/24/2002	10y 5m	4.50	49,184.52	1.00	\$1,092.15
Lopez, Rachelle	2/16/2006	6y 9m	3.00	55,677.00	1.00	\$728.10
Lopez, Raya	10/5/2006	6y 1m	1.50	73,020.96	1.00	\$364.05
Lopez-Conde, Heraclio	11/14/2005	7y 0m	3.00	49,184.52	1.00	\$728.10
Lule, Andrea	7/17/2002	10y 4m	4.50	53,001.96	1.00	\$1,092.15
Lundell, Candra	10/10/1988	24y 1m	13.00	64,512.96	1.00	\$3,155.10
Luong, Yen	2/24/1992	20y 9m	10.00	55,677.00	1.00	\$2,427.00
Lyn, Karl	8/27/1984	28y 3m	13.00	95,740.08	1.00	\$3,155.10
Macario, Inocente	1/5/2004	8y 10m	3.00	50,445.96	1.00	\$728.10

Macdonald, Velma	10/3/1985	27y 1m	13.00	58,496.04	1.00	\$3,155.10
Madrigal, Francisco	2/25/2002	10y 9m	4.50	63,006.00	1.00	\$1,092.15
Maharaj, Robert	6/30/1997	15y 5m	7.25	59,852.76	1.00	\$1,759.57
Mai, Kevin	6/1/2006	6y 6m	3.00	46,803.36	1.00	\$728.10
Mai, Maria	4/16/1998	14y 7m	7.25	71,238.00	1.00	\$1,759.57
Marten, Connie	8/17/1998	14y 3m	7.25	66,125.76	1.00	\$1,759.57
Martinez, Carlos	5/8/2003	9y 6m	4.50	45,753.00	1.00	\$1,092.15
Martinez, Elizabeth	10/11/1999	13y 1m	7.25	58,496.04	1.00	\$1,759.57
Martinez, Rachel	8/2/2004	8y 3m	3.00	34,798.50	0.75	\$546.08
Martinez, Tannia	8/1/2005	7y 4m	3.00	51,770.04	1.00	\$728.10
Martinez, Vincent	6/1/2007	5y 6m	1.50	54,358.56	1.00	\$364.05
Matten, Keith	2/21/2006	6y 9m	3.00	59,964.00	1.00	\$728.10
Mattingly, Heidi	11/1/1985	27y 1m	13.00	24,490.08	0.56	\$1,774.74
Mayor, Jeffrey	10/30/1989	23y 1m	13.00	47,558.00	1.00	\$3,155.10
Mc Collom, Dorothy	8/6/1979	33y 3m	13.00	61,497.96	1.00	\$3,155.10
Mc Donald, Patti	10/31/1988	24y 1m	13.00	55,677.00	1.00	\$3,155.10
McLaughlin, Jane	11/28/2006	6y 0m	1.50	61,497.96	1.00	\$364.05
Mccord, Diane	5/4/2000	12y 6m	7.25	53,001.96	1.00	\$1,759.57
Mckindley, Katherine	4/7/2005	7y 7m	3.00	58,496.04	1.00	\$728.10
Mclucas, Karen	6/29/1992	20y 5m	10.00	61,497.96	1.00	\$2,427.00
Menchaca, Jennifer	12/1/2006	6y 0m	1.50	37,211.00	1.00	\$364.05
Merrigan, Gena	1/18/2006	6y 10m	3.00	64,512.96	1.00	\$728.10
Mesenbrink, Catherine	12/10/1998	13y 11m	7.25	74,868.96	1.00	\$1,759.57
Meza, William	8/21/1989	23y 3m	13.00	22,650.10	0.50	\$1,577.55
Middleton, Sharon	6/7/1990	22y 5m	13.00	44,169.00	1.00	\$3,155.10
Mihatov, Steven	5/30/2000	12y 6m	7.25	82,512.00	1.00	\$1,759.57
Miles, Susan	8/21/2003	9y 3m	4.50	22,304.64	0.49	\$532.42
Millard, Martin	3/15/2002	10y 8m	4.50	73,020.96	1.00	\$1,092.15
Miller, Beverly	10/1/1979	33y 2m	13.00	48,086.04	1.00	\$3,155.10
Milligan, Patrick	9/8/1998	14y 2m	7.25	73,020.96	1.00	\$1,759.57
Millikan, April	2/2/2004	8y 9m	3.00	64,512.96	1.00	\$728.10
Montanez, Jesse	11/30/1999	13y 0m	7.25	52,771.56	1.00	\$1,759.57
Montes, Christana	2/1/1995	17y 10m	10.00	61,497.96	1.00	\$2,427.00
Montgomery, Cyndee	7/13/1990	22y 4m	13.00	61,497.96	1.00	\$3,155.10
Montgomery, Fred	9/9/1985	27y 2m	13.00	46,803.36	1.00	\$3,155.10
Montooth, Carisa	6/19/2006	6y 5m	1.50	42,801.72	0.75	\$273.04
Moon, Belta	2/10/1998	14y 9m	7.25	50,445.96	1.00	\$1,759.57
Moon, William	5/10/1999	13y 6m	7.25	44,652.96	1.00	\$1,759.57
Moore, Bradley	1/20/1989	23y 10m	13.00	73,020.96	1.00	\$3,155.10
Moore, Garland	8/20/1990	22y 3m	13.00	50,445.96	1.00	\$3,155.10
Morales, Lisa	8/29/1997	15y 3m	7.25	51,770.04	1.00	\$1,759.57
Moreno, Maria	1/17/2006	6y 10m	3.00	46,803.36	1.00	\$728.10
Morin, Linda	6/27/2001	11y 5m	4.50	95,699.04	1.00	\$1,092.15
Moulton, Janette	7/12/2004	8y 4m	3.00	55,677.00	1.00	\$728.10
Munoz-Sanchez, M	8/19/1996	16y 3m	7.25	51,770.04	1.00	\$1,759.57

Myers, Elizabeth	6/5/1995	17y 5m	10.00	51,770.04	1.00	\$2,427.00
Nakauchi, Linda	10/18/2004	8y 1m	3.00	61,497.96	1.00	\$728.10
Neal, Michelle	12/9/1998	13y 11m	7.25	58,496.04	1.00	\$1,759.57
Newbold, John	10/23/2006	6y 1m	1.50	58,496.04	1.00	\$364.05
Newman, Linda	1/20/1986	26y 10m	13.00	61,497.96	1.00	\$3,155.10
Ngo, Vincent	10/1/2001	11y 2m	4.50	64,512.96	1.00	\$1,092.15
Nguyen, Allen	2/1/2004	8y 10m	3.00	17,656.40	0.40	\$291.24
Nguyen, Bai	12/13/1999	12y 11m	7.25	61,420.80	1.00	\$1,759.57
Nguyen, Don	9/6/1989	23y 2m	13.00	55,677.00	1.00	\$3,155.10
Nguyen, Hung	7/1/1985	27y 5m	13.00	59,964.00	1.00	\$3,155.10
Nguyen, Jimmy	11/13/1989	23y 0m	13.00	49,184.52	1.00	\$3,155.10
Nguyen, Johnpaul	7/21/2005	7y 4m	3.00	57,093.00	1.00	\$728.10
Nguyen, Julie	6/1/2004	8y 6m	3.00	55,677.00	1.00	\$728.10
Nguyen, Kim Thi	8/17/2000	12y 3m	7.25	29,230.44	0.50	\$879.79
Nguyen, Kimlan	2/8/2007	5y 9m	1.50	51,770.04	1.00	\$364.05
Nguyen, Lieu	4/8/2008	4y 7m	1.50	55,677.00	1.00	\$364.05
Nguyen, Minh Tung	8/23/1999	13y 3m	7.25	37,211.00	1.00	\$1,759.57
Nguyen, Ngoc Diep	1/8/2002	10y 10m	4.50	55,677.00	1.00	\$1,092.15
Nguyen, Son	1/5/2004	8y 10m	3.00	59,964.00	1.00	\$728.10
Nguyen, Thanh	3/12/2007	5y 8m	1.50	49,184.52	1.00	\$364.05
Nguyen, Thomas	5/6/1999	13y 6m	7.25	55,677.00	1.00	\$1,759.57
Nguyen, Thu	8/1/2007	5y 4m	1.50	34,798.50	0.75	\$273.04
Nguyen, Thuy	4/8/2002	10y 7m	4.50	65,379.00	1.00	\$1,092.15
Nguyen, Tijai	11/18/1987	25y 0m	13.00	61,497.96	1.00	\$3,155.10
Nguyen, Toai	10/3/1992	20y 1m	10.00	52,771.56	1.00	\$2,427.00
Nguyen, Vu	1/2/2007	5y 10m	1.50	49,280.04	1.00	\$364.05
Nibeel, Anna	2/8/2007	5y 9m	1.50	51,770.04	1.00	\$364.05
Nibeel, Deborah	11/22/2004	8y 0m	3.00	64,512.96	1.00	\$728.10
Nicholson, Ann	3/26/1981	31y 8m	13.00	64,512.96	1.00	\$3,155.10
Niederhauser, Thomas	5/21/2007	5y 6m	1.50	49,280.04	1.00	\$364.05
Nunez, Lisa	4/25/2005	7y 7m	3.00	44,652.96	1.00	\$728.10
Nutt, Mary	8/26/1985	27y 3m	13.00	42,039.00	1.00	\$3,155.10
O'Steen, Kelly	1/3/2005	7y 10m	3.00	51,770.04	1.00	\$728.10
Ogaz, Rebecca	6/3/1996	16y 5m	7.25	74,799.96	1.00	\$1,759.57
Ohlendorf, Alberta	4/17/1989	23y 7m	13.00	46,398.00	1.00	\$3,155.10
Oja, Christina	6/1/2006	6y 6m	3.00	73,952.04	1.00	\$728.10
Olufson, Janice	11/14/1998	14y 0m	7.25	71,238.00	1.00	\$1,759.57
Onusz, Cindy	6/21/2007	5y 5m	1.50	41,493.00	1.00	\$364.05
Oostdyk, Charles	7/27/1970	42y 4m	13.00	93,405.00	1.00	\$3,155.10
Ornelas, Veronica	3/13/2002	10y 8m	4.50	55,677.00	1.00	\$1,092.15
Orr, Robert	2/16/1993	19y 9m	10.00	67,803.96	1.00	\$2,427.00
Ortiz, Eligio	4/26/1985	27y 7m	13.00	45,753.00	1.00	\$3,155.10
Ortiz, Luis	3/29/1990	22y 8m	13.00	49,280.04	1.00	\$3,155.10
Oshiro, Gary	10/29/2001	11y 1m	4.50	73,020.96	1.00	\$1,092.15
Ostovarpour, Babak	4/11/1986	26y 7m	13.00	93,405.00	1.00	\$3,155.10

Ott, Torii	7/1/2005	7y 5m	3.00	64,581.12	1.00	\$728.10
Otto, Terry	8/25/1980	32y 3m	13.00	67,803.96	1.00	\$3,155.10
Pa'U, Sonny	8/8/1994	18y 3m	10.00	38,095.10	1.00	\$2,427.00
Pacheco, Henry	5/14/2001	11y 6m	4.50	49,280.04	1.00	\$1,092.15
Pacheco, Pamela	6/26/2001	11y 5m	4.50	61,497.96	1.00	\$1,092.15
Padilla, Manuel	3/10/2005	7y 8m	3.00	46,908.00	1.00	\$728.10
Padilla, Rina	11/17/2003	9y 0m	4.50	58,496.04	1.00	\$1,092.15
Paine, Allison	9/17/2001	11y 2m	4.50	44,541.60	0.80	\$873.72
Palmer, Leslie	8/2/1999	13y 3m	7.25	21,768.96	0.50	\$879.79
Parsons, Jason	10/16/2003	9y 1m	4.50	36,510.48	0.50	\$546.08
Patel, Jasvanti	2/27/2001	11y 9m	4.50	28,595.64	0.63	\$682.59
Payan Montoya, Jose	5/27/2008	4y 6m	1.50	45,753.00	1.00	\$364.05
Pegausch, Daniel	3/31/1981	31y 8m	13.00	45,753.00	1.00	\$3,155.10
Perdue, Brenda	1/2/2007	5y 10m	1.50	64,512.96	1.00	\$364.05
Perez, Arturo	11/7/2005	7y 0m	3.00	51,770.04	1.00	\$728.10
Perez, Domingo	10/8/1990	22y 1m	13.00	51,770.04	1.00	\$3,155.10
Perez, Joanna	3/21/2005	7y 8m	3.00	54,327.00	1.00	\$728.10
Perez, Socorro	8/24/1998	14y 3m	7.25	46,803.36	1.00	\$1,759.57
Peters, George	9/18/2007	5y 2m	1.50	63,006.00	1.00	\$364.05
Pham, Hai	1/22/2001	11y 10m	4.50	73,020.96	1.00	\$1,092.15
Pham, Jonathan	5/3/2007	5y 6m	1.50	53,001.96	1.00	\$364.05
Pham, Thai	8/1/2001	11y 4m	4.50	50,490.36	1.00	\$1,092.15
Phan, Phuong Bach	8/12/1996	16y 3m	7.25	55,677.00	1.00	\$1,759.57
Phan, Sheena	3/27/2000	12y 8m	7.25	55,677.00	1.00	\$1,759.57
Phomprasack, Tracee	6/21/2001	11y 5m	4.50	51,770.04	1.00	\$1,092.15
Phonsiri, Stephanie	12/15/1994	17y 11m	10.00	55,677.00	1.00	\$2,427.00
Pierce, Betty	8/18/1995	17y 3m	10.00	19,548.80	0.63	\$1,516.88
Pierstorff, Jasmah	11/12/1996	16y 0m	7.25	31,278.00	1.00	\$1,759.57
Plaia, Karen	9/3/1996	16y 2m	7.25	53,001.96	1.00	\$1,759.57
Pok-Bruno, Thida	3/7/2005	7y 8m	3.00	51,770.04	1.00	\$728.10
Pollaro, Norma	8/10/1998	14y 3m	7.25	65,379.00	1.00	\$1,759.57
Poush, Irene	9/20/1990	22y 2m	13.00	31,119.72	0.75	\$2,366.33
Powell, Quintin	1/4/1999	13y 10m	7.25	27,745.32	0.50	\$879.79
Powers, Julie	11/7/2005	7y 0m	3.00	45,753.00	1.00	\$728.10
Prince, Mary	9/13/1976	36y 2m	13.00	50,445.96	1.00	\$3,155.10
Profeta, Robert	6/1/1981	31y 6m	13.00	55,677.00	1.00	\$3,155.10
Prohaska, Cheryl	1/22/1990	22y 10m	13.00	33,601.30	0.63	\$1,971.94
Quach, Helen	1/17/2002	10y 10m	4.50	50,445.96	1.00	\$1,092.15
Quezada, Araceli	8/24/1998	14y 3m	7.25	46,803.36	1.00	\$1,759.57
Quinonez, Rena	7/3/2000	12y 4m	7.25	58,496.04	1.00	\$1,759.57
Quiroz, Elias	11/17/1999	13y 0m	7.25	50,445.96	1.00	\$1,759.57
Raddavong, Kahn	1/8/1990	22y 10m	13.00	61,497.96	1.00	\$3,155.10
Raddavong-Jaime, A	06/03/2002	10y 5m	4.50	61,497.96	1.00	\$1,092.15
Rader, Kirk	3/29/1984	28y 8m	13.00	51,770.04	1.00	\$3,155.10
Radford, Shirley	9/14/1981	31y 2m	13.00	57,093.00	1.00	\$3,155.10

Ramirez, Juana	6/1/2005	7y 6m	3.00	22,286.04	0.49	\$386.05
Ramirez, Marcelino	1/5/2004	8y 10m	3.00	49,280.04	1.00	\$728.10
Ramirez, Nancy	2/4/2008	4y 9m	1.50	55,677.00	1.00	\$364.05
Ramon, Diana	8/19/1999	13y 3m	7.25	51,770.04	1.00	\$1,759.57
Ramos, Richard	9/17/2001	11y 2m	4.50	54,327.00	1.00	\$1,092.15
Raskin, Debra	4/27/1998	14y 7m	7.25	34,798.50	0.75	\$1,319.68
Reed, Barbara	5/1/2001	11y 7m	4.50	51,770.04	1.00	\$1,092.15
Regnier, Virginia	10/9/2006	6y 1m	1.50	53,001.96	1.00	\$364.05
Reyes, Maria	6/20/2005	7y 5m	3.00	49,184.52	1.00	\$728.10
Reynolds, Mike	7/27/1988	24y 4m	13.00	49,184.52	1.00	\$3,155.10
Rhoades, Victoria	1/15/2004	8y 10m	3.00	53,001.96	1.00	\$728.10
Richards, Kathleen	2/21/2002	10y 9m	4.50	50,445.96	1.00	\$1,092.15
Rigney, Timothy	7/18/1991	21y 4m	10.00	93,405.00	1.00	\$2,427.00
Riley, Kevin	11/17/1998	14y 0m	7.25	93,405.00	1.00	\$1,759.57
Riley, Richard	10/15/1984	28y 1m	13.00	49,184.52	1.00	\$3,155.10
Rivera, Jennifer	4/24/2008	4y 7m	1.50	48,040.68	1.00	\$364.05
Robertson, Darrin	4/16/2001	11y 7m	4.50	67,803.96	1.00	\$1,092.15
Rodriguez, Betty	6/21/2001	11y 5m	4.50	57,093.00	1.00	\$1,092.15
Rodriguez, Robert	1/5/2004	8y 10m	3.00	53,001.96	1.00	\$728.10
Rogers, Stephani	5/6/2004	8y 6m	3.00	55,677.00	1.00	\$728.10
Rojas, Mario	2/7/2002	10y 9m	4.50	49,184.52	1.00	\$1,092.15
Romeo, Erika	7/20/2006	6y 4m	1.50	51,770.04	1.00	\$364.05
Rosas, Suzanne	9/19/1988	24y 2m	13.00	74,868.96	1.00	\$3,155.10
Rose, Lynn	10/16/2003	9y 1m	4.50	50,445.96	1.00	\$1,092.15
Rose, Ronald	2/3/1982	30y 9m	13.00	95,740.08	1.00	\$3,155.10
Rossi, Margaret	8/20/2001	11y 3m	4.50	47,492.80	0.80	\$873.72
Roxas, Jose	10/22/2001	11y 1m	4.50	50,999.40	1.00	\$1,092.15
Ruiz, Alexander	9/5/2006	6y 2m	1.50	59,964.00	1.00	\$364.05
Ruoff, Tuyet	8/2/2004	8y 3m	3.00	31,278.00	1.00	\$728.10
Rusamiprasert, Laila	1/2/2008	4y 10m	1.50	55,677.00	1.00	\$364.05
Russell, Patricia	7/10/2006	6y 4m	1.50	61,497.96	1.00	\$364.05
Sacket, Wendy	11/11/1997	15y 0m	7.25	71,238.00	1.00	\$1,759.57
Salcedo, Veronica	10/19/1987	25y 1m	13.00	61,497.96	1.00	\$3,155.10
Salgado, Arturo	2/13/2001	11y 9m	4.50	58,401.48	1.00	\$1,092.15
Samples, Jerrie	3/7/1994	18y 8m	10.00	17,593.90	0.56	\$1,365.19
Sams, Dave	4/24/1989	23y 7m	13.00	82,512.00	1.00	\$3,155.10
Sanchez, Jesus	2/4/1991	21y 9m	10.00	49,184.52	1.00	\$2,427.00
Sanchez, Jorge	9/8/1986	26y 2m	13.00	63,006.00	1.00	\$3,155.10
Sanchez, Raul	3/1/2004	8y 9m	3.00	86,637.60	1.00	\$728.10
Sanchez-Petray, Silvia	12/5/2005	6y 11m	3.00	51,770.04	1.00	\$728.10
Sanders, Tracey	10/15/2007	5y 1m	1.50	64,512.96	1.00	\$364.05
Santoro, George	9/4/1984	28y 2m	13.00	55,677.00	1.00	\$3,155.10
Sayasy, Ny	11/22/1994	18y 0m	10.00	74,868.96	1.00	\$2,427.00
Scaglione, David	1/27/1986	26y 10m	13.00	59,964.00	1.00	\$3,155.10
Scaplen, Patricia	8/1/2005	7y 4m	3.00	46,398.00	1.00	\$728.10

Scarborough, Teresa	1/2/2008	4y 10m	1.50	48,086.04	1.00	\$364.05
Schellingerhout, Hank	6/3/1999	13y 5m	7.25	61,862.28	1.00	\$1,759.57
Schindler, David	4/27/1978	34y 7m	13.00	58,496.04	1.00	\$3,155.10
Schlosser, Lauren	5/8/2008	4y 6m	1.50	55,677.00	1.00	\$364.05
Schramm, Lim	1/22/2008	4y 10m	1.50	61,497.96	1.00	\$364.05
Schulte, Rita	6/19/2000	12y 5m	7.25	61,497.96	1.00	\$1,759.57
Segerblom, Mette	11/1/2000	12y 1m	7.25	95,699.04	1.00	\$1,759.57
Shaffer, Eva	6/10/2004	8y 5m	3.00	50,445.96	1.00	\$728.10
Shaffer, Linda	5/4/1992	20y 6m	10.00	55,677.00	1.00	\$2,427.00
Sharp, Diana	5/1/1992	20y 7m	10.00	61,497.96	1.00	\$2,427.00
Shepard, James	2/1/2000	12y 10m	7.25	57,093.00	1.00	\$1,759.57
Shimizu, Craig	5/15/1990	22y 6m	13.00	42,039.00	1.00	\$3,155.10
Sipple, Rafer	6/5/2006	6y 5m	1.50	59,964.00	1.00	\$364.05
Sirchia, Elizabeth	10/10/2002	10y 1m	4.50	55,677.00	1.00	\$1,092.15
Sirimanotham, Jim	8/1/2007	5y 4m	1.50	50,445.96	1.00	\$364.05
Sklar, Mary	3/1/1982	30y 9m	13.00	55,677.00	1.00	\$3,155.10
Slagle, Dale	2/19/2002	10y 9m	4.50	55,677.00	1.00	\$1,092.15
Smith, Bruce	5/22/1985	27y 6m	13.00	94,806.12	1.00	\$3,155.10
Smith, Sloane	5/8/2007	5y 6m	1.50	71,238.00	1.00	\$364.05
Soedjono, Eng	1/2/2007	5y 10m	1.50	93,405.00	1.00	\$364.05
Songster, Daniel	8/15/1983	29y 3m	13.00	60,689.64	1.00	\$3,155.10
Soto, Rosio	11/27/2006	6y 0m	1.50	51,770.04	1.00	\$364.05
Spears, Mary	6/18/1990	22y 5m	13.00	58,496.04	1.00	\$3,155.10
Spencer, Sherrill	7/25/2005	7y 4m	3.00	55,677.00	1.00	\$728.10
Spencer, Shirley	7/5/2000	12y 4m	7.25	66,165.00	1.00	\$1,759.57
Spiratos, Jerry	4/15/2002	10y 7m	4.50	73,020.96	1.00	\$1,092.15
Spoja, Caroline	1/3/2005	7y 10m	3.00	64,512.96	1.00	\$728.10
Sprague, Nancy	3/27/1995	17y 8m	10.00	83,577.96	1.00	\$2,427.00
Sta Ana, Christine	4/3/2006	6y 7m	3.00	64,512.96	1.00	\$728.10
Stauter, Gisela	7/16/2003	9y 4m	4.50	20,196.12	0.40	\$436.86
Stead, James	9/30/1997	15y 2m	7.25	48,086.04	1.00	\$1,759.57
Stead, Joseph	7/1/2000	12y 5m	7.25	63,006.00	1.00	\$1,759.57
Stead, Marsha	11/13/1984	28y 0m	13.00	64,512.96	1.00	\$3,155.10
Stewart, Kerry	5/18/2006	6y 6m	3.00	64,512.96	1.00	\$728.10
Stiles, Lynnette	10/14/2004	8y 1m	3.00	65,379.00	1.00	\$728.10
Stilson, April	8/17/1987	25y 3m	13.00	29,316.80	0.75	\$2,366.33
Stracner, Michael	1/24/1990	22y 10m	13.00	82,512.00	1.00	\$3,155.10
Strube, Kathy	11/17/1980	32y 0m	13.00	64,512.96	1.00	\$3,155.10
Suarez, Kathy	11/25/1997	15y 0m	7.25	55,677.00	1.00	\$1,759.57
Sukaesih, Rini	5/13/2002	10y 6m	4.50	51,770.04	1.00	\$1,092.15
Sullivan, Diane	8/29/1980	32y 3m	13.00	50,445.96	1.00	\$3,155.10
Susanto, Agustinus	6/12/2000	12y 5m	7.25	55,677.00	1.00	\$1,759.57
Swaid, Sandra	11/20/1989	23y 0m	13.00	55,677.00	1.00	\$3,155.10
Swancutt, Laureen	3/14/2005	7y 8m	3.00	73,952.04	1.00	\$728.10
Swingle, Dejah	10/11/2000	12y 1m	7.25	74,868.96	1.00	\$1,759.57

Ta, Huong	11/20/2003	9y 0m	4.50	50,445.96	1.00	\$1,092.15
Tafoya, Pete	1/17/1984	28y 10m	13.00	51,770.04	1.00	\$3,155.10
Tang, Calvin	8/10/1992	20y 3m	10.00	58,496.04	1.00	\$2,427.00
Taylor, Jack	4/10/2004	8y 7m	3.00	51,598.80	1.00	\$728.10
Tellez, Paul	7/30/2001	11y 4m	4.50	61,497.96	1.00	\$1,092.15
Tetnowski, Deborah	10/19/2006	6y 1m	1.50	74,868.96	1.00	\$364.05
Thate, Laura	1/8/1996	16y 10m	7.25	48,086.04	1.00	\$1,759.57
Thayer, Mary	11/10/1975	37y 0m	13.00	93,405.00	1.00	\$3,155.10
Thissell, Lynne	3/6/1986	26y 8m	13.00	73,952.04	1.00	\$3,155.10
Thomas, Carolyn	4/6/1992	20y 7m	10.00	31,062.00	0.60	\$1,456.20
Tillotson, Jeffrey	1/19/1993	19y 10m	10.00	82,512.00	1.00	\$2,427.00
Tiongco, Lanie	5/3/2007	5y 6m	1.50	53,001.96	1.00	\$364.05
Tittle, Cheryl	6/14/1989	23y 5m	13.00	45,753.00	1.00	\$3,155.10
Topete, Ruben	1/27/2004	8y 10m	3.00	59,964.00	1.00	\$728.10
Tovar, Ana	9/5/2001	11y 2m	4.50	61,497.96	1.00	\$1,092.15
Tran, Angelyn	4/19/2004	8y 7m	3.00	55,677.00	1.00	\$728.10
Tran, Brittni	6/11/2001	11y 5m	4.50	55,677.00	1.00	\$1,092.15
Tran, Celicia	8/17/2000	12y 3m	7.25	17,030.04	0.50	\$879.79
Tran, Francois	5/25/1990	22y 6m	13.00	73,020.96	1.00	\$3,155.10
Tran, Jenny	5/20/2005	7y 6m	3.00	20,746.56	0.50	\$364.05
Tran, John	3/21/1997	15y 8m	7.25	46,803.36	1.00	\$1,759.57
Tran, Karen	12/16/1999	12y 11m	7.25	55,677.00	1.00	\$1,759.57
Tran, Kathie	11/30/1988	24y 0m	13.00	64,512.96	1.00	\$1,314.63
Tran, Khoi	5/8/2008	4y 6m	1.50	51,770.04	1.00	\$364.05
Tran, Thao	12/10/1998	13y 11m	7.25	55,677.00	1.00	\$1,759.57
Tran, Tien	8/13/2001	11y 3m	4.50	69,499.08	1.00	\$1,092.15
Tran, Tiffany	11/5/1998	14y 0m	7.25	55,677.00	1.00	\$1,759.57
Tran, Toan	4/16/2007	5y 7m	1.50	93,405.00	1.00	\$364.05
Tran, Tom	1/15/2004	8y 10m	3.00	53,001.96	1.00	\$728.10
Tran, Tuongvan	2/1/2007	5y 10m	1.50	61,497.96	1.00	\$364.05
Tran, Vinh	1/20/2004	8y 10m	3.00	53,001.96	1.00	\$728.10
Tran-Nguyen, Martha	6/1/2006	6y 6m	3.00	53,001.96	1.00	\$728.10
Truax, Linda	8/13/2007	5y 3m	1.50	19,548.80	0.63	\$227.53
Trujillo, Annette	4/23/1990	22y 7m	13.00	55,677.00	1.00	\$3,155.10
Truong, Johnathon	7/30/2001	11y 4m	4.50	73,020.96	1.00	\$1,092.15
Truong, Thomas	1/7/2002	10y 10m	4.50	53,001.96	1.00	\$1,092.15
Tsutsumida, Damian	12/3/2007	4y 11m	1.50	58,460.88	1.00	\$364.05
Tullai Davis, Maria	9/13/1999	13y 2m	7.25	31,278.00	1.00	\$1,759.57
Turk, Charles	9/30/1974	38y 2m	13.00	84,582.96	1.00	\$3,155.10
Urbien, Darrell	1/6/1997	15y 10m	7.25	21,019.50	0.50	\$879.79
Vahorovich, Ilona	10/14/1997	15y 1m	7.25	82,512.00	1.00	\$1,759.57
Valle, Erica	4/16/1998	14y 7m	7.25	61,497.96	1.00	\$1,759.57
Van Dorn, Holly	3/12/1990	22y 8m	13.00	51,038.02	1.00	\$3,155.10
Van Dorn, Julia	1/3/2006	6y 10m	3.00	55,677.00	1.00	\$728.10
Vargas, Adrian	10/5/1990	22y 1m	13.00	45,714.96	1.00	\$3,155.10

Vargas, Lucas	2/19/1980	32y 9m	13.00	49,184.52	1.00	\$3,155.10
Vasquez, John	2/4/1991	21y 9m	10.00	49,288.20	1.00	\$2,427.00
Vaughan, Marie	7/1/2005	7y 5m	3.00	55,677.00	1.00	\$728.10
Vega-Gutierrez, Luz	5/16/2002	10y 6m	4.50	44,652.96	1.00	\$1,092.15
Velasquez, Joe	9/5/1988	24y 2m	13.00	50,445.96	1.00	\$3,155.10
Venham, Lu Anne	8/17/1987	25y 3m	13.00	41,067.00	1.00	\$3,155.10
Ventura-Gomez, L	5/18/2006	6y 6m	3.00	43,538.04	1.00	\$728.10
Villa, Patricia	2/10/2005	7y 9m	3.00	48,086.04	1.00	\$728.10
Villalobos, Jessica	7/28/2003	9y 4m	4.50	51,770.04	1.00	\$1,092.15
Vinh, Tho	4/22/1999	13y 7m	7.25	73,020.96	1.00	\$1,759.57
Vo, Chien	2/6/2004	8y 9m	3.00	49,184.52	1.00	\$728.10
Vo, Tuan	1/6/2004	8y 10m	3.00	58,496.04	1.00	\$728.10
Vorathavorn, Max	11/26/2001	11y 0m	4.50	82,512.00	1.00	\$1,092.15
Vu, Jenny	6/1/1999	13y 6m	7.25	58,496.04	1.00	\$1,759.57
Vu, Phukhanh	11/19/1998	14y 0m	7.25	84,582.96	1.00	\$1,759.57
Vu, Thanh	10/22/1984	28y 1m	13.00	58,496.04	1.00	\$3,155.10
Vu, Thien	6/5/1991	21y 5m	10.00	57,093.00	1.00	\$2,427.00
Vu, Tina	1/10/2000	12y 10m	7.25	55,677.00	1.00	\$1,759.57
Vu, Victoria	11/16/1998	14y 0m	7.25	55,677.00	1.00	\$1,759.57
Wallace, Mary	2/12/1998	14y 9m	7.25	57,093.00	1.00	\$1,759.57
Wang, Jocelyn	9/21/2000	12y 2m	7.25	48,086.04	1.00	\$1,759.57
Ward, Helen	6/24/1985	27y 5m	13.00	61,497.96	1.00	\$3,155.10
Wareham, Jutaporn	10/31/2006	6y 1m	1.50	82,512.00	1.00	\$364.05
Weber, Daniel	3/8/2001	11y 8m	4.50	55,677.00	1.00	\$1,092.15
Webster, Stephen	10/16/2006	6y 1m	1.50	84,582.96	1.00	\$364.05
Weikel, Terry	8/2/2007	5y 3m	1.50	51,770.04	1.00	\$288.21
White, Robert	12/6/1989	22y 11m	13.00	61,497.96	1.00	\$3,155.10
Whiteside, Sandra	3/9/1981	31y 8m	13.00	95,740.08	1.00	\$3,155.10
Williams, Alan	12/18/1989	22y 11m	13.00	73,020.96	1.00	\$3,155.10
Williams, Amy	5/10/1999	13y 6m	7.25	58,520.28	1.00	\$1,759.57
Williams, Darlena	3/7/1994	18y 8m	10.00	74,868.96	1.00	\$2,427.00
Wilson, Eric	6/13/2001	11y 5m	4.50	74,868.96	1.00	\$1,092.15
Winer, Timothy	12/20/1998	13y 11m	7.25	51,770.04	1.00	\$1,759.57
Wolf, Daisy	4/15/1998	14y 7m	7.25	44,169.00	1.00	\$1,759.57
Wolf, Sigrid	4/6/1998	14y 7m	7.25	67,803.96	1.00	\$1,759.57
Womack, Debbie	1/6/1997	15y 10m	7.25	39,089.00	1.00	\$1,759.57
Wong, Michael	6/5/2002	10y 5m	4.50	82,512.00	1.00	\$1,092.15
Wong, Michael	8/10/2006	6y 3m	1.50	63,006.00	1.00	\$364.05
Wong, Susan	8/1/2006	6y 4m	1.50	37,103.80	0.63	\$227.53
Wood, Janine	1/3/1984	28y 10m	13.00	58,496.04	1.00	\$3,155.10
Wood, Lori	1/20/2004	8y 10m	3.00	53,001.96	1.00	\$728.10
Wood, Melanie	3/18/2008	4y 8m	1.50	45,753.00	1.00	\$364.05
Worden, Mark	1/10/2005	7y 10m	3.00	84,582.96	1.00	\$728.10
Wyant, James	8/15/1988	24y 3m	13.00	46,803.36	1.00	\$3,155.10
Xa, Quan	1/5/1998	14y 10m	7.25	58,496.04	1.00	\$1,759.57

Xa, Tina	10/8/1998	14y 1m	7.25	53,001.96	1.00	\$1,759.57
Yarchin, Ann	1/15/2004	8y 10m	3.00	57,093.00	1.00	\$728.10
Yokota, Janice	1/2/2001	11y 10m	4.50	57,093.00	1.00	\$1,092.15
Yoshida-Peer, Noreen	4/4/1983	29y 7m	13.00	63,035.40	1.00	\$3,155.10
Yoshida-Tan, Naomi	11/27/2000	12y 0m	7.25	47,701.80	0.90	\$1,583.61
Young, Terry Ann	8/1/2001	11y 4m	4.50	44,169.00	1.00	\$1,092.15
Young, Tracy	7/24/2006	6y 4m	1.50	67,803.96	1.00	\$364.05

\$985,567.86

3. Matters for Review, Discussion and/or Action

Subject **3.01 - 3.04 Matters for Review, Discussion and/or Action**

Meeting Nov 20, 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

December 5, 2012 - Special Meeting
December 12, 2012 - Regular/Organizational Meeting
January 16, 2013 - Regular Meeting
February 6, 2013 - Regular Meeting
February 20, 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 Accreditation Visit Dates

March 18-21, 2013

3.03 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)

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

3.04 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.

File Attachments

[November 20, 2012 Meeting.pdf \(77 KB\)](#)



CONSENT CALENDAR

(Yellow Pages)

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

4. Travel

Subject	4.01 DIS - Authorization for Administratively Approved Travel
Meeting	Nov 20, 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

November 1, 2012 -November 14, 2012

Rosa L Aguilar, Payroll Systems Manager (CCCD), to attend the Preparing for Year-End & 2013 - American Payroll Association, 11/08/12, Newport Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$405, to be paid from General Funds (Admin. Services).
Administrative Approval: 10/24/2012

Robin R Bachmann, Assoc Dean/Director St Hlth Ct (GWC), to attend the National Behavioral Intervention Team Association 4th Annual Conference, November 27 - December 5, 2012, Bonita Springs, FL, without loss of salary, with reimbursement for allowable expenses of \$2009, including a registration fee of \$678, travel by Air Coach, rental car and insurance, to be paid from Mental Health Grant funds.
Administrative Approval: 11/1/2012

Albert M Gasparian, Dean (GWC), to attend the State Finals for Water Polo at Diablo Valley College, November 15-18, 2012, Pleasant Hills, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including travel by Air Coach, rental car and insurance, to be paid from Trust funds.
Administrative Approval: 11/1/2012

Kenneth A Leighton, Instructor (CCC), to attend the Building on Diverse Strengths for Student Success, November 2, 2012, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$25, to be paid from PDI Conference and Workshop Funds.
Administrative Approval: 11/1/2012

Mark E Schubert, Hourly Instructor (GWC), to attend the State Finals for Water Polo at Diablo Valley College, November 15-18, 2012, Pleasant Hills, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including travel by Air Coach, rental car and insurance, to be paid from Trust funds.
Administrative Approval: 11/1/2012

Revisions to Prior Administrative Approval and Board Ratification:

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 \$500, including a registration fee of \$25, to be paid from VPI Ancillary. The reason for this revision is to revise the total reimbursement amount.

Revised Admin. Approval: 11/1/2012

Subject	4.02 DIS - Authorization for Attendance at Meetings and/or Conferences
Meeting	Nov 20, 2012 - Regular Meeting
Category	4. Travel
Access	Public
Type	Consent

(1) Meetings for the Board of Trustees

Jerry M Patterson, Board Member (CCCD), to attend the Association of Community College Trustees (ACCT) 2013 Community College National Legislative Summit, February 10-14, 2013, Washington, DC, with reimbursement for actual expenses, including a registration fee of \$677, travel by Air Coach, to be paid from District Conference Funds.

(2) Meetings for Faculty and Staff

Rachel Cervantes, Adm/Records Tech 3 (CCC), to attend the Veterans Summit: Learning to Better Serve Those Who Have Served, December 5 - 7, 2012, Redwood City, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$200, travel by Air Coach, to be paid from Veterans Program.

Karen P Conlisk, Mil/Cont Ed Program Coord. (CCC), to attend the Council of College and Military Educators 2013 Annual Symposium, February 22 - March 1, 2013, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$2500, including a registration fee of \$400, to be paid from Contract Ed Ancillary Funds, to assist with conference registration and attend pre/post conference board meetings.

Efren J Galvan, Dir Adm Rec & Enroll (OCC), to attend the California Association of Community College Registrars and 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 \$200, to be paid from Student Services Professional Development Funds.

Trudie P Giordano, Accounting Assistant III (CCCD), to attend the Certified ScrumMaster Training, December 3, 2012 - December 4, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$1000, to be paid from Classified Professional Development Funds.

Midge A Hill, Adm/Records Tech 3 (OCC), to attend the California Community Colleges Veterans Summit II, December 5 - 7, 2012, Redwood City, CA, without loss of salary, with reimbursement for allowable expenses of \$1500, including a registration fee of \$200, travel by Air Coach, to be paid from A&R Veterans Ancillary Account.

Sheila E Hostetler, Hourly Instructor (OCC), to attend the Pacific Southwest Academy of Legal Studies in Business, February 15 - 17, 2013, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$758, including a registration fee of \$180, to be paid from CFE Contracted Part-Time Conference Funds.

William F Kerwin, Int Dean Mil, Corp, & Comm Prg (CCC), to attend the Council of College and Military Educators 2013 Annual Symposium, February 24 - 28, 2013, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1750, including a registration fee of \$400, to be paid from Contract Ed Ancillary Funds.

Christine M Leon, Dean (CCC), to attend the New CCC Transfer Center Director Training, December 4 - 5, 2012, Burbank, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from

Transfer Centers Funds.

Frederick J Lockwood, Instructor (CCC), to attend the Cal Asian Contract Readiness, November 30 - December 1, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including travel by Air Coach, to be paid from VTEA IB Discipline Business Grant.

Frederick J Lockwood, Instructor (CCC), to attend the Cal Asian Contract Readiness, December 7-8, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including travel by Air Coach, to be paid from VTEA IB Discipline Business Grant.

Frederick J Lockwood, Instructor (CCC), to attend the Cal Asian Contract Readiness, December 14-15, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including travel by Air Coach, to be paid from VTEA IB Discipline Business Grant.

Peter S Maharaj, Mgr, Contract Ed Prg & Service (CCC), to attend the Tripler, Schofield & Pearl Harbor Area Site Visit, December 4 - 7, 2012, Honolulu, HI, without loss of salary, with reimbursement for allowable expenses of \$1700, including travel by Air Coach, to be paid from Contract Ed Ancillary Funds.

Laurie R Melby, Dir Tlcrs Pr & Tmdia (CCC), to attend the EBUS Recruiting Trip at Kauram College, January 12-20, 2013, Istanbul, Turkey without loss of salary, with reimbursement for allowable expenses of \$3000, including travel by Air Coach, to be paid from Contract Ed Ancillary Funds.

Nicholas D Mitchell, Instructor (GWC), to attend the California Community Colleges Football Coaches Meeting, December 6-8, 2012, Visalia, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Trust Funds.

Mary I O'Connor, Prog Mgr Rhorc (GWC), to attend the Desert Regional Consortium Planning Retreat, November 29-30, 2012, Fallbrook, CA, without loss of salary, with reimbursement for allowable expenses of \$130, to be paid from EWD HWI Grant (RHORC).

Stephani A Rogers, Mil/Cont Ed Tech III (CCC), to attend the California Community Colleges Veterans Summit II, December 6-7, 2012, Redwood City, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$200, travel by Air Coach, to be paid from Contract Ed Ancillary Funds.

Colleen D Rymas, Interim Risk Serv Manager (CCCD), to attend the Statewide Association of Community Colleges (SWACC) Underwriting Committee Meeting, December 6-7, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Risk Services CFCE Conference Funds. Travel and lodging to be paid by sponsoring agency.

Helen L Ward, Staff Assistant (CCC), to attend the New CCC Transfer Center Director Training, December 4, 2012, Burbank, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

James K West, Registration Supv (OCC), 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 \$200, to be paid from Student Services Management Professional Development Funds.

Revision to Prior Board Approval:

Andrew C Jones, Chancellor (DIST), to attend the Community College League of California Annual Convention, November 15-17, 2012, Los Angeles, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$460, to be paid from Chancellor's office conference funds. The reason for this revision is to change attendance dates to November 14-17, 2012.

Christopher D Mefford, Hourly Instructor (CCC), to attend the Site Visit to Times Media LLC., November 28 - December 7, 2012, Seoul, South Korea without loss of salary, with reimbursement for allowable expenses of \$4000, including travel by Air Coach, to be paid from Contract Ed Ancillary Funds. The reason for this revision is to change attendance date only; no change to the reimbursement amount.

5. Authorization for Student Trips

Subject **5.01 GWC - Student Trips**
Meeting Nov 20, 2012 - Regular Meeting
Category 5. Authorization for Student Trips
Access Public
Type Consent

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

Women's Softball Team Trip

Location: Tehachapi, CA

Date(s): December 7-9, 2012

Department: PE/Athletics

Cost/purpose/funding source: \$800 for food and lodging from trust funds.

Track Team Overnight Trips Spring 2013

Location & Date(s): See below

March 15-17, 2013 @ San Diego State Invitational

May 3-5, 2013 @ So Cal Regional Prelims (if qualified)

May 10-12, 2013 @ So Cal Regional Championships (if qualified)

May 16-19, 2013 @ State Championships (if qualified)

Department: Athletics

Cost/purpose/funding source: \$3,000 for district transportation, lodging, and food from trust funds.

Cosmetology Club TV Taping Fundraiser

Location: Los Angeles, CA

Date(s): November 30, 2012

Department: Student Activities

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

Alpha Gamma Sigma Club Let's Make A Deal Television Taping Fundraiser

Location: Los Angeles

Date(s): November 30, 2012

Department: Student Activities

Cost/purpose/funding source: \$100 for mileage and food from AGS Club funds.

CERT Club Let's Make A Deal Television Taping Fundraiser

Location: Los Angeles

Date(s): November 30, 2012

Department: Student Activities

Cost/purpose/funding source: \$50 for mileage and food from CERT Club funds.

2012 California Regional Intercollegiate Ethics Bowl

Location: UC Santa Cruz

Date(s): November 30 – December 2, 2012

Department: Student Activities

Cost/purpose/funding source: \$200 for registration, food, lodging, and parking from Ethics Bowl Club funds.

GLASA TV Taping Fundraiser

Location: Los Angeles, California

Date(s): December 7, 2012

Department: Student Activities

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

International Student Program Off-Campus Day Trips

Location: Various

Date(s): Summer and Fall 2012

Department: International Student Program

Cost/purpose/funding source: \$2,800 for food, materials, transportation and entry fees from International Student Program funds.

(Revision is to increase the total cost from \$1,000. Previous Board action 6/20/12.)

6. Authorization for Special Projects

Subject	6.01 DIS - Special Projects
Meeting	Nov 20, 2012 - Regular Meeting
Category	6. Authorization for Special Projects
Access	Public
Type	Consent

SB70/SB1133 Career Technical Education (CTE) Community Collaborative Grant

Date: Various dates between November 1, 2012 and November 30, 2014

Location: Various locations throughout Southern California

Department: District Educational Services

Purpose: To perform regional CTE grant related activities as required under the District's approved SB70/SB1133 CTE Community Collaborative grant work plan such as regional meetings, regional events, professional development activities, countywide counselors' workshop; faculty & counselor externships; publication and distribution of CTE related materials; and CTE pathway events.

Cost/purpose/funding source: NTE \$387,023 in total for all grant activities. Expenses to be paid from Year 6 of the SB70/SB1133 CTE Community Collaborative Grant Funds.

Subject **6.02 OCC - Special Projects**
Meeting Nov 20, 2012 - Regular Meeting
Category 6. Authorization for Special Projects
Access Public
Type Consent

Scene Night 2

Date: Dec. 15, 2012

Department: Visual and Performing Arts/Theatre

Purpose: Student and Community Outreach, free admission

Cost/ Purpose/Funding: Total Amount \$100. Associated production expenses to be paid from ASOCC and ancillary funds

Holiday Craft Days Fundraising Event.

Date: December 7 – 8, 2012

Department: Consumer Health Sciences – Fashion

Purpose: Open Lab time to create holiday crafts with help of OCC fashion students and faculty.

Cost/Purpose/Funding: Donations will be accepted. \$250 in expenses out of event proceeds

Faculty and Staff Holiday Tree Trimming Event

Date: December 5, 2012

Event/Reception: December 5, 2012

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

Purpose: Community, Campus and Student outreach

Cost/Purpose/Funding Source: Total Amount \$1000 to be paid from ASOCC and foundation funds. Expenses to include tree, decorations, food and associated expenses.

California Drawing

Date: February 6, 2013 through March 20, 2013

Opening Reception: February 6, 2013

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

Purpose: Community, OCC and Student outreach

Cost/Purpose/Funding Source: Total Amount \$1700 to be paid from ASOCC and co-curricular funds. Expenses to include installation, printing, reception, catering, music, misc. supplies.

California Drawing

Date: January 7 through March 27, 2013

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

Purpose: Community, OCC and student outreach

Cost/Purpose/Funding Source: Total Amount \$500 to be paid from co-curricular and ancillary funds. For pickup and delivery of works.

Jazzed, a photo exhibit

Date: April 3, 2013 through April 24, 2013

Opening Reception: March 20, 2013 5-8 p.m.

Performance/Screening: April 3, 2013 5-8 p.m.

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

Purpose: Community, Campus and Student outreach

Cost/Purpose/Funding Source: Total Amount \$1800, to be paid from ASOCC and ancillary funds..

Expenses to include installation, printing, reception, catering, and misc. supplies.

Photo Exhibit 1

Date: April 3, 2013 through April 24, 2013

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

Purpose: Community, OCC and student outreach

Cost/Purpose: Pickup and delivery of works. Total Amount \$600 to be paid from co-curricular and ancillary funds.

Photo Exhibit 2 – (TBA)

Date: April 3, 2013 through April 24, 2013

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

Purpose: Community, OCC and student outreach

Cost/Purpose/Funding Source: Total Amount \$600 to be paid from ASOCC funds

Mass Appeal, OCC student exhibit.

Date: May 8, 2013 through May 29, 2013

Opening Reception: May 8, 2013

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

Purpose: Community, OCC department and Student outreach

Cost/Purpose/Funding Source: Total Amount \$2500 to be paid from ASSOC funds to include expenses for installation, printing, reception, catering, music, and misc. supplies

OCC Track & Field President's Day 5K Run

Date: February 18, 2013

Location: OCC Kinesiology & Athletics and Honors

Purpose: 5K run on the OCC Campus. This is an annual event that will promote the campus, its facilities, and the track & field program. The event will also be used as a fundraiser for the OCC track & field program and Honors

Cost/Purpose/Funding Source: No cost to the college. All expenses to be paid from event proceeds

California Welding Inspection (CWI) Seminars

Date: March 9- May 4, 2013

Department: OCC- Technology

Purpose: Enrichment and Extra- Credit Opportunity

Cost/Purpose/Funding Source: No fees charged, no cost to the college

Orange Coast College High School Counselors' Breakfast

Date: March 15, 2013, 7:00-11:00 a.m.

Department: OCC - Counseling/Outreach

Purpose: To use the Student Center Cafeteria at Orange Coast College for High School Outreach to host the Annual High School Counselors' Breakfast

Cost/Purpose/Funding Source: ASOCC Funds

Subject **6.03 CCC – Special Projects**
Meeting Nov 20, 2012 - Regular Meeting
Category 6. Authorization for Special Projects
Access Public
Type Consent

Concorde Career College Graduation Ceremony

Date: November 29, 2012 from 6:00 – 8:00 p.m.

Location: Garden Grove Center, Room 122

Department: Career and Technical Education, Garden Grove Center

Purpose: Use of Garden Grove Center for community event

Cost/Purpose: Contribution from vendor of \$90 for use of facility space

Funding Source: None

Asian & Pacific Islander American Scholarship Fund (APIASF) Awards Ceremony

Dates: February 8, 2013 from 4:00 – 6:00 p.m.

Location: Coastline Newport Beach Site

Department: Marketing/Public Relations

Purpose: Fulfillment of APIASF Coastline scholarship requirement

Cost/purpose/funding source: No cost to college or district.

Cal EMA/FEMA Master Exercise Practitioner Program (MEPP) Training Series

Date: January 14 – 17, 2013, March 25 – 28, 2013, and August 12 – 15, 2013

Location: Garden Grove Center

Department: Career and Technical Education, Garden Grove Center

Purpose: Use of Garden Grove Center for community event

Cost/Purpose: Contribution from vendor of \$2,160 for custodial services and audio visual technician support; facility rental fees are waived

Funding Source: None

Foundation 2012 Holiday Reception

Date: December 4, 2012, 5:30 – 7:30 p.m.

Location: Coastline Newport Beach Campus

Department: Foundation

Purpose: Turnip Rose is providing their catering services to Coastline Foundation for the 2012 Holiday Reception at the Newport Beach Campus.

Cost/purpose/funding source: None

Subject **6.04 GWC - Special Projects**
Meeting **Nov 20, 2012 - Regular Meeting**
Category **6. Authorization for Special Projects**
Access **Public**
Type **Consent**

Clinical Faculty Academy Workshop

Date(s): January 7-8, 2013 at Temecula Education Complex-Caterer TBD

Department: HWI-RHRC

Purpose: Professional development workshop for college and industry nursing faculty

Cost/purpose/funding source: \$4,000 for meeting space, food, and supplies from RHRC Trust or EWDP grant funds.

Boy Scout Chemistry Merit Badge Class

Date(s): January 26, 2013

Department: Chemistry Department

Purpose: To help boys earn the chemistry merit badge

Cost/purpose/funding source: \$300 for fees collected from participants from the Foundation Chemistry Department fund.

Science Olympiad

Date(s): March 1, 2013

Department: Chemistry Department

Purpose: Science competition for high school students

Cost/purpose/funding source: \$75 for supplies and graphics charges from College Discretionary funds.

Mi Casa Club Service Awards

Date(s): November 22, 2012

Department: Student Activities

Purpose: To reward students for club involvement

Cost/purpose/funding source: \$342 for awards from Mi Casa Club funds.

Ethics Bowl Club Fundraiser (www.gofundme.com)

Date(s): November 7, 2012

Department: Student Activities

Purpose: To raise funds for future club activities by setting up an account to receive donations

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

Intercultural Program World AIDS Day Celebration

Date(s): November 29, 2012

Department: Intercultural Program, and AIDS Services Foundation of Orange County

Purpose: To promote community awareness of HIV and AIDS including HIV mobile testing/counseling.

Cost/purpose/funding source: \$500 for food, supplies, and services from Intercultural Program funds.

Athletic Home Games

Date(s): Spring 2013

Department: Health Education/Kinesiology/Athletics

Purpose: To pay work crew for hosted events.

Cost/purpose/funding source: \$29,000 for officials, lines people, scorekeepers, announcers, chain crew

and other related expenses associated with holding a home event from auxiliary and/or foundation funds.

Digital Arts/Digital Media Student Art Show

Date(s): December 11, 2012

Department: Digital Arts/Digital Media/Design

Purpose: End of the Fall Semester Digital Arts, Digital Media and Design student show. This event will showcase the graduating students work along with the departments' classes. The format of the show will have students from the advanced classes assigned a half table to show their work. Individual classes will also have tables and exhibits to showcase the students' work. Graduating students will be judged during the event by outside industry professionals and awarded prizes donated by sponsors.

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

(Revision is to add the Design department. Previous Board action: 9/5/12)

7. Authorization for Funded Programs

Subject	7.01 DIS - Authorization for Funded Programs
Meeting	Nov 20, 2012 - Regular Meeting
Category	7. 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.

Orange Coast College has received an extension on 2011-2012 funding and an augmentation of funding for 2012-2013 for the California Community College Chancellor's Office, Economic and Workforce Development Program grant titled "**Industry Driven Regional Collaborative, Digital Manufacturing.**" The IDRC grants meet the demand for new, innovative and emerging growth sectors and should be created for short- or long-term responses customized to the duration of the need. Projects can be catalysts or precursors of future vocational, career and technical education programs in the system. New local programs and equipment are key components of these grants. Programs and services provided through Industry Driven Regional Collaboratives are strategic responses to the needs identified through statewide and regional environmental scanning processes. The grants focus resources on short-term intensive projects for high growth sectors. These grants provide flexibility for colleges to assess and define their individual project needs in the context of statewide and regional needs.

Fiscal Impact: The performance period for FY 2011-2012 fund has been extended from November 1, 2011 through June 30, 2012 to November 1, 2011 through December 31, 2012. For FY 2012-2013 Orange Coast College will receive \$157,148 from July 1, 2012 through June 30, 2013. The total amount of this grant agreement shall not exceed \$450,948, which includes the FY 2012-2013 grant award.

Coastline College has received a grant stipend from the Orange County United Way (OCUW) to participate as a qualified "Community Tax Days" (CTD) Partner Site for the "**Earned Income Tax Credit (EITC) Campaign.**" The EITC Campaign benefits low-income working families in Orange County. The grant purpose is to support the capacity of the 2013 CTD Partner Sites across Orange County to provide free tax services to eligible low-income working families, ensuring client access to all eligible tax benefits. OCUW CTD Partner Stipends are intended to increase the permanent capacity of CTD Partner Sites so that they may expand their direct service delivery to their client population. As part of this CTE Site Stipend & Award Agreement, Coastline College also agrees to offer a paid internship opportunity to a student for the 2013 tax season to serve as an Assistant Volunteer Income Tax Assistance (VITA) Site Coordinator at designated OCUW partner sites throughout Orange County. The internship will allow the student to gain experience managing free tax preparation events while working with VITA volunteer tax preparers and local taxpayers during the tax season.

Fiscal Impact: Coastline College will receive \$1,200 from November 22, 2012 through June 15, 2013. In addition, if the Grantee is able to serve more than fifty clients, the Grantee may become eligible for an EITC/VITA Award from OCUW, calculated at the conclusion of the EITC/VITA Campaign, and can be based on: Available Award funds; Total Results of EITC Campaign; Number of Award Eligible CTD Partner Sites, and CTD Partner Site's totals. Awards may range from \$500 to a maximum of \$8,000.

Coast Community College District has been awarded funding for the California Community Colleges Chancellor's Office Governor's Career Technical Education Initiative (SB70/SB1133) grant titled "**Career Technical Education Community Collaborative – Year 6**". The Coast Community College District is the lead administrative partner for this CTE Community Collaborative project. The key community college participants include Coastline Community College, Cypress College, Fullerton College, Golden West College, NOCCCD School of Continuing Education, Orange Coast College, Saddleback College, and Santa Ana College. Additional partners in the regional collaborative and the Career Pathways programs include business and industry representatives, county ROP's, the Orange County Workforce Investment Board along with secondary education specialists from middle and high schools which include Garden Grove, Huntington Beach, Newport-Mesa, as well as other local Orange County school Districts. The role of CCCD will be to foster a meaningful educational process among these entities that introduces a closer relationship with middle schools, the introduction of new goals and new assessment systems for measuring progress, provision of enhanced technical learning for faculty members, and the introduction of professional development programs and opportunities designed to strengthen the skills of all staff associated with this CTE-Community Collaborative program. All oversight of this grant is handled through the District Educational Services department.

Fiscal Impact: This 6th year of the project, Coast Community College District will receive \$387,023 from November 1, 2012 through November 30, 2014. There are matching funds of 10% required for this funding.

Coastline College has applied for a National Science Foundation grant titled "**AGEP-T: Collaborative Research: Professional STEM Pathways for Education and Research (PROSPER)**." The aim of project PROSPER is to establish a program that will enhance the professional role confidence of underrepresented minorities (URMs) in STEM doctoral programs as a means of increasing their intent to join the professoriate. The consortium consists of: University of California, Irvine (lead), California State University, Fullerton (partner), Santa Ana College (partner), and Coastline College (partner). The primary goal is to enhance the professional role confidence of UCI doctoral students through professional skill training that includes pedagogy practicum at our partner institutions. A secondary goal is to use those URM doctoral students as "change agents" to mentor URMs at earlier stages of their pathway to a science career; and to facilitate faculty interactions across institutions in order to reduce intersegmental barriers that can impede success.

Fiscal Impact: If funded, Coastline College will receive \$151,580 from June 1, 2013 through November 30, 2016, as follows: Year One = \$44,800; Year Two = \$44,920; Year 3 = \$16,940.

8. Authorization to Enter Into Standard Telecourse Agreements

Subject	8.01 CCC - Authorization to Enter Into Standard Telecourse Agreements
Meeting	Nov 20, 2012 - Regular Meeting
Category	8. Authorization to Enter Into Standard Telecourse Agreements
Access	Public
Type	Consent

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

ASTRONOMY: OBSERVATIONS AND THEORIES

State Board for Community & Technical Colleges (WA)

Term of Agreement: August 16, 2012 – December 31, 2012

HUMANITIES THROUGH THE ARTS

Lamar State College - Orange (TX)

Term of Agreement: January 1, 2013 – December 31, 2013

PSYCHOLOGY: THE HUMAN EXPERIENCE

State Board for Community & Technical Colleges (WA)

Term of Agreement: August 16, 2012 – December 31, 2012

TRANSITIONS THROUGHOUT THE LIFE SPAN

State Board for Community & Technical Colleges (WA)

Term of Agreement: August 16, 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 \(151 KB\)](#)

9. Approval of Standard Agreements

Subject	9.01 OCC - Standard Agreements
Meeting	Nov 20, 2012 - Regular Meeting
Category	9. Approval of Standard Agreements
Access	Public
Type	Consent

Approve Standard Contract Education Agreement between Eastern Michigan University and the Coast Community College District for the Purpose of Offering OCC Fashion Tour program

Background: Eastern Michigan University asked Orange Coast College to offer educational instruction and industry tours in the Los Angeles and Orange County areas.

Goal/Purpose: To offer educational instruction and industry tours in the Los Angeles and Orange County areas to Eastern Michigan University as requested by Eastern Michigan University from April 29 through May 1, 2013.

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 Eastern Michigan University and the Coast Community College District for the purpose of offering 21 hours of educational instruction and industry tours in the Los Angeles and Orange County areas to Eastern Michigan University. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: OCC Community Education to receive \$7,500 revenue for this contract.

Subject **9.02 CCC - Standard Agreements**
Meeting **Nov 20, 2012 - Regular Meeting**
Category **9. Approval of Standard Agreements**
Access **Public**
Type **Consent**

Approve District Standard Scope of Work #2012-88 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services

After review by the College President, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2012-88 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the development of a Troubleshooting Centrifugal Pumps workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$75,000 income from Chevron Products Company payable in five equal payments based upon completion of each of five project milestones.

Approve District Standard Scope of Work #2012-89 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services

After review by the College President, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2012-89 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the development of a Metallurgy workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$12,750 income from Chevron Products Company payable in five equal payments based upon completion of each of five project milestones.

10. Authorization for Purchase of Institutional Memberships

Subject **10.01 DIS - Institutional Memberships**
Meeting **Nov 20, 2012 - Regular Meeting**
Category **10. Authorization for Purchase of Institutional Memberships**
Access **Public**
Type **Consent**

RENEWAL

Name and Acronym: Council for Resource Development (CRD)

Term of Membership: 2013

Cost: \$975 from District Educational Services

Purpose: Membership will provide important and timely information on national and state grant opportunities, Federal funding reports and current information on grant development resources and other resource development tools. This membership will enable the District to effectively discover, research, and pursue grants and other resource development opportunities.

Subject **10.02 CCC – Institutional Memberships**
Meeting Nov 20, 2012 - Regular Meeting
Category 10. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

RENEWAL

Name and Acronym: Newport Beach Chamber of Commerce
Term of Membership: December 1, 2012 — December 1, 2013
Cost: \$460
Purpose: Supports College in their community relations outreach efforts.
Source of Funding: General Funds

Subject **10.03 GWC - Institutional Memberships**
Meeting **Nov 20, 2012 - Regular Meeting**
Category **10. Authorization for Purchase of Institutional Memberships**
Access **Public**
Type **Consent**

RENEWAL

Name and Acronym: Council of Chief Librarians (CCL)

Term of Membership: November 1, 2012 – October 31, 2013

Cost: \$150

Purpose: Annual membership allows access to CCL Outlook, CCL Directory, roster, special reports & publications.

11. Authorization for Community Activities

Subject **11.01 OCC - Community Activities**
Meeting **Nov 20, 2012 - Regular Meeting**
Category **11. 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 22, 2012 – June 30, 2013. The presenter will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

Independent Contractors

\$10,000 AND UNDER

IC Name: Stephen Hall

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

Payment Schedule/Compensation: Compensation equals \$50 per hour for up to 16 students, \$75 per hour for 17-24 students, \$100 per hour for 25-31 students, and \$125 per hour for 32-40 students per class taught.

Terms of Agreement: November 22, 2012 – June 30, 2013

Source of Funding: Community Education registration fees.

12. Personnel Items

Subject **12.01 DIS - Personnel Items**
Meeting Nov 20, 2012 - Regular Meeting
Category 12. Personnel Items
Access Public
Type Discussion

a. Authorization for Professional Experts

File Attachments

[Open.pdf \(17 KB\)](#)

a. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Lee, Adam, OCC, to assist with OCC Women's and Men's Water Polo teams and Aquatics Teams during the 2012-13 academic year, for the period 11/08/12 to 06/15/13, to be paid by timecard at \$100.00 per unit, 6.875 units per week for 32 weeks, compensation to be \$22,000.00, funding source is Ancillary Accounts.

Other Professional Experts

Altobelli, Anthony, OCC, to assist with OCC Women's and Men's Cross Country and Track Teams during the 2012-13 fiscal year, for the period 12/13/12 to 06/15/13, to be paid by timecard at \$100.00 per unit, 0.22 units per week for 27 weeks, compensation to be \$600.00, funding source is Athletic Teams Ancillary Accounts.

Altobelli, Keri, OCC, to provide event management during the 2012-13 academic year, for the period 11/08/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 0.735 units per week for 34 weeks, compensation to be \$2,500.00, funding source is Division Ancillary Event Account.

Backer, Tasman, OCC, to assist with Aquatics and Women's Water Polo during the 2012-13 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 Division Ancillary.

Bright, Daniel, OCC, to assist with Women's and Men's Cross Country and Track Teams during the 2012-13 fiscal year, to be paid by timecard at \$100.00 per unit, 0.26 units per week for 27 weeks, compensation to be \$700.00, funding source is Athletic Teams Ancillary Accounts.

Davis, Jeffrey, OCC, to assist with Women's and Men's Cross Country and Track Teams during the 2012-13 fiscal year, to be paid by timecard at \$100.00 per unit, 0.463 units per week for 27 weeks, compensation to be \$1,250.00, funding source is Athletic Teams Ancillary Accounts.

De Nunno, Maria, OCC, to provide event management and ticket assistance, to be paid by timecard at \$10.00 per unit, 0.735 units per week for 34 weeks, compensation to be \$2,500.00, funding source is Division Ancillary Events.

Feir, David, OCC, to assist with Women's and Men's Cross Country and Track Teams during the 2012-13 fiscal year, for the period 12/13/12 to 06/15/13, to be paid by timecard at \$100.00 per unit, 0.19 units per week for 27 weeks, compensation to be \$500.00, funding source is Athletic Teams Ancillary Accounts.

Heckman, Richard D., GWC, to serve as musician and cartage for GWC Theater production of "Legally Blonde," for the period 03/01/13 to 05/13/13, to be paid at \$100.00 per unit, 0.75 units per week for 12 weeks, compensation to be \$900.00, funding source is Theater Income Trust.

Heckman, Richard D., GWC, to serve as musical director and conductor for GWC Theater production of "Legally Blonde," for the period 03/01/13 to 05/13/13, to be paid at \$100.00 per unit, 1.67 units per week for 12 weeks, compensation to be \$2,000.00, funding source is Theater Income Trust.

Hutton, Heather, OCC, to assist with Women's Soccer during the 2012-13 academic year, for the period 11/08/12 to 06/15/13, to be paid by timecard at \$100.00 per unit, 0.313 units per week for 32 weeks, compensation to be \$1,000.00, funding source is Division Ancillary Women's Soccer.

Knuth, Larry, OCC, to serve as Cross Country and Track Meet Assistant, for the period 12/13/12 to

06/15/13, to be paid by timecard at \$100.00 per unit, 0.22 units per week for 27 weeks, compensation to be \$600.00, funding source is Athletic Teams Ancillary Accounts.

Navarro, Christian G., GWC, to serve as stage manager for GWC Theater production of "Legally Blonde," for the period 01/10/13 to 05/12/13, to be paid at \$100.00 per unit, 0.5 units per week for 20 weeks, compensation to be \$1,000.00, funding source is Theater Income.

Rader, Kirk, OCC, to assist with Women's and Men's Cross Country and Track Teams during the 2012-13 fiscal year, for the period 12/13/12 to 06/15/13, to be paid by timecard at \$100.00 per unit, 0.26 units per week for 27 weeks, compensation to be \$700.00, funding source is Athletic Teams Ancillary Accounts.

Ramos, Richard, OCC, to assist with Women's and Men's Cross Country and Track Teams during the 2012-13 fiscal year, for the period 12/13/12 to 06/15/13, to be paid by timecard at \$100.00 per unit, 0.26 units per week for 27 weeks, compensation to be \$700.00, funding source is Athletic Teams Ancillary Accounts.

Sweesy-Barger, Millie, OCC, to assist with Women's Crew, for the period 11/08/12 to 12/30/12, to be paid by timecard at \$100.00 per unit, 1.25 units per week for 8 weeks, compensation to be \$1,000.00, funding source is Women's Crew Ancillary.

Vanderlip, Linda S., OCC, to serve as guest speaker on stress reduction for OCC student services staff, for the period 11/30/12 to 12/01/12, to be paid at \$100.00 per unit, 13 units per week for 1 week, compensation to be \$1,300.00, funding source is Mental Health Grant.

13. Authorization for Independent Contractors

Subject **13.01 DIS - Independent Contractors**
Meeting **Nov 20, 2012 - Regular Meeting**
Category **13. Authorization for Independent Contractors**
Access **Public**
Type **Consent**

The following is to serve as an independent contractor pursuant to the District's standard independent contractor agreement.

\$10,000 AND OVER

IC Name: Making Connections

Services: To develop a new activity-based Student Booklet for High School Students.

Payment Schedule/Compensation: \$25,000, to be paid by invoice based on agreed upon milestones.

Term of Agreement: November 22, 2012— June 30, 2013

Source of Funding: Career Technical Education Grant, Years 4 and 5

Subject **13.02 OCC - Independent Contractors**
Meeting Nov 20, 2012 - Regular Meeting
Category 13. Authorization for Independent Contractors
Access Public
Type Consent

The following is to serve as an independent contractor pursuant to the District's standard independent contractor agreement.

UNDER \$10,000

IC Name: Technical Associated Services

Services: To repair, service, and calibrate welding program equipment for L.A. City License.

Payment Schedule/Compensation: To be paid on an as needed basis after receiving and approving estimates to an amount not to exceed \$5000

Term of Agreement: December 12, 2012 through June 30, 2014.

Source of Funding: Division and Department local and ancillary funds.

Subject **13.03 CCC – Independent Contractors**
Meeting Nov 20, 2012 - Regular Meeting
Category 13. 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: Denise Cusano Instructional Design, Inc.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-88, Troubleshooting Centrifugal Pumps, \$30,000; SOW #2012-89, Metallurgy, \$10,200.

Payment Schedule/Compensation: \$40,200 upon completion of project deliverables broken down into five stages of completion.

Term of Agreement: November 21, 2012 – June 30, 2013

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

IC Name: Norton, Judith

Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-88, Troubleshooting Centrifugal Pumps.

Payment Schedule/Compensation: \$30,000 upon completion of project deliverables broken down into five stages of completion.

Term of Agreement: November 21, 2012 – June 30, 2013

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

IC Name: Workforce Connections

Services: Provide professional consulting services; develop, implement and increase Work Experience (WEX) and On-the-Job Training (OJT) programs to meet WEX and OJT goals; train supervisors and staff on WEX/OJT processes, outreach and case management strategies.

Payment Schedule/Compensation: \$51,200 will be paid upon monthly invoice as services and training is rendered.

Term of Agreement: November 23, 2012 – June 30, 2013

Source of Funding: Orange County One-Stop Center

UNDER \$10,000

IC Name: Farr, Patricia (Patti) E.

Services: Development/refinement of "Online Instructional Strategies and Cultural Factors" module in Seaport 2.

Payment Schedule/Compensation: \$750 paid upon completion of the project.

Term of Agreement: November 22, 2012 – June 30, 2013

Source of Funding: Title III grant funds

IC Name: Cooperman, Michael

Services: To develop and present the project Cloud Based instructional Development

Payment Schedule/Compensation: \$3,250 on December 7, 2012; \$3,250 February 28, 2013, and \$3,250

on May 17, 2013; dependent upon completion of the project's activities and submission of invoices for a total amount of \$9,750.

Term of Agreement: November 22, 2012 – June 30, 2013

Source of Funding: CTE-VTEA IB Discipline/Business Collaborative (CalBC) grant

IC Name: Damato, Joseph V.

Services: To develop and present project Bridging the Gap between Business and Community College Student Learning Outcomes

Payment Schedule/Compensation: \$1,500 on December 7, 2012; \$1,500 February 28, 2013, and \$1,850 on May 17, 2013; dependent upon completion of the project's activities and submission of invoices for a total amount of \$4,850

Term of Agreement: November 22, 2012 – June 30, 2013

Source of Funding: CTE-VTEA IB Discipline/Business Collaborative (CalBC) grant

IC Name: Schmidt Associate, LLC

Services: To develop the project Hyperlink e-Zine and Newsletter

Payment Schedule/Compensation: \$2,500 on December 7, 2012; \$2,500 February 28, 2013, and \$3,300 on May 17, 2013; dependent upon completion of the project's activities and submission of invoices for a total amount of \$8,300

Term of Agreement: November 22, 2012 – June 30, 2013

Source of Funding: CTE-VTEA IB Discipline/Business Collaborative (CalBC) grant

IC Name: Yurtseven, Lale

Services: Serve as the Interim Business Education Statewide Advisory Committee Regional Chair for the Bay Area Region to assist with the delivery of objectives and provide statewide collaboration with the California Business Collaborative (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 22, 2012 – June 30, 2013

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

REVISION TO PREVIOUS BOARD ACTION

\$10,000 AND OVER

IC Name: Performance Ascent, Inc

Services: Outreach, training, development and consulting services for participating employers.

Payment Schedule/Compensation: Compensation will be paid up to \$2,200 per schedule training day: 50% of the total amount due upon invoice and before schedule training day; 50% of the total amount due after schedule training day and with followings: Original sign-in sheet; evaluation forms from all attendees; all handouts including PowerPoint presentation. Total amount paid will not exceed Employment Training Panel Contractual amount of \$37,400. (Revision is to clarify the maximum pay per day, contractor responsibilities and decrease total contract amount by \$17,600 for a total revised contract amount of \$37,400. Prior Board Approval: 07/18/2012)

Term of Agreement: November 22, 2012 – June 30, 2013

Source of Funding: Employment Training Panel

Subject **13.04 GWC - Independent Contractors**
Meeting Nov 20, 2012 - Regular Meeting
Category 13. Authorization for Independent Contractors
Access Public
Type Consent

The following is to serve as an independent contractor pursuant to the District's standard independent contractor agreement.

UNDER \$10,000

IC Name: McJannet, Catherine
Services: Content expert and lecturer for Health Workforce Initiative Clinical Faculty Academy
Payment Schedule/Compensation: \$800, to be paid after assignment completed per invoice. Mileage included.
Term of Agreement: January 7-8, 2013
Source of Funding: EWDP-HWI grant funds

IC Name: Brooks, Raelene
Services: Content expert and lecturer for Health Workforce Initiative Clinical Faculty Academy
Payment Schedule/Compensation: \$800, to be paid after assignment completed per invoice. Mileage included.
Term of Agreement: January 7-8, 2013
Source of Funding: EWDP-HWI grant funds

IC Name: Winston, Kathleen
Services: Content expert and lecturer for Health Workforce Initiative Clinical Faculty Academy
Payment Schedule/Compensation: \$800, to be paid after assignment completed per invoice. Mileage included.
Term of Agreement: January 7-8, 2013
Source of Funding: EWDP-HWI grant funds

IC Name: Winckler, Janet
Services: Content expert and lecturer for Health Workforce Initiative Clinical Faculty Academy
Payment Schedule/Compensation: \$800, to be paid after assignment completed per invoice. Mileage included.
Term of Agreement: January 7-8, 2013
Source of Funding: EWDP-HWI grant funds

IC Name: Tang, Suzanne
Services: Content expert and lecturer for Health Workforce Initiative Clinical Faculty Academy
Payment Schedule/Compensation: \$800, to be paid after assignment completed per invoice. Mileage included.
Term of Agreement: January 7-8, 2013
Source of Funding: EWDP-HWI grant funds

IC Name: Kersey, Pamela
Services: Content expert and lecturer for Health Workforce Initiative Clinical Faculty Academy
Payment Schedule/Compensation: \$800, to be paid after assignment completed per invoice. Mileage

included.

Term of Agreement: January 7-8, 2013

Source of Funding: EWDP-HWI grant funds

IC Name: See below

Services: Performers at Spring Music Concert "Hindsight"

Payment Schedule/Compensation: \$3,625 (to be paid \$200 each except where noted below), to be paid at the conclusion of performance.

Term of Agreement: December 6-7, 2012

Source of Funding: ASGWC – Creative Arts, Choir Trust, and Foundation funds.

Chris Dierl (\$425)

Jane Green

Robert Crosby

Cheri Cole

Robert Allen

Victor Pesavento

Mary Stupin

Michael Harrison

Laurence Greenfield

Regan Lambert

Branden Muresan

Jason Livesay

Joseph Derthick

Linda Grishkoff

Nolan Livesay

Wendy Velasco

Matthew Hare

IC Name: PGINET Consulting

Services: Refine CoastPathways.com audit reports on student completion.

Payment Schedule/Compensation: \$3,400, to be paid upon completion per invoice.

Term of Agreement: November 21 - December 27, 2012

Source of Funding: CTE Transitions funds

IC Name: Steve Shea

Services: Photographic services for GWC dance concerts

Payment Schedule/Compensation: \$300 to be paid within 30 days of service and invoice submittal

Term of Agreement: September 1, 2012 – June 15, 2013

Source of Funding: Dance Trust, Dance Foundation, ASB

(Revision is to increase the total compensation from \$200. Previous Board action: 8/15/12.)

14. Authorization for Professional Development Program

Subject **14.01 DIS - Authorization for Professional Development**
Meeting **Nov 20, 2012 - Regular Meeting**
Category **14. Authorization for Professional Development Program**
Access **Public**
Type **Consent**

OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Seminar	Date	Amount
Raya D Lopez	ARE 6641 Contemporary Issues in Art Education	01/07/13 – 03/01/13	
Multimedia Web Programmer OCC	ART6933 The Digital Image University of Florida	03/04/13 – 04/26/13	\$1493.08

15. Approval of Purchase Orders

Subject **15.01 DIS - Purchase Orders**
Meeting **Nov 20, 2012 - Regular Meeting**
Category **15. Approval of Purchase Orders**
Access **Public**
Type **Consent**

File Attachments

[PO Board List 11-20-12.pdf \(11 KB\)](#)

PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0329017	Education 4 Work IC for project manangement services for SB70 Evaluation Grant	DIS	5112	60,000.00
P0329019	Vital Link OC IC for services on SB70 Grants activites, meetings, field trips, etc.	DIS	5899	59,900.00
P0328998	Digital Networks Group Inc OCC Cabling for Music Bldg Upgrade (GOB)	OCC-GB	6250	40,120.44
P0329050	Southwestern Industries Inc Computer numerical control (CNC) Lathe	OCC	6401	30,589.21
P0329068	Sun Environmental Engineering Services Inc OCC Music Bldg Asbestos Abatement (GOB)	OCC-GB	6250	23,885.00
P0329018	Jones, Jayne IC for research & preparation of funding requests	DIS	5112	21,000.00
P0329043	Baker & Taylor GWC Library Books	GWC	6301	18,000.00
P0329016	Bob's Shade & Linoleum CCC - NBLC Student Success Center Floor Covering	CCC-GB	6254	14,301.76
P0329051	Southland Industries	GWC	5899	9,421.63
P0329048	MS Rouse Co	OCC-GB	6250	8,595.00
P0329049	Digital Networks Group Inc	OCC-GB	6250	8,194.38
P0329070	B & P Services Inc	OCC-GB	6250	7,280.00
P0329008	Pocket Nurse	GWC	4312	7,276.13
P0329020	ThyssenKrupp Elevator Corp	GWC	5899	7,000.00
P0329025	Hewlett Packard	GWC	4315	5,243.18
P0329062	Express Pipe & Supply Co Inc	OCC	4677	5,000.00
P0329038	JTF Business Systems	CCC	4312	4,441.74
P0328999	Virco	OCC-GB	4312	4,414.77
P0329053	Apex Audio Inc	OCC	6412	4,216.82
P0329033	Office Depot	OCC	4312	4,000.00
P0329000	Global Knowledge Training LLC	CCC	5898	3,918.75
P0329005	United Parcel Service Inc	DIS	5831	3,500.00
P0329009	Northcott Painting Co	GWC-GB	5899	3,500.00
P0329054	Mezun.com Inc	OCC	5850	3,500.00
P0329026	Apple Computer Inc	GWC	6412	3,090.10
P0329013	Hardy Diagnostics	OCC	4312	3,000.00
P0329069	Titan Environmental Solutions Inc	OCC-GB	6250	2,700.00
P0329001	J Mac Supply	OCC-GB	6412	2,476.10
P0329036	Sehi Computer Products Inc	CCC	4315	2,453.94

PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0329041	Nat'l League for Nursing Accrediting Commission Inc	GWC	5320	2,400.00
P0329014	Computerized Assesment & Placement Programs Inc	GWC	4312	2,095.05
P0329022	CI Solutions	GWC	5638	2,000.00
P0329044	Alamitos Auto Parts Inc - Napa	GWC	4312	2,000.00
P0329042	Nat'l League for Nursing Accrediting Commission Inc	GWC	5320	1,575.00
P0329011	Biopac Systems Inc	OCC	4312	1,470.82
P0329035	Xerox Corp	OCC	5638	1,414.44
P0329040	AT Kratter & Co	OCC	5699	1,291.45
P0329046	Cal-Olympic Safety	GWC	4312	1,231.75
P0329024	NCS Pearson Inc	OCC	4312	1,132.80
P0328995	David Grant Inc	OCC	5638	992.86
P0329055	Calif Stage & Lighting	OCC	4312	980.09
P0329034	Office Depot	OCC	4312	902.83
P0329012	Fisher Scientific	OCC	4312	812.74
P0329061	SOS Survival Products	OCC	4312	806.27
P0329007	Apperson Inc	GWC	4312	750.00
P0329023	Office Depot	DIS	4312	564.11
P0329056	Apex Audio Inc	OCC	6412	560.30
P0329010	Clayton Associates Inc	GWC	4312	537.50
P0329004	Home Depot	DIS	4677	500.00
P0329006	Xerox Corp	CCC	5682	479.49
P0329058	Nub Games Inc	GWC	5699	470.00
P0328996	Dept of Social Services	OCC	5749	440.00
P0329047	Bear Communications Inc	OCC-GB	4315	436.58
P0329063	Demco Inc	OCC	4312	415.96
P0329029	Matthew Bender & Co Inc	OCC	5899	386.44
P0329060	Redleaf Press	OCC	4312	338.17
P0329039	Computerland of Silicon Valley	OCC	5699	333.25
P0329064	Jim Davidson Sewing Machine Service	OCC	5638	250.00
P0329065	Nat'l Assn for Education of Young Children	OCC	4312	212.28
P0329045	Air Faire	GWC	4312	211.19
P0329032	B & P Services Inc	DIS	5650	205.80
P0329027	Cleverbridge Inc	OCC	5638	199.99
P0329037	G/M Business Interiors	DIS	4312	170.63
P0329028	Thomson Reuters/Barclays	OCC	5899	150.00

PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0329015	Ward's Natural Science	OCC	4312	131.64
P0329002	Dell Higher Education	OCC	4315	127.27
P0329066	Amazon.com	OCC	4312	111.32
P0329030	Office Depot	GWC	4312	100.00
P0329052	GovConnection Inc	GWC	4315	71.22
P0329021	Tri-anim Health Services	OCC	4312	44.16
P0328997	Capitol Enquiry	OCC	6301	43.55
P0329057	Fashion Pattern by Coni	OCC	4312	37.71
P0329031	Office Depot	GWC	4312	29.50
P0329067	Amazon.com	OCC	4312	24.45
P0329059	Gale Group Inc	GWC	6301	18.19
Total:				<u>\$400,475.75</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

16. Ratification / Approval of Checks

Subject ,16.01 DIS - Ratification/Approval of Checks
Meeting Nov 20, 2012 - Regular Meeting
Category 16. Ratification / Approval of Checks
Access Public
Type Consent

File Attachments

[checks111312.pdf \(163 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
174133	RC Construction Services Inc Bid 1994 N Category H Site	359,690.00
174237	Tangram Fixtures Newport Learning Center	248,261.12
174024	Haedeh Khamneian Settlement Case No. 2012070966	215,000.00
174373	ACSIG Dental / Edge Dental Calims	179,164.18
174124	Best Contracting Services Inc Bid 1992 N Category L	175,849.00
174240	Coast Community College District Annual Medical Claims	171,535.88
174302	Keenan & Associates Protected Insurance Program	162,800.50
174128	Doja Inc Bid 1992 Newport Learning Center	131,201.00
174127	Dennison Electric Inc Bid 1992 Newport Learning Center	130,958.00
174129	Inland Building Construction Cos Inc Bid 1992 Newport Learning Center	113,181.00
174376	Coast Community College District Annual Medical Claims	106,495.39
174409	Constellation NewEnergy Inc Electricity Districtwide	97,529.76
174157	CCC Sac CCC College Service Fees	94,189.00
174216	Southern Calif Edison Co Electricity Districtwide	92,539.11
174010	Haas Factory Outlet Computers for OCC Machine Shop	80,868.99
174314	Employment Development Dept-EDD 3rd Quarter EID	65,754.78
174241	Coast Community College District Annual Medical Claims	61,196.18
174462	Vital Link OC Services for SB70 Grants Activites	59,900.00
174125	Continental Flooring Inc Bid 1992 Newport Learning Center	57,192.00
174465	WestEd Services for SB70 Evaluation Grants	56,531.82
174164	Constellation NewEnergy Inc Electricity Districtwide	54,723.55
174132	PK Mechanical Systems Inc Bid 1994 Newport Learning Center	54,110.00
174060	Southern Calif Edison Co Electricity Districtwide	51,208.37
174372	VMI Inc	47,424.83

174131	LCD Display for Newport Beach Learning Center K & Z Cabinet Co Inc	46,115.00
173989	Bid 2005 Newport Beach Learning Center Avalon Center at Garden Grove	43,736.00
174126	Lease Payment for One-Stop Westminster Cuyamaca Const Inc	43,560.00
174387	Bid 1992 Newport Beach Learning Center Cablemasters	39,607.38
174067	Fiber Optic for CCC The Irvine Co LLC	38,404.12
174161	Lease Payment for One-Stop Irvine College Board	32,245.91
174403	Annual Financial Aid Software CCCD Student Refunds	31,389.60
174377	Student Refunds Vision Service Plan	30,504.27
174123	Vision Plan Premiums Anderson Charnesky Structural Steel Inc	28,504.00
174374	Bid 1992 Newport Beach Learning Center Alliant Insurance Services Inc	27,500.00
174080	Insurance Consulting Fees Ellucian Support Inc	24,912.84
174234	CW Driver	22,923.00
174233	Advanced Communications Engineering	21,712.28
174206	Pitney Bowes Reserve Account	20,000.00
174472	Best Contracting Services Inc	19,539.00
174238	UCMI Inc	18,640.00
174474	Graybar Electric	18,152.80
174074	Waxie Sanitary Supply	17,847.24
174130	Inland Pacific Tile Inc	17,051.00
174236	Public Private Ventures	16,703.67
174144	Atkinson Andelson Loya Ruud & Romo	16,579.40
174473	Dennison Electric Inc	14,550.96
174448	Southern Calif Edison Co	13,665.78
174291	Time Warner Cable Inc	13,411.16
174343	Postmaster	13,000.00
174263	County of Orange	12,888.29
174321	Ivy League Moving Services Inc	12,200.00
174256	Cash Register Systems of OC	11,403.68
174379	AcademicWorks Inc	11,000.00
174158	CCCD Student Refunds	10,775.79
174333	Mesa Consolidated Water District	10,760.30
174456	Unisource Worldwide Inc	10,034.71
174276	Kyoto Kagaku Co LTD	8,777.75
173999	CCCD Student Refunds	8,533.66
174239	Willdan Geotechnical	8,001.50
174204	Pelican Center LP	8,000.00
174457	US Bank	7,444.99
174079	Abc Window Cleaning Inc	6,000.00

174154	Calif Tool Welding Supply	5,779.77
174235	Glumac	5,139.00
174005	Follett Higher Education Group Inc #1180	5,036.51
174404	Certified Transportation Services Inc	4,882.70
174227	Waxie Sanitary Supply	4,880.71
174192	Kurzweil Educational Systems Inc	4,764.62
174428	ii Fuels Inc	4,484.53
174035	OC Treasurer-Tax Collector	4,481.50
174252	Benner Metals Corp	4,228.11
174152	Calif Design Printing & Marketing	4,180.24
174179	Greenline Data Inc	4,127.53
174115	Union Bank	4,090.64
174136	Academic Senate for Calif Community Colleges	3,959.30
174421	Global Knowledge Training LLC	3,918.75
174270	Hewlett Packard	3,882.21
174375	Care Resources Inc	3,873.00
173990	B & H Photo-Video	3,617.63
174167	Dept of Industrial Relations	3,600.00
174323	Jayne Jones	3,500.00
174433	LRH Consulting	3,500.00
174286	Sea Clear Pools Inc	3,400.00
174210	Sehi Computer Products Inc	3,381.08
174471	Anderson Charnesky Structural Steel Inc	3,168.00
174420	Getty Images (US) Inc	3,150.00
174160	City of Garden Grove	3,044.22
174162	Commonwealth Annuity	3,000.00
174195	Richard McGaffigan	3,000.00
174106	Southern Calif Edison Co	2,903.13
174042	On-Site LaserMedic Corp	2,849.06
173988	Automated Power Technologies	2,801.50
174140	ASCAP	2,797.26
174285	SARS Software Products Inc	2,700.00
173977	Accurate Accounting Business Services LLC	2,687.50
174255	Beverly Carlson	2,671.88
174193	Main Electric Supply Co	2,627.71
174028	Mobile Modular Management Corp	2,625.00
174296	Xerox Corp	2,588.61
174101	Oracle Corp	2,546.18
174431	JK Electronics Distributors Inc	2,463.60
174209	SARS Software Products Inc	2,390.00
174017	Home Depot	2,316.62
174044	Oracle Corp	2,299.00
174099	JAMS Inc	2,275.00
174312	Chem Pro Laboratory Inc	2,264.00
174439	Orkin Pest Control	2,258.00
174247	Apple Computer Inc	2,246.12
174432	Jobelephant.com Inc	2,220.00
173978	Air Treatment Corp	2,159.73
174070	Unisource Worldwide Inc	2,147.78

174251	Battery Systems Inc	2,133.45
174352	Rhino Electric Supply	2,086.59
174350	Quick Caption	2,052.00
174262	County of Orange	2,030.72
174104	Amelia Schulz	2,000.00
174121	Lale Yurtseven	2,000.00
174353	Lance Segars	2,000.00
174107	Spicers Paper Inc	1,989.28
174159	Certified Transportation Services Inc	1,983.18
174215	South Coast Air Quality Management District	1,957.00
174460	Verizon Wireless	1,918.19
174371	Sheeler Bros Inc	1,900.00
173991	Baker & Taylor	1,843.02
174329	MailFinance Inc	1,835.78
173983	AT & T	1,799.40
174134	Southcoast Acoustical Interiors Inc	1,783.00
174412	Declues Burkett & Thompson LLP	1,743.75
174196	Mobile Modular Management Corp	1,722.92
174260	Constellation NewEnergy Inc	1,716.29
174284	Jerry Patterson	1,701.67
174469	Smart & Final Stores LLC	1,646.86
174438	Office Depot	1,623.01
174094	Caston Office Solutions	1,618.68
174211	Andreea Serban	1,550.87
174304	Amer Dietetic Assn	1,550.00
174043	Oracle America Inc	1,524.15
174441	Pivot Point Int'l Inc	1,512.88
174108	TechRoom Inc	1,500.00
174166	Day & Nite Door Service Inc	1,471.21
174332	Marsh Risk & Insurance Services	1,462.37
174031	MVAP Medical Supplies Inc	1,436.28
174354	Society of Manufacturing Engineers	1,424.99
174146	B & P Services Inc	1,412.28
174463	Walters Wholesale Electric Co	1,409.10
174273	Jobelephant.com Inc	1,390.00
174119	Western Graphics Plus	1,373.78
174434	Main Electric Supply Co	1,370.15
174315	Fisher Scientific	1,331.51
174197	NAB	1,325.00
174339	Orange Coast Auto Repair	1,322.46
174293	tw telecom holdings Inc	1,302.23
174243	Unum Ltc	1,257.40
174426	Home Depot	1,231.15
173976	Academic Senate	1,218.90
174156	Don Carlson	1,200.00
174058	Soccer Central	1,198.43
174120	David Whyte	1,140.00
174267	Fisher Scientific	1,128.59
174054	Safeguard Business Systems Inc	1,120.77

174335	MicroAge	1,120.36
174041	Office Depot	1,095.51
174242	Medco Health Solutions Inc	1,050.96
174076	Xerox Education Services Inc	1,042.04
174047	Phoenix Group Info Systems	1,025.88
174147	Beeson Tayer & Bodine APC	1,001.99
174410	ControlWorks Inc	1,000.00
174411	David Grant Inc	992.86
174207	Rancho Santiago Community College District	990.63
174295	Waxie Sanitary Supply	981.06
173984	AT & T	968.53
174391	Carter Brothers Fire & Life Safety	963.88
174328	LT Enterprises	920.00
174182	Home Depot	910.96
174461	Verizon Wireless	865.74
174014	Harland Technology Services	846.00
174357	Amy Thach	826.79
174202	OCE'	825.21
174466	Western Graphics Plus	800.00
174110	The Gas Co	797.62
174245	A-Z Wholesale Floral Supply Inc	796.27
174083	A-Z Wholesale Floral Supply Inc	795.73
174444	Rossi Automotive Equipment Corp	772.36
174020	Iron Mountain Records Management	759.40
174001	Lynne Cottrell	754.23
174032	NetSupport Inc	744.80
174337	Barbara Miyadi	724.16
174319	Home Depot	716.36
174351	Diane Restelli	712.50
174253	Best Buy Stores LP	706.34
174229	Xerox Corp	702.75
174145	B & H Photo-Video	701.18
174190	Knorr Systems Inc	692.10
174071	UPS Protection Inc	689.60
174451	Stephen Tamanaha	687.57
174040	Oceanside Photo & Telescope	677.86
174170	Eva's Esthetics	676.08
174082	CCCD Workers Comp Trust Fund	661.91
174265	Day & Nite Door Service Inc	657.16
174417	Fuller Engineering Inc	610.59
174163	Consolidated Electrical Distributors	608.79
173996	Bob's Shade & Linoleum	607.20
174363	Xerox Corp	600.41
174013	Hardy Diagnostics	590.15
174203	Office Depot	586.26
174064	TALX Corp	586.00
174093	Capitol Electronic Reporting	578.20
174012	Halo Branded Solutions	559.81
174423	Grainger	558.97

174090	Barry Asher's Custom Embroidery	552.00
174259	Paula Coker	550.00
174272	Infinite Security Solutions	550.00
174406	Community College League of Calif	550.00
174408	Community College League of Calif	550.00
174021	Eli Jaramillo	545.98
174087	Apple Computer Inc	543.67
173979	Amico Scientific Corp	537.46
174011	Hajoca Corp	533.76
174165	Cross Media Resources	528.34
174061	Stanley Convergent Security Solutions Inc	528.00
174386	BJ Bindery Inc	520.92
174000	Coast Community College District	503.00
174445	SC Signs & Supplies LLC	501.04
174430	James Benedik Piano Service	500.00
174150	Bob's Shade & Linoleum	490.00
174440	Vinta Oviatt	486.31
174038	ocdm marketing	477.22
174290	The Shredders	464.00
174257	CDWG	457.24
174413	Eberhard Equipment Inc	454.97
174098	Garden Grove Chamber of Commerce	450.00
174063	T-Mobile USA	449.77
174034	North Net Fire Training Center	448.00
174467	Dept of Social Services	440.00
174336	Minuteman Plumbing & Drains	438.00
174009	Gale Group Inc	436.43
174135	Aardvark Clay Supply	433.31
174392	CASFAA	425.00
174246	Amico Scientific Corp	423.89
174280	Kevin Myers	420.00
174356	T-Mobile USA	419.72
174275	Mariam Khosravani	418.75
174358	Jamie Tran	418.71
174168	Mario Dimas	418.40
174088	Art Supply Warehouse	410.00
174191	KPSS Inc	403.04
174362	United Parcel Service Inc	400.00
174056	Shinoda Design Center Inc	399.02
174181	Deborah Henry	397.66
174268	Golden Trophy & Awards	397.60
174384	ASSA ABLOY Entrance Systems US Inc	396.81
174172	Fisher Scientific	395.90
174198	NASPA	395.00
174418	Gale Group Inc	394.40
174468	Home Depot	393.68
174279	Montgomery Hardware Co	391.59
174075	John Weispfenning	387.00
174446	Scholastic Inc	385.32

174111	Thomson West	378.30
174331	Vesna Marcina	375.00
174261	County of Orange	371.02
174341	Pacific Coast Entertainment	370.73
174007	Fuller Engineering Inc	367.68
174176	Fuller Engineering Inc	367.68
174254	Calply	366.89
174186	Information Today Inc	366.05
174053	Saddleback Golf Cars	364.11
174214	South Beach Media Inc	358.27
174084	Academic Senate	355.00
174085	Academic Senate	355.00
174330	Main Electric Supply Co	352.91
174175	Fry's Electronics	351.21
174208	RP Group Inc	350.00
174091	Blick Art Materials	349.17
174149	Blick Art Materials	349.12
174137	ActiveCare Inc	343.00
174008	G/M Business Interiors	342.65
174244	3M Clean Water Solutions	334.89
174407	Community College League of Calif	330.00
174089	ASSA ABLOY Entrance Systems US Inc	327.72
174370	Home Depot	326.88
174072	Verizon Calif	324.53
174258	Cintas First Aid & Safety	324.05
174316	GWC Student Health Center	324.00
174096	Galls Inc	317.71
174220	Travel Store Inc	316.60
174086	Darian Aistrich	301.63
174112	ThyssenKrupp Elevator Corp	301.00
174113	James Tierney	300.00
174310	CCCEOPSA	300.00
174452	The Gas Co	295.06
174388	Calif Tool Welding Supply	293.15
174299	VMI Inc	291.83
173981	Art Supply Warehouse	291.61
174424	Hardy Diagnostics	286.31
174221	Travel Store Inc	281.60
174027	Frederick Lockwood	280.38
174230	Zephyr Turfcare Equipment	280.00
174281	OCC Food Services	279.62
174382	Art & Frame Express	268.30
174114	Time Warner Cable	266.78
174217	Staples Advantage	261.68
174122	Susan Bierlich	261.40
174429	Irvine Pipe & Supply	256.93
174016	Home Depot	254.13
174187	Irvine Pipe & Supply	253.45
174018	Anthony Iacopetti	250.00

174277	Ashley Lopez	250.00
174294	United Parcel Service Inc	250.00
174393	CASFAA	250.00
174394	CASFAA	250.00
174395	CASFAA	250.00
174396	CASFAA	250.00
174397	CASFAA	250.00
174398	CASFAA	250.00
174399	CASFAA	250.00
174400	CASFAA	250.00
174401	CASFAA	250.00
174402	CASFAA	250.00
174218	Stater Bros Markets	240.72
173997	Broughton Int'l	239.50
174222	Travel Store Inc	237.60
174447	Smart & Final Stores LLC	237.25
174036	OC Wholesale Flowers	234.90
174360	Travel Store Inc	234.60
174006	Fry's Electronics	224.03
174153	Calif Stage & Lighting	223.35
174325	Lakin Tire West Inc	222.15
174322	JK Electronics Distributors Inc	217.42
174450	Staples Advantage	211.82
174037	OCC Petty Cash	211.31
174092	Campus Solutions	205.85
174405	Cleverbridge Inc	199.99
174359	Travel Store Inc	199.60
174223	Unisource Worldwide Inc	196.11
174139	Apple Computer Inc	183.00
174311	CDWG	182.37
174023	Kelly Paper	174.28
174442	Pocket Nurse	172.10
174318	Home Depot	171.51
174141	ASSA ABLOY Entrance Systems US Inc	167.33
174271	Home Depot	165.36
174100	Minuteman Plumbing & Drains	164.50
174189	Margaret Jones	161.87
174015	Home Depot	161.73
174155	Campus Solutions	161.52
174025	Adam Lee	160.00
174022	JW Pepper & Son Inc	157.85
173994	Bernan Associates	152.00
174303	James Acquarelli	152.00
174454	Thomson Reuters/Barclays	150.00
174449	Spectrum Gas Products Inc	148.49
174066	The Gas Co	147.61
174459	Verizon Wireless	147.42
174219	Martha Tran-Nguyen	141.94
174416	Flinn Scientific Inc	141.73

173995	Blick Art Materials	140.05
174326	Phuonganh Le	139.86
174148	BJ Bindery Inc	138.11
174250	AT & T	134.45
174184	Home Depot	133.45
173992	Bear Communications Inc	133.43
174344	Postmaster	130.42
174180	Tracy Heffelman	130.00
174103	Rhino Electric Supply	128.17
174436	Newport Exterminating	127.50
174004	Fisher Scientific	123.77
174169	Discount School Supply	122.75
174278	Brian Mims	117.00
174414	Federal Express Corp	116.77
174045	Pep Boys	115.52
174419	Ganahl Lumber Co	115.44
174458	Verizon Calif	115.43
174200	Ailene Nguyen	114.06
174338	OC Farm Supply Inc	112.56
174059	South Beach Media Inc	107.75
174116	Unisource Worldwide Inc	106.48
174081	Graybar Electric	106.24
174228	Rose Wood	105.93
174292	Toshiba Business Solutions	104.87
174390	Carolina Biological Supply	102.29
174057	Siemens Industry Inc	102.13
174283	Deborah Orrill	100.00
173998	C2 Reprographics	97.94
174118	Verizon Wireless	95.27
174199	Ailene Nguyen	92.00
174269	Grainger	91.48
174422	Marcia Gordon	89.85
174019	Ingram Library Services Inc	88.70
174288	South Beach Media Inc	88.36
174282	Office Depot	87.89
174095	Coastal Carbonic	86.52
174046	Diep Pham	83.25
174201	OCC Food Services	82.31
174313	Crown Ace Hardware	81.50
174143	AT & T	79.87
174117	Verizon Calif	79.62
174415	Fisher Scientific	77.19
174378	Vision Service Plan	76.65
173993	Lisa Becker	76.00
173987	AT & T	74.54
174320	Irvine Pipe & Supply	73.80
174385	AT & T	73.24
174030	Mouser Electronics Inc	72.43
174297	Stater Bros Markets	70.86

174327	Lee, David Michael	68.84
174287	Security Signal Devices	68.00
174443	Rhino Electric Supply	67.31
174026	Frederick Lockwood	66.23
174340	Orkin Pest Control	65.00
174317	Hardy Diagnostics	63.63
174105	Smardan Supply Co-Orange Coast	63.61
174437	OC Business Council	60.00
174453	Theodore Robins Ford	59.11
174138	Alliance Payphone Inc	59.00
174065	The Gas Co	58.23
173980	Aramark Uniform Services	56.65
174248	Aramark Uniform Services	56.65
174380	Aramark Uniform Services	56.65
174073	Jocelyn Wang	56.00
174305	AT & T	54.12
174306	AT & T	54.12
174051	Alison Riggio	54.00
174266	Rena Drake	53.85
174301	CCCD Workers Comp Trust Fund	51.70
174425	Home Depot	51.62
174355	Stater Bros Markets	51.57
174049	Joseph Poshek	50.28
174055	Maximo Salera	49.41
174109	The Gas Co	48.82
174185	Hub Auto Supply	46.03
174194	Mar Vac Electronics	45.88
174435	Monoprice Inc	45.45
174171	Eversoft	44.82
174455	Lanie Tiongeo	43.75
174389	Capitol Enquiry	43.55
174003	Federal Express Corp	38.45
174464	Ward's Natural Science	37.52
173985	AT & T	37.21
174052	Colleen Rymas	37.00
174383	Art Supply Warehouse	35.57
174289	Stater Bros Markets	35.20
174334	Micro Center	32.31
174050	Prudential Overall Supply Co	31.76
174345	Prudential Overall Supply Co	31.76
174178	Graybar Electric	31.25
174226	Ward's Natural Science	30.89
174225	Ward's Natural Science	30.86
174033	New Readers Press	30.78
174274	Kelly Paper	30.21
174212	Smardan Supply Co-Orange Coast	30.03
174324	Cheryl Jupiter	30.00
174309	Carolina Biological Supply	29.26
174231	Stater Bros Markets	28.69

174300	CCCD Workers Comp Trust Fund	28.40
174069	Turf Tire Distributors	28.02
174381	Arrowhead Mountain Spring Water	26.85
174213	SoCal Office Technologies Inc	26.74
174224	Ward's Natural Science	24.87
174151	Business Properties Partnership No 15	24.21
174039	Oce' Imagistics Inc	23.93
174062	Stater Bros Markets	23.40
174029	Melissa Mott	23.38
174048	Pitney Bowes Presort Services Inc	22.77
174346	Prudential Overall Supply Co	22.21
174347	Prudential Overall Supply Co	22.21
174348	Prudential Overall Supply Co	22.21
174349	Prudential Overall Supply Co	22.21
174174	Ann French	19.88
174205	Brenda Perdue	19.88
174102	Provantage Corp	18.50
174002	Crown Ace Hardware	18.29
174364	Janice Yokota	17.76
174264	Crown Ace Hardware	17.20
174068	Tri-anim Health Services	16.75
174183	Home Depot	16.68
173982	AT & T	15.93
174342	Pitney Bowes Presort Services Inc	14.12
174188	Andrew Jones	12.00
174249	AT & T	11.43
174142	AT & T	11.41
174308	Brodart Co	11.33
174097	Ganahl Lumber Co	9.96
174177	Grainger	9.87
174173	Follett Higher Education Group Inc #1181	5.99
174427	Hub Auto Supply	4.74
173986	AT & T	1.22
	Total	3,958,945.75

17. Check List for General Obligation Bond Fund

Subject **17.01 DIS - General Obligation Bond Fund**
Meeting **Nov 20, 2012 - Regular Meeting**
Category **17. Check List for General Obligation Bond Fund**
Access **Public**
Type **Consent**

File Attachments

[Bondchecks111312.pdf \(9 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
174232	Amer Seating Co OCC Upgrade Large Lecture Halls	52,197.41	420218
174298	Bear Communications Inc OCC Upgrade Telecommunications	27,236.46	420203
174368	ePlus Technology inc	12,629.99	420202
174078	Dunkel Bros Machinery Moving Inc	9,950.00	420292
174470	Dennis Patrick Contracting	7,552.50	420280
174366	Digital Networks Group Inc	7,009.39	420204
174365	Associated Soils Engineering Inc	6,680.00	420223
174367	ePlus Technology inc	1,207.84	420203
174077	Dell Higher Education	827.46	420204
174369	ModSpace	754.26	420399
	Total	126,045.31	

18. Authorization for Special Payments

Subject	18.01 OCC - Special Payments
Meeting	Nov 20, 2012 - Regular Meeting
Category	18. Authorization for Special Payments
Access	Public
Type	Consent

It is recommended that authorization be given for the following special payments:

Payment of \$15500 to the American Dietetic Association, Chicago, IL for the Nutrition Care/ Dietetic Technician Program at Orange Coast College for the fiscal year 2013-2014. This is required for accreditation.

Payment of \$190 for the 2012-2013 annual Institutional fee for California Department of Public Health - Radiologic Health Branch, Sacramento CA. This is required for the accreditation of the Radiologic Technology program.



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.

19. Approval of Agreements

Subject 19.01 OCC - Approve Non-Standard Agreement between The Regents of the University of California Puente Project and the Coast Community College District to Provide for Educationally Disadvantaged Students at Orange Coast College

Meeting Nov 20, 2012 - Regular Meeting

Category 19. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between The Regents of the University of California Puente Project and the Coast Community College District to Provide for Educationally Disadvantaged Students at Orange Coast College

Background: The Regents administer Puente, which has established guidelines for Puente community college programs, provides training for recipient personnel who are implementing these programs, and requires recipients to meet certain reporting requirements.

Goal/Purpose: To increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations.

Comments: This is being submitted after the contract start date because two additional original copies have not been received from the University of California Regents.

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 The Regents of the University of California and the Coast Community College District for the purpose of increasing the number of educationally disadvantaged students who enroll in four year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. (See Attachment # 4)

Fiscal Impact: Orange Coast College to receive revenue in the amount of \$1,500 from The Regents of the University of California to provide mentor support for the Puente Program

File Attachments

[puente contract.pdf \(348 KB\)](#)

Subject **19.02 CCC - Approve Memorandum of Understanding between Commanding Officer, Center for Personal and Professional Development, Department of the Navy and the Coast Community College District to Provide Educational Services to Sailors in Support of the Navy College Program Distance Learning Partnership (NCPDLP) Program**

Meeting Nov 20, 2012 - Regular Meeting

Category 19. Approval of Agreements

Access Public

Type Discussion

Approve Memorandum of Understanding between Commanding Officer, Center for Personal and Professional Development, Department of the Navy and the Coast Community College District to Provide Educational Services to Sailors in Support of the Navy College Program Distance Learning Partnership (NCPDLP) Program

1. Background: Since August 2000, Coastline's Military Contract Education Department has provided educational services to sailors under the Navy College Program Distance Learning Partnership (NCPDLP) Program. The intent of the NCPDLP is to provide educational opportunities for a global and mobile force made up of sailors who are stationed worldwide, serving in a wide variety of circumstances requiring both flexibility and variety in distance learning platforms and dynamic student services. Under this program, Coastline offers online 8-week courses and programs related to a Sailors Occupational Specialty (Navy Rate). The purpose of this MOU is to establish how Coastline will continue to administer and provide these services under the NCPDLP program. The MOU will expire 5 years from the execution date.

This Memorandum of Understanding has been reviewed by the College President and District General Counsel. General Counsel has expressed a concern with Section 8, Disputes, which states that the method of dispute resolution will be through the Navy instead of a standard arbitration process. General Counsel's interpretation of this provision is that the final "administrative determination" is made by Navy, but the District is not waiving any legal remedies. Previous attempts to secure language changes to this provision have been unsuccessful.

2. Goal/Purpose: Continue our partnership with the United States Navy; provide a service to sailors worldwide; 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 Memorandum of Understanding between Commanding Officer, Center for Personal and Professional Development, Department of the Navy and the Coast Community College District to provide educational services to sailors in support of the Navy College Program Distance Learning Partnership (NCPDLP) Program. The Board President, or designee, is authorized to sign the Memorandum of Understanding and any related documents, indicating approval by the Board of Trustees. (See Attachment # 5)

5. Fiscal Review and Impact: Income projection of \$4,563,000 annually based on a contract education rate of \$169 per credit hour with estimated enrollments of 9,000 annually.

File Attachments

[NCPDLP MOU 2012.pdf \(1,302 KB\)](#)

Subject **19.03 CCC – Approve Master Agreement between Times Media Co., Ltd. and the Coast Community College District to Provide the Education Bound United States (EBUS) Program to Include English Language Assessment, Counseling, and Instruction**

Meeting Nov 20, 2012 - Regular Meeting

Category 19. Approval of Agreements

Access Public

Type Discussion

Approve Master Agreement between Times Media Co., Ltd. and the Coast Community College District to Provide the Education Bound United States (EBUS) Program to Include English Language Assessment, Counseling, and Instruction

Background: Coastline Community College has established an international higher education program, known as Education Bound United States (EBUS) providing English language assessment, English as a Foreign Language Instruction, Counseling and College Courses to students while in their native country through contract education agreements. The International Contract Education Marketing, Student Recruitment and Educational Services Agreement outlines the roles and obligations of Coastline and Times Media Co., Ltd. (Educational Partner) for the marketing, outreach and delivery of the EBUS program to qualified international Korean students enrolled at the college level. CCCD shall receive compensation for each educational service defined in the applicable Scope of Work, Program Services Proposal (PSP). Each Scope of Work will be presented for approval by the Board of Trustees. Each Scope of Work will describe the educational services offered, and compensation the District will receive from Educational Partner.

2. Goal/Purpose: Prepare students for successful transfer to US higher education; generate a pipeline of international students to the CCCD; 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 Times Media Co., Ltd. and the Coast Community College District (Coastline Community College) to provide the EBUS Program to qualified international Korean students. 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: Gross Income to District based on costs identified in PSP.

File Attachments

[TIMES MEDIA Master.pdf \(69 KB\)](#)

Subject **19.04 CCC – Approve Scope of Work No. 1 - Program Services Proposal under the Master Educational Services Agreement between Times Media Co., Ltd. and the Coast Community College District for Coastline Community College to Provide Education Bound United States (EBUS) Program Services, including English Language Assessment, Counseling, and Instruction to Korean International Students**

Meeting Nov 20, 2012 - Regular Meeting

Category 19. Approval of Agreements

Access Public

Type Discussion

Approve Scope of Work No. 1 - Program Services Proposal under the Master Educational Services Agreement between Times Media Co., Ltd. and the Coast Community College District for Coastline Community College to Provide Education Bound United States (EBUS) Program Services, including English Language Assessment, Counseling, and Instruction to Korean International Students

Background: Coastline Community College has established an international higher education program, known as Education Bound United States (EBUS) providing English language assessment, English as a Foreign Language Instruction, Counseling and College Courses to students while in their native country through contract education agreements. The Master International Contract Education Marketing, Student Recruitment and Educational Services Agreement outlines the roles and obligations of Coastline and Times Media Co., Ltd. (Educational Partner) for the marketing, outreach and delivery of the EBUS program to qualified international Korean students enrolled at the college level. This Scope of Work No. 1-Program Services Proposal (PSP) describes the educational services offered to Times Media, and incorporates the terms of the Master Agreement. The term of this Scope of Work shall be November 22, 2012 through June 30, 2013.

2. Goal/Purpose: Commence EBUS Program in Korea to prepare students for successful transfer to US higher education; generate a pipeline of international students to the CCCD; 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 Scope of Work No. 1 under the Master Educational Services Agreement between Times Media Co., Ltd. and the Coast Community College District (Coastline Community College) to provide the EBUS Program to qualified international Korean students. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #7)

5. Fiscal Review and Impact: Gross Income to District \$85,250.

File Attachments

[Times Media Scope of Work 11 14 12.pdf \(115 KB\)](#)

Subject **19.05 CCC - Authorization to Enter into a Lease Agreement between Esplanade Sullivan LLC and Esplanade Takeyama LLC and the Coast Community College District (Coastline Community College)**

Meeting Nov 20, 2012 - Regular Meeting

Category 19. Approval of Agreements

Access Public

Type Discussion

Authorization to Enter into a Lease Agreement between Esplanade Sullivan LLC and Esplanade Takeyama LLC and the Coast Community College District (Coastline Community College)

1. Background: Subject to the terms and conditions of this lease agreement, Esplanade Sullivan LLC and Esplanade Takeyama LLC will lease Suite G of the real property located at 33161 Camino Capistrano, San Juan Capistrano, California, being 1,958 square feet of rentable office space herein to be called Orange County One-Stop Center- San Juan Capistrano. The center will provide Workforce Investment Act (WIA) and Veterans services to Orange County One-Stop clients.

2. Goal/Purpose: To provide Workforce Investment Act clients and Veteran Services to recently separated veterans and their spouses. This will promote the effective transition of veterans to civilian life, including providing clients and veterans with training opportunities, support services and job search services.

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 Esplanade Sullivan LLC and Esplanade Takeyama LLC and the Coast Community College District to lease the real property located in San Juan Capistrano, California. The term of this Agreement is from November 21, 2012 through November 20, 2017. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 8)

5. Fiscal Review and Impact Monthly rent \$2,349.60.

File Attachments

[San Juan Capistrano Lease Agreement 112012.pdf \(692 KB\)](#)

Subject **20.01 DIS - Approve Change Order No. 3; Coastline Community College Newport Beach Learning Center, Increment 2; Bid No. 1992**

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

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.

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

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

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. 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.

Final Contract Closeout:	
Credit back Unused allowance	<\$15,740>

Southcoast Acoustical Interiors, Inc. Category N – Acoustical Ceiling

CCCD Agenda 11/20/12

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

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

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

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 Tile

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)

Link – Nelsen Corp Category U – Fire Protection

Final Contract Closeout:

Outstanding Contractor costs less unused allowance <\$5,733>

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

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

Fiscal Impact: <\$80,216> (Measure C Bond Funds & Capital Outlay)
Master Plan Approved Project
CCC Newport Beach Learning Center

Subject **20.02 DIS - Approve Standard Professional Services Agreement with UCMI, Inc. for Inspection Services; Orange Coast College Art Center, Photo Lab Modernization Project**

Meeting Nov 20, 2012 - Regular Meeting

Category 20. Buildings and Grounds Approvals

Access Public

Type Discussion

Approve Standard Professional Services Agreement with UCMI, Inc. for Inspection Services; Orange Coast College Art Center, Photo Lab Modernization Project

1. Background

In accordance with Title 24 §4333-§4342, school construction projects require a Division of State Architects (DSA) approved project inspector to perform project oversight including the following:

Inspection of all portions of the construction for compliance with the DSA approved construct documents. Identification, documentation, and reporting of deviations in the construction from the approved construction documents.

Submittal of verified observation reports to DSA for duration of the project.

2. Goal/Purpose

Ensure compliance with Title 24 construction regulations and the Division of State Architect approved construction documents.

3. Comments

None

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 UCMI, Inc. for Inspection Services for the Orange Coast College Photo Lab Modernization Project pursuant to the District's Standard Professional Services Agreement. (See Attachment # 10). It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement.

Fee for Inspection Services: \$20,000

Fiscal Impact: \$20,000 (Measure C - General Obligation Bond Funds)
Master Plan Approved Project
OCC – Upgrade Campus Classrooms
OCC Upgrade Photo Lab

File Attachments

[OCC PhotolabUCMIAgreement.pdf \(749 KB\)](#)

Subject **20.03 DIS - Approve Standard Professional Services Agreement with Converse Consultants for Geoseismic/Geotechnical Study and Reporting; Orange Coast College Planetarium Project**

Meeting Nov 20, 2012 - Regular Meeting

Category 20. Buildings and Grounds Approvals

Access Public

Type Discussion

Approve Standard Professional Services Agreement with Converse Consultants for Geoseismic/Geotechnical Study and Reporting; Orange Coast College Planetarium Project

1. Background

To provide geoseismic/geotechnical study report for construction of the new OCC Planetarium. The purpose of this study is to provide a report for design and Division of State Architects (DSA) in accordance with Title 24 §4336, the current edition of California Building Codes for school construction projects. To include Earthquake Design, Foundation and Retaining Wall, Excavation and Grading reports as required to ensure the structural integrity of construction.

2. Goal/Purpose

Ensure compliance with Title 24 school facility construction requirements, verification of the structural safety of the Orange Coast College Planetarium project.

3. Comments

This work is required as part of the continued design development of this project. 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 Converse Consultants for Geoseismic/Geotechnical Study and Reporting Services for the Orange Coast College Planetarium Project pursuant to the District's Standard Professional Services Agreement. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement. (See Attachment #11)

Fees for Geoseismic/Geotechnical Study and Testing as follows:

Task I: Project Set-up and Literature Review:	\$ 400
Task II: Filed Exploration (6 borings):	\$ 5,000
Percolation Testing (1 boring):	\$ 2,000
Task III: Geotechnical Laboratory Testing:	\$ 2,500
Task IV: Geotechnical Engineering Analysis	
And Report Preparation:	<u>\$ 2,800</u>
Total:	\$12,750
Addition Field Exploration Fee:	\$ 3,500

Reporting: \$ 2,000

Reimbursable Fee: \$ 500

Fiscal Impact: \$18,750 (Measure C - General Obligation Bond Funds)
Master Plan Approved Project
OCC Science Facilities Planetarium

File Attachments

[OCC Planetarium Converse Agmt.pdf \(846 KB\)](#)

Subject 20.04 DIS - Approve Non-Standard Agreement with Hall & Foreman Inc. for Topographical Survey Services; Orange Coast College Planetarium Project

Meeting Nov 20, 2012 - Regular Meeting

Category 20. Buildings and Grounds Approvals

Access Public

Type Discussion

Approve Non-Standard Agreement with Hall & Foreman Inc. for Topographical Survey Services; Orange Coast College Planetarium Project

1. Background

As is typical for construction projects, the development of construction documents for this project requires the preparation of a topographical survey. The scope of work under this agreement includes:

- a. Perform general topography including grade spot elevations and contours
- b. Identify trees, fences, gates, fire hydrants, irrigation controls, lighting poles, and signage.
- c. Locate and document utility infrastructure. Identify utility name and top elevations of all utility vaults, covers and grates and invert elevations of sewer and storm drain cleanouts and catch basins.
- d. Identify building foot print as well as roof overhang and label accordingly.
- e. Identify building finish floor elevation and top of paving elevation at all exterior door thresholds.

2. Goal/Purpose

This work is required as part of the continued design development of this project.

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 District General Counsel, 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 Hall & Foreman, Inc. for the Orange Coast College Planetarium Project pursuant to the District's Standard Professional Services Agreement. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the agreement. (See Attachment # 12)

Fee for Services as follows:

Design Survey and Documents Fee Part I:	\$18,400
Potholing; Underground locating Survey Fee Part II:	<u>\$12,300</u>
Total Proposed Fee:	\$30,700

Reimbursable Fee:

\$ 700

Fiscal Impact: \$31,400

(Measure C - General Obligation Bond Funds)
Master Plan Approved Project
OCC Science Facilities Planetarium

21. General Items of Business

Subject	21.01 DIS - Approval of Contractors for FY 2012-2013 Pursuant to District's Standard Annual Agreement for Contractor Services
Meeting	Nov 20, 2012 - Regular Meeting
Category	21. 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.

Imperial Sprinkler Supply
1485 N. Manassero St.
Anaheim CA 82807

Precision Refrigeration Services
19051 Golden West #106-254
Huntington Beach CA 92648

Airdraulics Inc.
13261 Saticoy St.
North Hollywood CA 91605

Rancho Viejo Glass
20381 Lake Forest Drive B-9
Lake Forest CA 92630

Pacific Lift and Equipment
61 West Mountain St.
Pasadena CA 91103

Subject	21.02 DIS - Review of Institutional Self-Evaluation for Re-Affirmation of Accreditation: Orange Coast College, Golden West College and Coastline Community College
Meeting	Nov 20, 2012 - Regular Meeting
Category	21. General Items of Business
Access	Public
Type	Discussion

Review of Institutional Self-Evaluation 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 review by the Board of Trustees before submission to ACCJC. It is recommended by the Chancellor that the Board President sign the Certification Page, documenting that the Board has been fully apprised of the contents.

The Self Evaluation Studies can be viewed on the District website at the following link: http://www.cccd.edu/about/accreditation_reports.aspx

Subject **21.03 OCC - Approval of 2012-2013 Articulation and Transfer Center Plan**
Meeting Nov 20, 2012 - Regular Meeting
Category 21. General Items of Business
Access Public
Type Discussion

It is recommended that the 2012-2013 Articulation and Transfer Center Plan be approved which includes the Articulation and Transfer Center Activities and Services provided as required by the California Code of Regulations to meet Title 5 Section 51027 standards. (See Attachment # 13)

File Attachments

[11-7-12 board goals 2012_2013.docx \(23 KB\)](#)

Subject **21.04 CCC - Authorization for Coast Community College District (Coastline Community College) to Donate Computers to the League of United Latin American Citizens (Orange County LULAC Foundation), a Non-Profit Organization**

Meeting Nov 20, 2012 - Regular Meeting

Category 21. General Items of Business

Access Public

Type Discussion

Authorization for Coast Community College District (Coastline Community College) to Donate Computers to the League of United Latin American Citizens (Orange County LULAC Foundation), a Non-Profit Organization

1. Background: The Coast Community College District (Coastline Community College) requests to donate forty (40) computers to the League of United Latin American Citizens (Orange County LULAC Foundation), a Non-Profit Organization.

Education Code 81450.5 provides that a community college district may donate any personal property belonging to the District if the District determines that the property is no longer required for school purposes provided that the property is donated to a school district, a community college district, or a public entity.

Education Code 81542 (c) further states if the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump on order of any employee of the district empowered for that purpose by the board.

Based on these two codes, Coast Community College District (Coastline Community College) requests that donation of these computers be approved.

2. Goal/Purpose: The specific purpose of the Orange County LULAC Foundation is to provide community services to the Latino/Hispanic population in order to create a fuller and richer civilization. Additional purposes are to advance the economical conditions, educational attainment, health and civil rights of the Hispanic population of California and the United States. With the donation of 40 computers, it will establish the Orange County LULAC's Technological Center located in Garden Grove, CA, and will provide educational usage of computer technology to the Latino/Hispanic population.

3. Comments (if any): The Orange County League of United Latin American Citizens Foundation is a 501-C3 non-profit organization established in the county of Orange County, California. The Foundation was created in October of 1997, These computers have gone through the Coast Community College surplus process and are approved for disposition.

4. Recommendation Statement: After review by the College President and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board approve the donation of computer equipment to Orange County LULAC Foundation for the purpose of educational usage of computer technology to the Latino/Hispanic population.

5. Fiscal Review and Impact: None

22. Resolutions

Subject	22.01 DIS - Adoption of Resolution #12-37 Authorizing Payment to Trustee Absent from Board Meeting
Meeting	Nov 20, 2012 - Regular Meeting
Category	22. Resolutions
Access	Public
Type	Discussion

Adoption of Resolution #12-37 Authorizing Payment to Trustee Absent from Board Meeting

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

Student Trustee Cody Joe Torre was absent from the Regular Meeting of November 7, 2012. A resolution has been prepared for your Board to consider, indicating that Student Trustee Torre's absence was due to hardship deemed acceptable by the Board. (See Attachment #14)

File Attachments

[Resolution 12-37 Torre Absent from Nov 7, 2012 BM.pdf \(271 KB\)](#)

23. Approval of Minutes

Subject	23.01 DIS - Approval of Minutes
Meeting	Nov 20, 2012 - Regular Meeting
Category	23. 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 November 7, 2012

24. Policy Implementation/Administrative Procedure Ratification

Subject 24.01 DIS - Approval of Revisions to Board Policy 6150 Designation of Authorized Signatures

Meeting Nov 20, 2012 - Regular Meeting

Category 24. Policy Implementation/Administrative Procedure Ratification

Access Public

Type Discussion

The Board of Trustees reviewed revisions to Board Policy 6150, Designation of Authorized Signatures, at the November 7, 2012 Regular Meeting. It is recommended by the Board Clerk that the proposed policy be adopted as revised. (See Attachment # 15)

File Attachments

[BP 6150 \(040-9-1\) DESIGNATION OF AUTHORIZED SIGNATURES.pdf \(6 KB\)](#)

25. Close of Meeting

Subject	25.01 - 25.01 Close of Meeting
Meeting	Nov 20, 2012 - Regular Meeting
Category	25. Close of Meeting
Access	Public
Type	Action

25.01 Adjournment



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

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
1	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.	To Personnel Committee November 26, 2012	P
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.	November 20, 2012	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 20, 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 20, 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

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress 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 20, 2012	P
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, November 7, 2012

MINUTES*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on November 7, 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 6:00 p.m.

1.02 Roll Call

Trustees Present: Moreno, Hornbuckle, Patterson, Prinsky and Grant
Trustees Absent: Student Trustee Torre was excused

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 6:02 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

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

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
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

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. Two Cases:

Construction Delays at Golden West College

Dispute with Puente Hills Habitation Authority

f. Conference with Legal Counsel: Anticipated Litigation

Potential exposure to 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

The meeting was reconvened by Board President Moreno at 6:46 p.m.

1.06 Pledge of Allegiance - Trustee Jim Moreno

Trustee Moreno 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 1.04b. Public Employment, on a motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board voted unanimously to approve all personnel items with the exception of the Educational Administrator Re-appointments. (See Appendix pages 23-37)

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes: None
Absent: Student Trustee Torre
Abstain: None

For Item 1.04 d. Conference with Legal Counsel: Existing Litigation, Coast Federation of Classified Employees vs. Coast Community College District Public Employment Relations Board, Case No. LA-CE-5682-E, on the motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board voted unanimously to respond to the complaint.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes: None
Absent: Student Trustee Torre
Abstain: None

Lastly, for Item 1.04 d. Conference with Legal Counsel: Existing Litigation, Coast Federation of Educators vs. Coast Community College District Public Employment Relations Board, Case No. LA-CE-5714-E, on a motion by Trustee Patterson, seconded by Trustee Prinsky, the Board voted 4-1 to approve the Settlement Agreement.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson and Prinsky
Noes: None
Absent: Student Trustee Torre
Abstain: Trustee Grant

1.08 Public Comment (Open Session)

At this time, Martha Parham and Evelyn Hart addressed the Board regarding Measure M, and Jamie Blair addressed the Board regarding Basic Skills.

1.09 Presentations and Ceremonial Resolutions

1.09.01 Acceptance of Retirements

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

Classified:

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

On a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted to accept this retirement.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

1.09.02 Ceremonial Resolution Honoring Dr. Dan Johnson

On a motion by Trustee Hornbuckle, seconded to Trustee Prinsky, the Board voted to present Dr. Dan Johnson of Coastline Community College with a ceremonial resolution honoring him for his nomination for Orange County Teacher of the Year 2013.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

2.00 Informative Reports

2.01 Report from the Chancellor

Dr. Andrew Jones, Chancellor, provided a report to the Board.

2.02 Reports from the Presidents

The following College Presidents 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 representatives provided reports to the Board on behalf of the student government organizations:

Mr. Kolby Keo, Orange Coast College
Mr. Dale Lendrum, Golden West 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
Dr. Vesna Marcina, 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)
Mr. Thomas Selzer, Coast District Management Association (CDMA)

Mr. Mancina introduced Golden West College Faculty Member Jaima Bennett for the Faculty Spotlight.

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.

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 November 7, 2012 Agenda. Board President Moreno announced that a Special Meeting of the Board of Trustees had been scheduled for December 5, 2012 at 11:00 a.m. to review the External Auditor's Report. It was also noted that the Accreditation visit will take place the week of March 18-21, 2013, and that Student Lobby Day should be rescheduled. Board President Moreno requested the Board Secretary notify participants of this change.

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 accepted a due date of November 20, 2012 for Items #2, #3, #6 and #10. Item #1 will be presented at the next Personnel Committee Meeting.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

3.04 Buildings and Grounds Reports

The Board reviewed the Buildings and Grounds Reports as presented in the November 7, 2012 Agenda.

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

On a motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board voted to move this item to the action pages of the November 20, 2012 agenda.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

3.06 Opportunity for the Board of Trustees to Review Agenda for the November 26, 2012 Board Retreat

On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to approve the agenda items for the Board Retreat of November 26, 2012.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

CONSENT CALENDAR (Items 4-21)

At the request of Trustee Hornbuckle, Item 12.01 Approval of the Standard Short Independent Contractor Agreement between VB Consulting and the Coast Community

College District was pulled for comment. On a motion by Trustee Patterson, seconded by Trustee Grant, the Board voted to approve the remainder of the Consent Calendar.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes: None
Absent: Student Trustee Torre
Abstain: None

Dr. Serban provided an overview of the DegreeWorks program, explaining what scribing entailed, and Trustees commented on the importance of this program. On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to 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.

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).

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes: None
Absent: Student Trustee Torre
Abstain: None

DISCUSSION CALENDAR

The Board Secretary indicated that Staff had requested two items be pulled from the agenda: **Item 23.03 Approval of Change Order No. 3; Coastline Community College Newport Beach Learning Center, Increment 2; Bid No. 1992, and Item 24.04 Approval of Institutional Self-Evaluations for Re-Affirmation of Accreditation: Orange Coast College, Golden West College and Coastline Community College**

22.00 Approval of Agreements

22.01 DIS - Approve Agreement between ThreeForks and the Coast Community College District for PowerFAIDS Professional Services Agreement

On a motion by Trustee Hornbuckle, seconded by Dr. Prinsky, the Board voted to approve the Professional Services Agreement between ThreeForks 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.

Fiscal Review and Impact: \$8,500 from general funds

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes: None
Absent: Student Trustee Torre
Abstain: None

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

On a motion by Trustee Hornbuckle, seconded by Trustee Moreno, the Board voted to 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.

Fiscal Review and Impact: \$32,370.00 (total for 3 year term, to be paid annually) (General Funds)

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes: None
Absent: Student Trustee Torre
Abstain: None

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

Vice Chancellor Serban provided clarification to the Board regarding the Statement of Work, indicating that the budget augmentation would come out of General Fund Reserves. On a motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board voted to approve the Statement of Work between Strata Information Group and Coast Community College District. This Statement of Work is governed 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.

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).

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Torre
Noes: None
Absent: Student Trustee Torre
Abstain: None

22.04 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

After discussion by the Board regarding the four leased vehicles and obtaining clarification on where these vehicles are being used, on a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve the Master Equity Lease Agreement, the Amendment to the Master Equity Lease Agreement, the Maintenance Agreement and the Amendment to the Maintenance Agreement, the Acknowledgement of the Termination Letter to the old Master Lease Agreement, and the additional maintenance costs for the following vehicles.

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

Fiscal Impact: \$10,000 (General Funds)

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes: None
Absent: Student Trustee Torre
Abstain: None

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

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve the Agreement between Trace3, Inc. and the Coast Community College District for professional services.

Fiscal Review and Impact: \$12,000 from general funds and paid as work is completed and invoiced.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes: None
Absent: Student Trustee Torre
Abstain: None

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

On a motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board voted to approve 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.

Fiscal Impact: Zero impact to the college.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes: None
Absent: Student Trustee Torre
Abstain: None

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

On a motion by Trustee Hornbuckle, seconded by Trustee Moreno, the Board voted to approve 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.

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.

Motion carried with the following vote:

Ayes: Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes: None
Absent: Student Trustee Torre
Abstain: None

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) (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

On a motion by Trustee Moreno, seconded by Trustee Patterson, the Board voted to 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.

Fiscal Review and Impact: \$33,696 for the period October 1, 2012 – September 30, 2013 to be paid from Contract Education ancillary funds.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

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

On a motion by Trustee Moreno, seconded by Trustee Prinsky, the Board voted to 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.

Fiscal Review and Impact: No fiscal impact. The training is provided free of charge to the students.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

22.10 CCC - 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

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to 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.

Fiscal Review and Impact: Expense amount \$1,900 to be paid from General funds.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

22.11 CCC - Approve Agreement between GradImages and the Coast Community College District for Professional Photography for the May 18, 2013 Graduation Ceremony

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 professional photography for Coastline Community College's 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.

Fiscal Review and Impact: None.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

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

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to 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.

Fiscal Review and Impact: Gross income of \$13,000 per course based on 25 enrollments for each course offered.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

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

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to 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.

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.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

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

On a motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board voted to approve 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.

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:	Student Trustee Torre
Abstain:	None

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

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to 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.

Fiscal Impact: \$15,000 to be paid from Trust funds.

Motion carried with the following vote:

Ayes: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes: None
Absent: Student Trustee Torre
Abstain: None

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

On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to 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.

Fiscal Impact: Increased revenue of \$25,000 to be paid to HWI Golden West College.

Motion carried with the following vote:

Ayes: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes: None
Absent: Student Trustee Torre
Abstain: None

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

On a motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board voted 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.

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)

Motion carried with the following vote:

Ayes: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes: None
Absent: Student Trustee Torre
Abstain: None

23.02 Authorization to File Notice of Completion and Release Retention Funds

On a motion by Trustee Patterson, seconded by Trustee Hornbuckle, authorization was 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

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

23.03 DIS - Approve Change Order No 3; Coastline Community College Newport Beach Learning Center, Increment 2; Bid No. 1992 was pulled and will be returned to the next Board agenda.

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

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve 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. 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

Motion carried with the following vote:

Ayes: Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
 Noes: None
 Absent: Student Trustee Torre
 Abstain: None

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

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve Change Order No. 1; Coastline College Newport Beach Learning Center FF & E Bid No. 2005 as described in the Change Order document. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents.

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

Final Contract Closeout <\$33,787>
 Credit back unused allowance
Contract Amount: \$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 Outlay)
 Master Plan Approved Project
 CCC Newport Beach Learning Center

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

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

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve 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
----------------------------	--------------------

Fiscal Impact \$57,225 (Measure C- General Obligation Bond Fund)
(Capital Outlay Funds)
Master Plan Approved Project

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

24.00 General Items of Business

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

On a motion by Trustee Grant, seconded by Trustee Prinsky, the Board voted to nominate 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.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Prinsky and Grant
Noes: None
Absent: Student Trustee Torre
Abstain: Trustee Patterson

24.02 DIS - Approval of Materials Fees

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve material fee revisions, deletions, and/or new fees be approved for inclusion in the curriculum. A copy of the material fee request forms is on file in the Board Office.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes: None
Absent: Student Trustee Torre
Abstain: None

24.03 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.

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

VMI Inc.
211 E. Weddell Dr.
Sunnyvale CA 94089

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes: None
Absent: Student Trustee Torre
Abstain: None

- 24.04 DIS - Approval of Institutional Self-Evaluations for Re-Affirmation of Accreditation: Orange Coast College, Golden West College and Coastline Community College** was pulled from the agenda.

24.05 DIS - Authorization of a 2013 Voluntary Separation Program

On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to adopt the 2013 Voluntary Separation Program as specified in the documents 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 at the February 6, 2013 Board Meeting.

Fiscal Review & Impact: Fiscal impact will be driven by program participation.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

24.06 CCC - Authorization to Approve Coastline Community College's Transfer Center and Articulation Plans for 2012-2013

On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to approve the 2012 – 2013 Transfer Center and Articulation Plans. 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.

Fiscal Impact: None

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

25.00 Approval of Minutes

25.01 Approval of Minutes

On a motion by Trustee Patterson, seconded by Trustee Prinsky, the Board voted to approve the Minutes of the Regular Meeting of October 3, 2012 and Regular Meeting/Study Session of October 17, 2012 as revised.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

26.00 Close of Meeting

26.01 Adjournment

There being no further business, on a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted to adjourn the meeting at 8:38 p.m. in memory of Jennifer Flora, aunt of Student Trustee Torre, who passed away at the age of 42.

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

A. Public Employment.....	23-37
---------------------------	-------

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

STUDENT LEARNING OUTCOME COORDINATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Terry, Brenda	09/01/12	12/31/12	EXH	\$29.46

Justification: Department submitted the assignment late

MILITARY TRANSCRIPTS EVALUATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Miscione, Velvet	10/01/12	12/14/12	EXM	\$43.55

Justification: Previous counselor accepted another position

PART-TIME COUNSELING FOR MILITARY CONTRACT EDUC

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Montooth, Carisa	10/24/12*	12/31/12	UNT	\$69.66
Song, Edward	10/24/12*	12/31/12	UNT	\$57.44

*Justification: Previous counselor accepted another position

MILITARY CONTRACT EDUC SUPPORT SERVICES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Montooth, Carisa	10/24/12*	12/31/12	EXH	\$29.46
Song, Edward	10/24/12*	12/31/12	EXH	\$29.46

*Justification: Previous counselor accepted another position

HOLISTIC GRADING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Carpenter, Linda	01/01/13	06/30/13	EXH	\$29.46
Daniel, Marion	10/01/12*	12/30/12	EXH	\$29.46
Davis, Scott	01/01/13	06/30/13	EXM	\$43.55
Fry, Marilyn	01/01/13	06/30/13	EXH	\$29.46
Hall, Leva	01/01/13	06/30/13	EXH	\$29.46
Jereb, Claudia	01/01/13	06/30/13	EXH	\$29.46
Kabaji, Noha	01/01/13	06/30/13	EXH	\$29.46
Leighton, Kenneth	01/01/13	06/30/13	EXM	\$43.55
Morehouse, Karen	01/01/13	06/30/13	EXH	\$29.46
Mowrer, Melanie	01/01/13	06/30/13	EXH	\$29.46
Nichols, Kristen	01/01/13	06/30/13	EXH	\$29.46

Ozborn, Katherine	01/01/13	06/30/13	EXH	\$29.46
Palmer, Catherine	01/01/13	06/30/13	EXH	\$29.46
Pittaway, Daniel	01/01/13	06/30/13	EXM	\$43.55
Rogoff, Meri	01/01/13	06/30/13	EXH	\$29.46
Rosen, Eugene	01/01/13	06/30/13	EXH	\$29.46
Strauss-Thacker, E.	01/01/13	06/30/13	EXH	\$29.46
Tsutsumida Krampe, L.	01/01/13	06/30/13	EXM	\$43.55
Windsor, Adrian	01/01/13	06/30/13	EXH	\$29.46

*Justification: Assignment overlooked

BASIC SKILLS WORKSHOP (MATH, ENGLISH & STUDY SKILLS)

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Desmond, Deborah	01/01/13	6/30/13	EXM	\$43.55
Feldon, Fred	01/01/13	6/30/13	EXM	\$43.55
Lee, Lisa	01/01/13	6/30/13	EXM	\$43.55
Leighton, Kenneth	01/01/13	6/30/13	EXM	\$43.55
Lieu, Thanh Thuy	01/01/13	6/30/13	EXH	\$29.46
Montague, Judy	01/01/13	6/30/13	EXM	\$43.55
Nguyen, Ailene	01/01/13	6/30/13	EXM	\$43.55
Pittaway, Daniel	01/01/13	6/30/13	EXM	\$43.55
Ryan, Mutsuno	01/01/13	6/30/13	EXH	\$29.46
Tran, Chau	01/01/13	6/30/13	EXH	\$29.46
Tsutsumida-Krampe, L.	01/01/13	6/30/13	EXM	\$43.55
Walker, Lynn	01/01/13	6/30/13	EXH	\$29.46

PART-TIME COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Yeh, Lauren	10/01/12	12/30/12	UNT	\$69.66

Justification: Assignment overlooked in the personnel office

PART-TIME COUNSELING - EOPS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Mims, Brian	01/01/13	06/30/13	UNT	\$73.94
Nguyen, Steve	01/01/13	06/30/13	UNT	\$73.94
Zuniga, Desiree	01/01/13	06/30/13	UNT	\$61.88

COUNSELING MEETINGS, TRAININGS AND CONFERENCES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Mims, Brian	01/01/13	06/30/13	EXH	\$29.46
Nguyen, Steve	01/01/13	06/30/13	EXH	\$29.46
Zuniga, Desiree	01/01/13	06/30/13	EXH	\$29.46

CHINESE LANGUAGE TRANSLATION FOR CONTRACT EDUCATION - EBUS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Satow, Jingfang	01/01/13	06/30/13	EXH	\$29.46

HOMELAND SECURITY/USCIS GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Mozell, Harold	01/01/13	06/30/13	EXH	\$29.46
Walker, Lynn	01/01/13	06/30/13	EXH	\$29.46

HOMELAND SECURITY/USCIS GRANT – PROJECT MANAGER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kuntzman, Linda	01/01/12	06/30/13	EXM	\$43.55
Tsutsumida, Krampe, L.	01/01/12	06/30/13	EXM	\$43.55

COMPUTER SERVICE TECHNOLOGY PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chen, Eric	11/08/12	06/30/13	EXH	\$29.46

HIGH SCHOOL OUTREACH EVENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Yeh, Lauren	11/08/12	06/30/13	EXH	\$29.46

ACADEMIC SENATE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Sakovich, Lauren	10/15/12	12/31/12	ACS	\$29.46

Justification: Academic Senate added another instructor mid-semester

DISTRICTHIGH SCHOOL OUTREACH EVENT-FLORAL PATHWAY DAY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Call, Gail	11/08/12	12/31/12	EXM	\$43.55
Somoano, Miriam	11/08/12	12/31/12	EXH	\$29.46

HIGH SCHOOL OUTREACH EVENT – DIGITAL MEDIA ARTS PATHWAY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Baitoo, Hilda	11/08/12	11/30/12	EXH	\$29.46
Chapman, Cheryl	11/08/12	01/31/13	EXH	\$29.46
Hill, Kevin	11/08/12	11/30/12	EXH	\$29.46

HIGH SCHOOL OUTREACH EVENT – PROFESSIONAL MARINERS PATHWAY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Prioleau, Karen	11/08/12	12/31/12	EXM	\$43.55

HIGH SCHOOL OUTREACH EVENT – PHOTOGRAPHY PATHWAY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Gillissen, Blade	11/08/12	12/31/12	EXM	\$43.55
Goracke, Michelle	11/08/12	12/31/12	EXH	\$29.46

NEW CURRICULUM DEVELOPMENT – SB70 SUPPLEMENTAL GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chapman, Cheryl	11/08/12	12/31/12	EXH	\$29.46
Glumace, Sean	11/08/12	12/31/12	EXH	\$29.46
Wolzinger, Renah	11/08/12	12/31/12	EXH	\$29.46

GOLDEN WEST COLLEGE**ART GALLERY CURATOR**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ebert, Darrell	08/27/12	12/16/12	EXM	\$29.46

Justification: Assignment missed in processing

PRE-SEASON COACH

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Kopp, Kyle	08/15/12	08/24/12	EXM	\$43.55	Women's Water Polo
Lawler, William	08/15/12	08/24/12	EXM	\$43.55	Women's Volleyball
Taylor, Scott	08/15/12	08/24/12	EXM	\$43.55	Men's Water Polo

Justification: Assignment submitted late due to budgetary issues

MICROBIOLOGY LABS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Valinluck, Michael	10/10/12	12/16/12	EXH	\$2946

Justification: Coverage needed due to MLOA

INSTRUCUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Marchbank, Ernest	08/27/12	12/16/12	IUM	\$1514.00	Counseling

Justification: Election process for IUA recently concluded

ORANGE COAST COLLEGE**INSTRUCTIONAL UNIT ASSISTANT**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Behr, Laura	10/01/12	12/14/12	IUM	\$1514.00	Physical Education
Lazarus, Robert	08/27/12	12/16/12	IUM	\$1514.00	Film & Video

Justification: Late submission by department

INTERNSHIP ACADEMY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Amaral, Christina	12/01/12	12/14/12	EXM	\$72.00
Bloomfield, Lisa	12/01/12	12/14/12	EXM	\$72.00
Cervantes, Aurelinano	12/01/12	12/14/12	EXM	\$72.00
Cox, Steven	12/01/12	12/14/12	EXM	\$72.00
Ernsberger, Gabriela	12/01/12	12/14/12	EXM	\$72.00

Hall, William	12/01/12	12/14/12	EXM	\$72.00
Ibranossian, Agatha	12/01/12	12/14/12	EXM	\$72.00
Kubiak, Renee	12/01/12	12/14/12	EXM	\$72.00
Morgan, Arabian	12/01/12	12/14/12	EXM	\$72.00
Reed, Charlene	12/01/12	12/14/12	EXM	\$72.00
Sabori, Sibley	12/01/12	12/16/12	EXH	\$73.94
Simpson, Melissa	12/01/12	12/14/12	EXM	\$72.00
Skeie, Leon	12/01/12	12/14/12	EXM	\$72.00
Soto, Ricardo	12/01/12	12/14/12	EXM	\$72.00
Young, Richard	12/01/12	12/14/12	EXM	\$72.00
Zombek, Mark	12/01/12	12/14/12	EXM	\$72.00

MASTER STUDENT MUSIC SESSIONS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Murdy, David	11/08/12	12/15/12	EXH	\$29.46
Pettit, Adam	11/08/12	12/15/12	EXH	\$29.46

MUSIC DEPARTMENT CONCERTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Anderson, Dennis	11/08/12	11/30/12	EXH	\$29.46

OPERA MAGNIFICA WORKSHOP

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ali, Susan	02/01/13	02/23/13	EXH	\$29.46

MUSICAL THEATER WORKSHOP

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Hansen, Beth	11/08/12	11/30/12	EXH	\$29.46

ARTS PAVILION PREPARATION FOR FALL EXHIBITIONS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
-------------	-------------------	-----------------	-----------------	-----------------

Norris, Trevor 09/04/12 11/08/12 EXH \$29.46

Justification: Not included in original special assignment PAF

CO-WRITER FOR ACCREDITATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Zitter, Jeremy	11/08/12	12/16/12	EXM	\$43.55
Zitter, Jeremy	01/28/13	05/26/13	EXM	\$43.55

COACH STIPEND - BASEBALL

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Altobelli, John	04/01/13	04/30/13	EXM	\$43.55	Baseball
Behr, Laura	04/01/13	04/30/13	EXM	\$43.55	Women's Crew
Iacopetti, Anthony	04/01/13	04/30/13	EXM	\$43.55	Swimming
Knox, John	04/01/13	04/30/13	EXM	\$43.55	Track & Field
Maran, Janice	04/01/13	04/30/13	EXM	\$43.55	Women's Tennis
Ochoa, Marco	04/01/13	04/30/13	EXM	\$43.55	Track & Field

Smith, Carl	04/01/13	04/30/13	EXM	\$43.55	Track & Field
Smith, Kevin	04/01/13	04/30/13	EXM	\$43.55	Softball
Spencer, Steven	04/01/13	04/30/13	EXM	\$43.55	Basketball

PHOTO DEPARTMENT REPAIR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Gillisen, Blade	11/08/12	12/15/12	EXM	\$43.55

INTERNATIONAL STUDENT CENTER COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Schneiderman, Robert	11/08/12	12/14/12	OVR	\$72.00

UNIV CAL PERSONAL STATEMENTS READ/EDIT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Tovar, Anna	11/08/12	12/16/12	EXH	\$29.46
Weber, Daniel	11/08/12	12/16/12	EXH	\$29.46

FACULTY DANCE CONCERT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Hurtado, Arleen	10/15/12	10/31/12	EXH	\$29.46

Justification: Late addition due to another performer's injury

WEEKEND OPEN LAB AND STUDIO

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Fletcher, Jonathan	11/08/12	12/15/12	EXH	\$29.46

DANCE COSTUME ORGANIZATION AND INVENTORY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kahn, Kathy	11/22/12	11/29/12	EXH	\$29.46

OLD FASHIONED CHRISTMAS MELODRAMA

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Hansen, Beth	12/01/12	12/15/12	EXH	\$29.46

PART-TIME COUNSELING – CAREER TECHNICAL EDUCATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Montooth, Carisa	11/08/12	12/14/12	UNT	\$69.66

STUDENT OUTREACH EVENTS – CAREER TECHNICAL EDUCATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Montooth, Carisa	11/08/12	12/15/12	EXH	\$29.46

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:

CCC

<u>Name</u>	<u>LHE</u>
Lockwood, Fred	1.500
Marcus, Ted	0.250

Justification: Instructors load changed at census

GWC

<u>Name</u>	<u>LHE</u>
Hausey, Collette	1.250

Justification: Auditions held after the start of semester

2. Substitute Faculty**Full time Faculty Substitutes**

It is recommended that the following individuals perform substitute assignments, and subject to Board policies governing such appointments, to be compensated at the overload rate.

Coastline College

Henry, Deborah

Golden West College

Jaramillo, Eli
Lewis, Lindsay
Ternes, Linda

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

Ahlman, Mary
Armendariz, Patricia
Beaver, Dorothy
Dalbey, Elizabeth
Davis, Loretta
Do, Ahnvy
Don, Rachel
Gandall, Beverly
Giancarlo, Jennifer
Gustaveson, Valerie
Ho-Chen, Jennifer
Jones, Julie

Kepler, Marc
 Loester, Karen
 Magrann, Tracey
 Mann, Georgina
 Maynard, Linda
 McGeoch, Norma
 Mendoza, Jaime
 Mohr, Cheryl
 Mozell, Harold
 Nguyen, Ky
 Nguyen, Scott
 Pirino, Giorgia
 Pourreza, Atousa
 Sak, Kathleen
 Seyster, Barry
 Shibata, Sharon
 Sleep, Katherine
 Syed, Erum
 Walker, Lynn
 Yue, Amy

Golden West College

Follin, Stella
 Kim, Ellen
 Voisard, Norbert

Orange Coast College

Blasius, Mary

3. Full time Faculty

In accordance with Board policies and procedures, the following academic staff are recommended for appointment for service during the period shown below. Employment and payment for services will follow upon notification that all required documents have been completed and filed. Salary placement may be revised upon presentation of evidence of additional education and/or experience:

Reappointment for Temporary Faculty

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Contract Term</u>	<u>Plcmt</u>
Lane, Andrea	GWC	Temp Counselor	01/01/13 to 06/30/13	Q-V-05

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.

Golden West College

<u>Name</u>	<u>LHE</u>
Anderson, Matthew	0.420
Artemova, Alina	1.250
Beard, Michael	2.730
Boocock III, William	0.830
Corfield, Daniel	2.380
Hamick, Katie	3.000
Henderson, Heather	0.830
High, Kathleen	1.500
Keen, Phillip	0.420
McPherson, Deborah	9.000
Mendivil-Knapp, Christine	3.000
Michelotti, Andrea	4.000
Moreland, Eddie	7.479
Mucciario, Paula	4.000
Najm, Tariq	8.000
Osborne, Dwight	3.750
Rami, Kiran	3.000
Redfield, Michael	4.500
Revilla, Candace	7.000
Reyes, Lourdes	5.750
Rohlander, Nathan	5.330
Salerno, Mark	8.000
Sandowicz, Ryan	8.000
Scheys, Rene	4.000
Schmidt, Ursula	3.000
Sillings, Donald	3.000
Skidmore, Peju	4.000
Switzer, Barbara	8.670
Tran, Thi	3.500
Tsai, Mike	5.330
Tumbas, Nancy	5.500
Voisard, Norbert	5.500
Walker, Heather	4.500
Watkins, Margaret	3.000
Wegter, Rachel	6.000
Whitchurch, Chuck	4.000
Whitney, Marisa	4.000
Yingst, Sylvia	4.000
Zia, Ayesha	8.000

Orange Coast College

<u>Name</u>	<u>LHE</u>
Holliden, Michael	3.000
McMorrow, Pat	3.000
Nguyen, Huy	4.500
Rafferty, Jennifer	1.125
Raskin, Debra	3.938
Williams, Bethany	2.375

The following GWC Part-time Police Academy Instructor to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignment is for the 2012-13 school year for the period 11/08/12 to 06/30/13, not to exceed 498 hours:

Downing, Gordon
Farris, Jason
Hardeman, Trent
King, Jude

5. 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 rehires:

Reappointment to Interim Position

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Contract Term</u>	<u>Plcmt</u>
Patterson, Richard	DIS	Interim Adm Dir, Dist Inform Systems	01/01/13 to 06/30/13	G-32- 07

Temporary Assignment

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Contract Term</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Ngo, Vincent	OCC	Temp Student Fin Aid Asst Dir	11/08/12 to 06/30/13	G-15- 06	O-004-13

6. Classified Staff

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

New Hire

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Bravo, Julio	GWC	Groundskeeper 2	11/26/12	E-43-01	G-001-13

Promotions and Transfers

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Gomez, Angela	CCC	Mil/Contract Ed Prg Coord	11/08/12	E-54-02	C-005-13
Phan, Nikki	GWC	Secretary Senior	11/12/12	E-45-04	G-003-13
Ramirez, Nancy	CCC	Adm Asst to the Vice Pres	11/12/12	E-55-03	C-007-13

7. Reclassification and Reorganization/Reassignment

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

ReclassificationClassified

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Regnier, Virginia	OCC	Accounting Assistant III E-48	Student Fin Aid Assistant III E-48	04/14/11*

*Justification: Paperwork misplaced/title change only

8. 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):

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
DeLaRosa, Jennifer	CCC	Mil Cont Ed Prog Coordin	Special Assignment	11/01/12*	01/31/13	E-54-05
Harrison, Nathaniel	CCC	Coordin, Contract Ed Instruct Serv	Special Assignment	11/01/12*	01/31/13	G-18-04
Hayes, Laura	CCC	Mil Contr Ed Tech Intern	Special Assignment	11/01/12*	01/31/13	E-45-05
Hong, Neil	OCC	Instr Assoc-Comp Appl	Special Assignment	11/08/12	01/31/13	E-48-05
Nibeel, Anna	DIST	HR Tech	HR Specialist	10/01/12**	11/30/12	E-48-05
Ogaz, Rebecca	OCC	Campus HR Analyst	Special Assignment	09/25/12**	11/30/12	E-58-05

*Justification: Assignment necessary due to current management vacancy and pending reorg

**Justification: Co-worker out on unexpected leave

Extension of End Dates for Out of Class Assignments

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Plcmt</u>
Kiser, Linda	GWC	Secretary	Staff Assistant	Extend from 11/07/12 to 12/31/12	E-52-02
Perdue, Brenda	CCC	Staff Assistant, Sr	Special Assignment	Extend from 09/30/12 to 11/30/12*	E-54-05
Rusamiprasert, Laila	CCC	Staff Asst	Special Assignment	Extend from 09/14/12 to 12/15/12**	E-52-03
Swingle, Dejah	DIST	CTE Cmty Coll Grant Cood	Educ & Grant Service Coordinator	Extend from 11/30/12 to 02/28/13	E-65-04

*Justification: Department submitted the assignment late

**Justification: Replacing employee who continues to be out on medical leave

9. Short Term Hourly Staff

It is recommended that authorization be given for the following hourly personnel appointments in the performance of noncertificated duties which directly support administrative, classified, or

student services and special projects, or are fulfilling noncertificated substitute services for classified employees temporarily absent, no assignment to exceed 160 working days pursuant to provisions of AB500 and the Agreement between the Coast Community College District and the Coast Federation of Classified Employees. (Please note: Budget numbers 110+ are General Fund; 12+ are Categorical or Grant Funds and 8+ indicates Ancillary Funds.) EXTEND is noted when an already approved assignment has an extended end date.

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Barron-Sanchez, Cynthia	CCC	11/08/12	06/30/13	120010-850101	M,T,W,TH,F
De La Parra, Erika	CCC	11/08/12	06/30/13	818010-870311	M,T,W,TH,F
Egan, Mary*	CCC	10/30/12	06/30/13	124081-851261	M,T,W,TH,F
Fernandez, Karen	CCC	11/18/12	06/30/13	110001-849002	M,T,W,TH,F
Garcia, Sandi*	CCC	10/04/12	06/30/13	124077-851254	M,T,W,TH,F
Ha, Nick	CCC	11/08/12	06/30/13	120010-850101	M,T,W,TH,F
Isbell, Anna	CCC	11/08/12	06/30/13	120128-855022	M,T,W,TH,F
Le, Lao	CCC	11/18/12	06/30/13	120010-850101	M,T,W,TH,F
Linetsky, Justin*	CCC	10/23/12	06/30/13	124077-851254	M,T,W,TH,F
Nguyen, Ann	CCC	11/08/12	06/30/13	120010-850101	M,T,W,TH,F
Nguyen, Ngoc*	CCC	10/18/12	06/30/13	124077-851254	M,T,W,TH,F
Nguyen, Shara	CCC	11/08/12	06/30/13	120010-850101	M,T,W,TH,F
Norton, Stephen	CCC	11/08/12	06/30/13	110001-849002	M,T,W,TH,F
Olomua, Nanvale*	CCC	10/16/12	06/30/13	124077-851254	M,T,W,TH,F
Rahnamoun, Iraj*	CCC	10/30/12	06/30/13	124077-851254	M,T,W,TH,F
Rodgers, Martina**	OCC	10/01/12	06/30/13	812010-266851	M,T,W,TH,F
San Agustin, Jessica*	CCC	10/22/12	06/30/13	124077-851254	M,T,W,TH,F
Schielke, Angela*	CCC	11/05/12	06/30/13	124077-851254	M,T,W,TH,F
Tapia, Maribel*	CCC	10/16/12	06/30/13	124077-851254	M,T,W,TH,F
Wellengard, Sean**	OCC	09/01/12	06/30/13	812010-266851	M,T,W,TH,F
Yeh, Amy	CCC	11/08/12	06/30/13	120010-850101	M,T,W,TH,F

*Justification: WEX (Work Experience) Program for the One-Stop Center

**Justification: Late submission by department

Hourly/Temporary/Instructional/Research Assistant, to provide instructional support services to faculty and instructional divisions by assisting with pre-class preparations, maintaining various school records, scoring tests, tutoring, and coordinating instructional materials or equipment in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Giglio, Catalina	OCC	11/08/12	06/30/13	812001-201592	M,T,W,TH,F
	OCC	11/08/12	06/30/13	11001-201591	M,T,W,TH,F
	OCC	11/08/12	06/30/13	124028-256041	M,T,W,TH,F
Hao, Lee	OCC	11/08/12	06/30/13	110001-234000	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Nguyen, Julie	OCC	11/08/12	06/30/13	812001-261055	M,T,W,TH,F

Hourly/Temporary/Service/Maintenance, to perform a variety of semi-skilled maintenance, janitorial and repair work on campus buildings, equipment and facilities in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Mendoza, Jonathan	GWC	11/08/12	06/30/13	813015-381401	M,T,W,TH,F
Nguyen, Tiger	OCC	11/08/12	06/30/13	127005-258900	M,T,W,TH,F
Pham, Tai	OCC	11/10/12	06/30/13	812020-205404	M,T,W,TH,F
Quinonez Tapia, Edgar	GWC	11/08/12	06/30/13	813015-381401	M,T,W,TH,F
	GWC	11/08/12	06/30/13	127006-385102	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Lee, Adam*	OCC	09/01/12	06/30/13	812025-286305	M,T,W,TH,F
Sairsingh, Nalini	OCC	11/08/12	06/30/13	812025-211003	M,T,W,TH,F

Stanton, Victoria	OCC	11/08/12	06/30/13	812035-213004	M,T,W,TH,F
Wellengard, Sean	OCC	11/08/12	06/30/13	812035-213004	M,T,W,TH,F

*Justification: Late submission by department

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Nguyen, Thu	OCC	10/08/12	01/02/13	100001-249200	M,T,W,TH,F
Queja, Nalani	GWC	10/23/12	12/14/12	110001-311203	M,T,W,TH,F

10. Substitute Classified

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

Orange Coast College

Salvador, Vanessa

11. Clinical Advisors/Summer

None.

12. Medical Professional Hourly Personnel

None.

13. Student Workers

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

Coastline College

Cao, Tonnya
Davis, Isaiah
Le, Wynn
Nguyen, Diem
Stewart, Afi
Tran, Hoang

Golden West College

Diaz, Natalie
Edison, Michelle

Equihua, Jesus
Frost, Bryttnee
Gonzalez, Elisa
Hoang, Diem
Kaufinger, Heidi
Lozano, Eric
Mallari, Agueda
Morton, Jade
Morton, Taylor
Nguyen, Loan
Nguyen, Timothy
Nguyen, Vien
Pham, Anh
Vu, Ann
Zamora, Christian

Orange Coast College

Andres, Roger
Bui, Ivane
Cortes, Jesse
Dao, Duy
Dong, Kim
Ferreya, Jenifer
Fey, Jessica
Frausto, Reynalda
Godinez, Elvia
Golabgir Anbarani, Afarin
Huynh, Donna
Le, Thuyvan
Lee, Elena
Lieu, Tin
Martinez, Ericka
Meng, Malyneth
Nakama, Kaori
Nguy, David
Nguyen, Khang
Nguyen, Trong
Nguyen, Tyler
Perez Matus, Ivan
Tanielu, Brandon
Yurkovic, Thomas
Zavala, Kimberly



To: Coast Community College Board of Trustee Members

From: Andrew C. Jones, Chancellor

Date: November 20, 2012

Re.: Community Education Report and Recommendations (September 19, 2012)

The following represents the questions and responses from the Golden West College Academic Senate. I believe it is fair to say that similar questions were raised from the Orange Coast College Academic Senate. Typically, I would not have addressed such questions in this form, but rather used the questions as a baseline for dialogue. However, an exception is being made in this case to support the notion of transparency. My view is that this is not a productive venue.

GWC Questions

The report states, "In collaboration with local Adult Education schools and high schools, determine the need for ESL and Basic Skills courses as a result in cuts experienced by these organizations and begin offering such courses through Coast Colleges' Community Education." This statement is very broad and dubious. It leaves many questions unanswered:

1. Does it mean to replace current GWC and other Coast ESL and Basic Skills classes/programs with Community Education?
Chancellor's response: This is not the intent, but rather to respond to broader community needs.
2. Are we trying to shift ESL and Basic Skills classes away from GWC and other Coast Community Colleges or are we 'just' trying to take advantage of a vacuum that has been created with the cuts in local Adult Ed Programs to generate more business for our Community Ed Program?
Chancellor's response: Neither, we are trying to address a growing community and district problem that involves significantly underprepared citizens and potential increased demand for services at a time when we have limited resources and state mandates to prioritize our offerings to students.
3. How will it affect the lower course levels of the English Department based on the fact that historically ESL was started at GWC by the English Department because it (the English Department) didn't know what to do with the overwhelming number of underprepared students who were being placed into the lower levels of English?
Chancellor's response: Any decisions made about lower level courses of the English or any district academic department will be made on the basis of sound pedagogy and new or established policy.

4. What will the affect be on our Basic Skills courses and Basic Skills funding throughout the District?
Chancellor's response: No anticipated impact. Decisions about Community Education offerings will be made independently of Basic Skills courses and funding throughout the District.
5. All curriculum must be approved through our campus curriculum committees but Community Services classes do not. How would we verify the quality control needed?
Chancellor's response: We need clarification about how curriculum committees would make determination as to quality of non-credit classes and workshops. Colleges have a long history of offering Community Service classes that are not for credit or offered as contract education. What is the source of expertise regarding business and contract objectives?
6. What may be the long-term effects on students, students' success, and staffing resulting from starting down this road?
Chancellor's response: Colleges have a long history of Community Service (education) offerings. This proposal simply expands on a well-established community service.
7. What are the goals of this program?
Chancellor's response: This program has existed for many years and will maintain existing goals.
8. What data are we using to support the need of this program?
Chancellor's response: No new program, existing rationale is sufficient. The purpose is to be self-sustaining and need based.
9. What are the measureable outcomes?
Chancellor's response: To be determined on an offering-by-offering basis and where needed, standardized measures and performance outcomes.

There are many factors that need to be pointed out and addressed as we make these decisions:

- Quality Control
Chancellor's response: Generally established best practices and standards will be utilized where they exist. The requesting entity and Community Education staff will develop additional measures, as required. An advisory board function may also be utilized.
- How students are streamlined from Community Ed to the college and those quality control issues
Chancellor's response: Same criteria for all student candidates will be utilized. Each college's enrollment management mechanism will accommodate an appropriate enrollment process.
- Loss of FTES, and the fact that many of our students take classes in other areas
Chancellor's response: I am not understanding how this might result in loss FTES.

We are looking for a detailed description and more specifics regarding the CCCD Community Report and specifically the Program and Courses area. We look forward to seeing this information and having future discussions before these programs are implemented.

Chancellor's response: Finally, please be advised that the purpose of this funding is to:

- advance educational improvements,
- address documented course, skill and program needs (within a self-sustaining and/or income-generating context).

Golden West College Writing Center Report #2 Fall 2012

Wes Bryan, President

The purpose of this report is to update the Board of Trustees on the status of planning related to the GWC Writing Center. The previous report provided to the Board on September 5, 2012 described the background of the situation, the planning challenges facing the College, the annual projected cost of the program, and the short term solution utilized in the Fall 2012.

The College, administration, English department faculty, and the Academic Senate President have held several meetings to discuss this report and ideas for short term and long term solutions. All parties were concerned about the difficulty of creating a plan absent clarity about our future fiscal picture, pending the outcome of several fiscal items on the November ballot. It seemed most prudent to plan for another temporary, one-semester solution for Spring 2013.

The English Department has forwarded the following proposal, and the College administration is in the process of identifying next steps for funding and implementation.

1. Consolidating the two instructor-of-record model into one instructor-of-record next semester.
2. Selecting an instructor-of-record position for the Spring 2013 semester.
3. Abe Tarango, English Department Chair, will begin working with this instructor during the Fall 2012 semester by giving him a full budget report on the Center in order to prepare for any mandates that await us regarding any upcoming budgetary changes.
4. The Department Chair will work with Jorge, Greg, Christana, and other pertinent voices in drawing up both a Writing Center Plan proposal and a Writing Center Coordinator position for the foreseeable future, starting in the 2013-2014 school year. These plans should include scenarios for expansion or shrinkage of funds

The College, administration, English department faculty, and the Academic Senate President will continue to meet to address the development and adoption of a long term, sustainable plan to provide these student support services for our students.





Inspiration. Innovation. Graduation.

Board of Trustees
David A. Grant
Mary L. Hornbuckle
Jim Moreno
Jerry Patterson
Lorraine Prinsky, Ph.D.
Joe Venegas III,
Student Trustee
Chancellor
Andrew C. Jones, Ed.D.

November 2012

To: Andrew Jones, Chancellor
From: Andy Dunn, Vice Chancellor
Re: **Board Log Request concerning KOCE Payments**

Recently a request was made by the Board to review the payments resulting from the KOCE station sale.

Under the Deferred Payments section of Schedule A in the Secured Promisory Note, (Attachment 1) payments under the agreement are deferred from the 2004 origination date of the agreement through to 2009. Beginning in 2009, four quarterly payments of \$125,000 each (\$500,000 annually) are to be made each year through to 2014. Beginning in 2014, quarterly payments increase to \$187,500 (\$750,000 annually) and continue through to the termination date of the agreement in 2034.

The KOCE Payment Schedule (Attachment 2) shows payments received in a manner consistent with the contract.

Attachment 3 is the first page of the 2012-13 Budget Allocation Model showing how this revenue flows through the model as a part of the Districts Unrestricted General Fund.

There also exists a Programming Agreement between the District and the KOCE Foundation. This allowed the District a minimum of 40 hours of broadcast time per week for 39 weeks per year. This agreement was in place for seven years beginning with the effective date of the contract on November 1, 2004, and sun-set on November 1, 2011.

Attachments

1. Secured Promisory Note, Schedule A
2. KOCE Payment Schedule
3. Budget Allocation Model (Page 1)

Attachment 3



**KOCE
PAYMENT SCHEDULE**

[illegible]

AMOUNT DUE 125,000.00

Address on letterhead as of Sep 2009 =
KOCE
17011 Beach Boulevard Suite 1550
Huntington Beach, CA 92647



SCHEDULE A

SCHEDULE OF PAYMENTS

1. Programming Credit Payments:

During the first seven (7) years of this Note, Maker shall make annual principal payments in the amount of \$357,142.85 which payments shall be due on each anniversary of the date of this Note with the first payment due on or before November 1, 2005 and shall be in addition to those payments listed immediately below; provided, however, that Maker shall be entitled to a credit against such annual payments for the CCCD Time and Promotional Time provided to the Holder by the Maker under the terms of (and as those terms are defined in) that certain Programming Agreement entered into by the parties concurrently herewith. Such credit shall accumulate and be credited against such annual payments on a daily basis at a rate of \$978.47 per day (based upon a 365 day calendar year) that the Programming Agreement is in full force and effect.

If the Programming Agreement is terminated prior to the expiration of its seven (7) year term (a) by Holder due to Maker's breach of any of the terms and conditions contained therein, (b) by either party if the FCC revokes or fails to renew the KOCE Licenses, or (c) by either party if the Programming Agreement or any material provision of the Programming Agreement is deemed invalid or unenforceable by the FCC, then Maker shall deliver the annual principal payments referred to above to Holder as they become due during the remainder of the seven (7) year term. For example, if the Programming Agreement is terminated due to Maker's breach thereof on May 1, 2008 (so that the Programming Agreement shall have been in place for 3 ½ years), then Maker shall deliver a payment to Holder in the amount of \$178,571.42 on or before November 1, 2008 and payments of \$357,142.85 on or before November 1 in each of the years 2009, 2010 and 2011.

If, however, the Programming Agreement is terminated prior to the expiration of its seven (7) year term (x) by Maker due to Holder's breach of any of the terms and conditions contained therein, (y) by Holder pursuant to Section 6.2(ii) of the Programming Agreement, or (z) by both Maker and Holder pursuant to Section 6.2(iv) of the Programming Agreement, then Maker shall deliver the balance of the remaining annual principal payments due under the Programming Agreement in three equal annual payments (on November 1 of the applicable year) over the final three (3) years of this Note.

2. Deferred Payments:

Date Payment Due	Payment Amount	Balance Owed
Nov 1, 2004 - Feb 1, 2004 - May 1, 2005 - Aug 1, 2005	0	As of Nov 1, 2005 \$ 17,500,000.00

Date Payment Due	Payment Amount	Balance Owed
Nov 1, 2005 - Feb 1, 2006 - May 1, 2006 - Aug 1, 2006	0	As of Nov 1, 2006 \$ 17,500,000.00
Nov 1, 2006 - Feb 1, 2006 - May 1, 2007 - Aug 1, 2007	0	As of Nov 1, 2007 \$ 17,500,000.00
Nov 1, 2007 - Feb 1, 2007 - May 1, 2008 - Aug 1, 2008	0	As of Nov 1, 2008 \$ 17,500,000.00
Nov 1, 2008 - Feb 1, 2008 - May 1, 2009 - Aug 1, 2009	0	As of Nov 1, 2009 \$ 17,500,000.00
Nov 1, 2009 - Feb 1, 2009 - May 1, 2010 - Aug 1, 2010	\$ 125,000.00	As of Nov 1, 2010 \$ 17,000,000.00
Nov 1, 2010 - Feb 1, 2010 - May 1, 2011 - Aug 1, 2011	\$ 125,000.00	As of Nov 1, 2011 \$ 16,500,000.00
Nov 1, 2011 - Feb 1, 2011 - May 1, 2012 - Aug 1, 2012	\$ 125,000.00	As of Nov 1, 2012 \$ 16,000,000.00
Nov 1, 2012 - Feb 1, 2012 - May 1, 2013 - Aug 1, 2013	\$ 125,000.00	As of Nov 1, 2013 \$ 15,500,000.00
Nov 1, 2013 - Feb 1, 2013 - May 1, 2014 - Aug 1, 2014	\$ 125,000.00	As of Nov 1, 2014 \$ 15,000,000.00
Nov 1, 2014 - Feb 1, 2014 - May 1, 2015 - Aug 1, 2015	\$ 187,500.00	As of Nov 1, 2015 \$ 14,250,000.00
Nov 1, 2015 - Feb 1, 2015 - May 1, 2016 - Aug 1, 2016	\$ 187,500.00	As of Nov 1, 2016 \$ 13,500,000.00
Nov 1, 2016 - Feb 1, 2016 - May 1, 2017 - Aug 1, 2017	\$ 187,500.00	As of Nov 1, 2017 \$ 12,750,000.00
Nov 1, 2017 - Feb 1, 2017 - May 1, 2018 - Aug 1, 2018	\$ 187,500.00	As of Nov 1, 2018 \$ 12,000,000.00
Nov 1, 2018 - Feb 1, 2018 - May 1, 2019 - Aug 1, 2019	\$ 187,500.00	As of Nov 1, 2019 \$ 11,250,000.00
Nov 1, 2019 - Feb 1, 2019 - May 1, 2020 - Aug 1, 2020	\$ 187,500.00	As of Nov 1, 2020 \$ 10,500,000.00
Nov 1, 2020 - Feb 1, 2020 - May 1, 2021 - Aug 1, 2021	\$ 187,500.00	As of Nov 1, 2021 \$ 9,750,000.00
Nov 1, 2021 - Feb 1, 2021 - May 1, 2022 - Aug 1, 2022	\$ 187,500.00	As of Nov 1, 2022 \$ 9,000,000.00
Nov 1, 2022 - Feb 1, 2022 - May 1, 2023 - Aug 1, 2023	\$ 187,500.00	As of Nov 1, 2023 \$ 8,250,000.00
Nov 1, 2023 - Feb 1, 2023 - May 1, 2024 - Aug 1, 2024	\$ 187,500.00	As of Nov 1, 2024 \$ 7,500,000.00
Nov 1, 2024 - Feb 1, 2024 - May 1, 2025 - Aug 1, 2025	\$ 187,500.00	As of Nov 1, 2025 \$ 6,750,000.00
Nov 1, 2025 - Feb 1, 2025 - May 1, 2026 - Aug 1, 2026	\$ 187,500.00	As of Nov 1, 2026 \$ 6,000,000.00
Nov 1, 2026 - Feb 1, 2026 - May 1, 2027 - Aug 1, 2027	\$ 187,500.00	As of Nov 1, 2027 \$ 5,250,000.00
Nov 1, 2027 - Feb 1, 2027 - May 1, 2028 - Aug 1, 2028	\$ 187,500.00	As of Nov 1, 2028 \$ 4,500,000.00
Nov 1, 2028 - Feb 1, 2028 - May 1, 2029 - Aug 1, 2029	\$ 187,500.00	As of Nov 1, 2029 \$ 3,750,000.00
Nov 1, 2029 - Feb 1, 2029 - May 1, 2030 - Aug 1, 2030	\$ 187,500.00	As of Nov 1, 2030 \$ 3,000,000.00
Nov 1, 2030 - Feb 1, 2030 - May 1, 2031 - Aug 1, 2031	\$ 187,500.00	As of Nov 1, 2031 \$ 2,250,000.00

Date Payment Due	Payment Amount	Balance Owed
Nov 1, 2031 - Feb 1, 2031 - May 1, 2032 - Aug 1, 2032	\$ 187,500.00	As of Nov 1, 2032 \$ 1,500,000.00
Nov 1, 2032 - Feb 1, 2032 - May 1, 2033- Aug 1, 2033	\$ 187,500.00	As of Nov 1, 2033 \$ 750,000.00
Nov 1, 2033 - Feb 1, 2033 - May 1, 2034- Aug 1, 2034	\$ 187,500.00	As of Nov 1, 2034 \$ -



A. H. C. /

ADOPTED BUDGET ALLOCATION 2012-2013

8/24/2012 11:15

ESTIMATED INCOME

UNRESTRICTED REVENUES

I. DISTRICTWIDE ENDING BALANCE (WITHOUT CAMPUS BALANCES)			17,526,477
DISTRIBUTION OF ENDING BALANCE			
RESERVE FOR CONTINGENCY (5.5%)	10,600,000	17,526,477	
RAINY DAY FUND	10,733,101		
ELECTION	500,000		
CONTRACTUAL CARRY OVER	325,000		
CONTRACT/GRANT DEVELOPMENT	65,000		
EFF/ENP PAYOUT	269,000		
TRANSFER-IN FROM ENTITY RESOURCES	-2,217,101		
TRANSFER-IN FROM RETIREE HEALTH FUND	-2,748,523		
II. UNRESTRICTED REVENUES			164,630,295
A. FTE REVENUES +(DEFICIT CO EFFICIENT 3,726,384)			
1) GENERAL		158,607,241	
2) LOCAL PROPERTY TAXES	58,094,212		
3) ENROLLMENT FEES (\$46/UNIT)	87,113,029		
B. OTHER GENERAL REVENUES	13,400,000		
1) STATE		6,023,054	
a) LOTTERY INCOME @ \$120 PER FTE	5,063,554		
b) 2% ENROLLMENT ADMINISTRATION	3,893,959		
c) PART TIME FACULTY PARITY	424,411		
2) LOCAL	745,184		
a) INTEREST INCOME		959,500	
b) JOINT USE DEVELOPMENT	180,000		
c) LA HABRA RENTALS	210,000		
d) KOCE DEBT PAYMENT	69,500		
	500,000		

CURRENT YEAR ESTIMATED REVENUE

164,630,295



COOPERATIVE AGREEMENT NO. 12-CCC PUENTE-32
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
PUENTE PROJECT
and
COAST COMMUNITY COLLEGE DISTRICT, ORANGE COAST COLLEGE
FISCAL YEAR 2012-2013

THIS AGREEMENT is entered into between The Regents of the University of California, (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called "Puente"), and Coast Community College District, Orange Coast College (hereinafter called "Recipient").

WHEREAS, The Regents administer Puente, which has established guidelines for Puente community college programs, provides training for Recipient personnel who are implementing these programs, and requires Recipients to meet certain reporting requirements; and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and The Regents have entered into a Memorandum of Understanding (MOU) which calls for increased transfers to the University of California and expansion of Puente;

NOW THEREFORE, the parties mutually agree as follows:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2012 to June 30, 2013

II. STATEMENT OF PERFORMANCE

Recipient and Puente shall work together to continue to provide a program for educationally disadvantaged students at Orange Coast College.

The current *Puente Community College Program Implementation Guidelines* is incorporated into this Agreement by reference as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, Recipient, and their staffs in detail. Puente and Recipient agree to follow these Guidelines and the provisions set forth herein in conducting a Puente program. In case of inconsistencies between this Agreement and the Guidelines, this Agreement takes precedence. No changes in the Puente model shall be made without the agreement of The Regents' Puente Executive Director.

Puente will provide continued support in the form of instructor and counselor training as described in Article VI. Recipient will comply with all terms set forth in this Agreement.

III. AWARD AMOUNT AND PAYMENT

The Regents will provide mentor support funds of \$1,500 for the period stated above.

Payment of the amount stated above may be provided upon execution of this Agreement by both parties and submission of the **Certificate of Insurance**, as required by Article XII.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

IV. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- A. Funds provided under this Agreement are to be used for mentor activities such as field trips, meetings, and orientations, including food during these functions. Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).
- B. Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Any unexpended funds must be returned to the University of California. The check, made out to the Regents of the University of California, and remitted by September 30, 2013 to Frank Garcia at the address listed in Article XVI.
- C. Allowable costs and financial administration shall be governed by Recipient's institutional standards and those set forth in this Agreement.
- D. Recipient shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
- E. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers, and records for three years after expiration or termination of this Agreement.
- F. Financial reports and line item budgets may be periodically requested by the Puente Executive Director for programmatic reasons.

V. RESPONSIBILITIES OF THE RECIPIENT

- A. Recipient shall offer a two-semester sequence of courses consisting of Pre-English IA (or its equivalent) in the fall 2012 and English IA (or its equivalent) in the spring 2013 for designated Puente students, who qualify using the English class assessment process for the Community College(s), and as outlined in the *Puente Community College Program Implementation Guidelines*.
- B. Recipient shall provide services including teaching, counseling, and mentoring components to first-year students, and counseling and follow-up services until the student transfers to a four-year college or leaves the Recipient.
- C. Recipient shall select and hire the following staff:
 - 1. A **full-time Writing Instructor** whose schedule enables him or her to be a full team participant over at least a one-year period (Pre-English IA, fall, and English IA, spring, courses). The Writing Instructor shall be assigned to the Puente class and shall also receive reassigned time equal to a composition class for Puente co-coordination.
 - 2. A **full-time Counselor** assigned 50% to the Puente program and 50% to general counseling. The 50% non-Puente assignment should not be for coordinating or managing another major program assignment, such as the transfer center.
 - 3. **Clerical assistance** for Puente of at least 10 hours a week.

In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or writing instructors will not be approved.

Teaching and counseling staff will be selected in consultation with Puente. This consultation process may include an on-site interview and/or classroom observation by Puente state or regional office staff. Recipient maintains final selection discretion.

Any changes in Recipient's teaching or counseling staff must be discussed in advance with the Puente Executive Director or his designee. Personnel changes or additions made without prior consultation may result in the Recipient paying for the cost of training the replacement staff. This cost is \$2,500 per person.

Recipient shall consult with the Puente Executive Director or his designee if any additional staff (reading and math instructors, tutorial or mentoring personnel) will be working on the Puente project.

D. Recipient shall provide office and administrative support in accordance with the following:

1. Recipient shall contribute, from its own resources or Title V funds, or through shared resources such as the transfer center, program-operating costs of at least \$5,000 for student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, office supplies, books and curriculum materials.
2. Recipient is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of 2012.
3. Recipient agrees to provide office space and access to a computer terminal for clerical assistance. Office and equipment shall be provided by the first day of instruction of 2012.
4. Recipient is responsible for providing access to long distance and fax telephone and email services for the counselor, instructor, and person(s) providing clerical assistance to support the Puente program.
5. Recipient shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The Recipient share of the Puente operating costs shall be in place by September 15, 2012.

E. Recipient agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, residential, mandatory training in July 2012.

F. Recipient agrees to schedule each semester a Personal Development/Guidance (PD) course taught by the Puente counselor.

G. Recipient shall submit reports as specified by The Regents' Puente Office as described in Articles IV and VII of this Agreement.

VI. RESPONSIBILITIES OF PUENTE

A. Training: Puente will provide the following staff development programs at no cost to Recipient:

1. Puente Summer Institute: Initial mandatory training (weeklong, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Mexican American and Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.
2. Ongoing training for instructors and counselors participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings as needed.
3. Ongoing support and resources for training.
4. Ongoing support provided by Puente regional or state office staff through site visitations, telephone, fax and email consultations.
5. Instructor and counselor resource materials and mentor recruitment materials.

B. Assessment: Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.

VII. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to: student information forms, student activities surveys, official grades for each term, student update forms, and statistics regarding the college's ethnic breakdown, retention/graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Data Collection Schedule: Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected twice each year, with forms mailed from Puente in October and April. The counselor or instructor should return the SIBF forms, the student update forms and the official grade sheets to the Puente State Office as designated below.

I. FALL TERM:

<u>Item</u>	<u>Due Date</u>
Student Online Registration	October 29, 2012
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

2. SPRING TERM:

<u>Item</u>	<u>Due Date</u>
Student Online Registration (new students)	March 30, 2013
Student Update Form (continuing students)	March 30, 2013
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

Please send completed forms and other data to the Puente State Office.

VIII. COLLECTION OF INFORMATION

In cases where the Recipient collects information by interview or by questionnaire from students, parents, or the public in connection with Puente, the Recipient may not, without prior written approval from The Regents, represent in any way that information is being collected by or for The Regents and Puente.

IX. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION IN THE REGENTS' PUENTE PROGRAM

The Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in the Puente program, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of The Regents and the Puente State Office. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports which describe Recipient activities.

X. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Executive Director. The Recipient must advise the Puente Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee.

Any publication produced by the Recipient which includes a description of Puente shall use **either** of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and mentoring by members of the community."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente State Office (510-987-9548).

XI. INDEMNIFICATION

Recipient shall defend, indemnify, and hold Puente, The Regents, 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 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 Recipient, its officers, employees, or agents.

The Regents shall defend, indemnify, and hold Recipient, 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 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 The Regents, its officers, employees, or agents.

XII. INSURANCE

The Recipient 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:

1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$3,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.

3. Workers' Compensation as required under California State law.

4. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.

6. The coverages required under this Article shall not in any way limit the liability of the Recipient.

- G. 7. The coverages referred to under (1) and (2) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, Recipient shall furnish to Frank Garcia at the address listed in Article XVI. Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an Additional Insured on the applicable policies.

NOTE: Payment will be withheld until Certificate(s) of Insurance have been received by The Regents.

XIII. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

XIV. TERMINATION

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party. Unexpended advance payment balances must be returned to The Regents within 60 days of termination.

XV. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XVI. PROJECT PERSONNEL AND OTHER CONTACTS

The Regents' Puente Contacts

Program Matters:

Frank García, Executive Director
Puente, University of California
300 Lakeside Dr., 7th Floor
Oakland, CA 94612
Email: Frank.Garcia@ucop.edu
Phone: (510) 987-0860

Contractual Matters:

Lourdes DeMattos, Contract and Grant Officer
Research Policy Analysis and Coordination

Office of the President, University of California
1111 Franklin Street, 11th Floor, Oakland, CA 94607
Email: Lourdes.DeMattos@ucop.edu
Phone: (510) 987-9850

Recipient Contacts

Program Matters:

Name Dr. Hue Pham Title Dean of Counseling
Address 2701 Fairview Rd., Costa Mesa, CA 92626
Email hpham@occ.cccd.edu
Phone (714) 432-5764

Fiscal Matters:

Name Dr. Hue Pham Title Dean of Counseling
Address 2701 Fairview Rd., Costa Mesa, CA 92626
Email hpham@occ.cccd.edu
Phone (714) 432-5764

Contractual Matters:

Name Dr. Hue Pham Title Dean of Counseling
Address 2701 Fairview Rd., Costa Mesa, CA 92626
Email hpham@occ.cccd.edu
Phone (714) 432-5764

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: [Signature]
Name: Dan Moloney
Title: Director, Procurement Services

Date: 8/20/12

COAST COMMUNITY COLLEGE DISTRICT, Orange Coast College

By: _____ Date: _____
Name: _____
Title: _____
Tax ID: _____



NAVY COLLEGE PROGRAM DISTANCE LEARNING PARTNERSHIP
MEMORANDUM OF UNDERSTANDING
BETWEEN

COMMANDING OFFICER
CENTER FOR PERSONAL AND PROFESSIONAL DEVELOPMENT
AND

COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE)

1. General

a. This Memorandum of Understanding (MOU) defines the relationship between Commanding Officer, Center for Personal and Professional Development (CPPD), Virginia Beach, VA, herein after known as the Commanding Officer, CPPD, representing the Department of the Navy (DON), and Coast Community College District (Coastline Community College), herein after known as the academic institution.

2. Purpose and Intent

a. The purpose of this MOU is to establish how the parties will administer and provide educational services to Sailors under the Navy College Program Distance Learning Partnership (NCPDLP) program. This MOU is not intended to create legally enforceable obligations or give rise to the contractual obligation of Navy funds to the academic institution.

b. The intent of the NCPDLP is to provide educational opportunities leading to associate and baccalaureate degrees for a global and mobile force made up of Sailors who are stationed worldwide, serving in a wide variety of circumstances requiring both flexibility and variety in distance learning platforms and dynamic student services.

3. Scope of Agreement

a. This MOU together with the DoD VOLUNTARY EDUCATION PARTNERSHIP MEMORANDUM OF UNDERSTANDING (MOU), incorporated herein by reference, reflects the total agreement of the parties. The MOU includes two Appendices: Appendix 1 - Program Definitions and Appendix 2 - Requirements and Verification Documents.

b. Amendment of Agreement

(1) The Navy may amend/modify this agreement at any time to reflect changes in statute, regulation, executive order, state or local law, and DoD or Navy policy governing off-duty voluntary education programs.

(2) All other amendments to this agreement not covered in paragraph 1 above, may be made only by mutual consent of both parties. All amendments to this agreement must be in writing and signed by both parties.

c. Termination of Agreement

(1) Either party may terminate this agreement by giving written notice to the other party. Such notice of termination shall be given in writing to the other party no less than 30 days prior to the termination effective date, unless both parties mutually agree on a lesser period in writing. The termination effective date may not be earlier than the end of the academic term in progress. Terminations for reasons addressed in paragraphs 2, 3, 4 or 5 below are not subject to requirements of this paragraph.

(2) This agreement may be terminated at the end of the term during which the academic institution has been placed on probation by SOCNAV. If either party terminates this agreement, the academic institution shall continue to provide educational services to those students already enrolled. The terms, conditions, and academic institution's policies in place on the date of termination of the MOU, including the academic institution's policy on how much time a student has to complete a degree, shall continue to apply to such students.

(3) This agreement may be terminated at the end of the term during which the academic institution has been placed on probation by their applicable regional accrediting association.

(4) This agreement will be terminated if the academic institution is removed from SOCNAV degree network system.

(5) This agreement will be terminated automatically at the end of the school term during which full regional accreditation of the academic institution has been withdrawn by their applicable accrediting association.

(6) Termination by either party shall not be the basis for any claim, cause of action, or demand of any nature against the U.S. Government or its personnel, employees or agents. The parties understand that the sole remedy for violations of, or noncompliance with, the terms of this MOU is termination of this Agreement without costs owed to any party.

(7) Any non-compliance or changes in academic institution policy that are inconsistent with the provisions of this Agreement shall be cause for review and may result in termination of this agreement.

(8) This agreement will be terminated if the academic institution fails to meet obligations in relation to submission of grades, submission of reports, or any other requirement listed in the MOU.

(9) This agreement will be terminated immediately if the academic institution does not have a valid Department of Defense Voluntary Education Partnership Memorandum of Understanding (MOU).

d. Third Party Contracts This MOU and its provisions do not extend to any third party contracts between the Academic Institution and other non-academic entities.

e. Administration of the Agreement

(1) The Commanding Officer, CPPD, shall administer this agreement and provide program management, administration, and contract support services for the Navy's Voluntary Education Program.

(2) The Commanding Officer, CPPD, may appoint the local Navy College Office Director as technical assistant for this program. The technical assistant shall monitor the academic institution's compliance with the stipulations of this MOU.

(3) The academic institution shall appoint a NCPDLP Program Manager in writing and provide a copy of this appointment to the Commanding Officer, CPPD. The Program Manager shall ensure adequate supervision of instructional

quality and academic standards.

f. Appendices

(1) Program Definitions are provided to ensure mutual understanding of content of this MOU.

(2) **The academic institution agrees to provide the following documents**, which are incorporated into this agreement by reference and shall constitute Appendix 2 - Requirements and verification documents.

(a) Verification of the current regional accreditation of the academic institution.

(b) Verification of membership in Servicemembers Opportunity Colleges (SOC) and Servicemembers Opportunity Colleges Navy (SOCNAV).

(c) A copy of admission standards.

(d) A copy of the academic institution's policy for acceptance of transfer credit and how it pertains to each degree program that is affiliated with the Navy College Program.

(e) A copy of the academic institution's plan for providing academic advisement for Navy students from a distance.

(f) A copy of the tuition, fees, and refund policy for enrolled students. Include a specific statement regarding how cost of tuition was determined, e.g., in-state, out-of-state, or specialized rate (provide details).

(g) A copy of the letter appointing the NCPDLP Program Manager for the academic institution.

4. Responsibilities of the Department of the Navy

a. Academic Institution Selection. Commanding Officer, CPPD or his/her designee is responsible for selecting the off-duty educational program(s) and institutions or consortiums of institutions to offer academic programs through NCPDLP.

b. Data and Reports

(1) The Commanding Officer, CPPD shall provide templates for and request reports, or other records as required under this agreement. At a minimum, NCPDLP institutions shall be required to report course enrollments, withdrawals, course completions, degree enrollments, graduations and visits to the academic institution's specialized NCPDLP web site and other reports as deemed necessary for evaluation of program effectiveness as determined by the Commanding Officer, CPPD.

(2) The Commanding Officer, CPPD shall provide guidance, if needed, on complying with Wide Area Work Flow processes for invoicing of tuition assistance.

c. Program Evaluation

(1) The Commanding Officer, CPPD or his/her designee shall continuously evaluate the academic institution's compliance with this MOU.

a. Minor Compliance issues:

i. The CPPD NCPDLP Program Manager will contact the academic institution regarding minor compliance issues via voice or electronic mail for resolution.

ii. Minor compliance issues are expected to be resolved as expeditiously as possible and generally within seven days.

b. Serious compliance issues:

i. The Commanding Officer, CPPD will notify the academic institution via a written letter, identifying the specific area(s) of non-compliance and establishing deadline dates for resolution.

ii. The academic institution shall have thirty days from the date of the notification of non-compliance to respond and correct any areas of non-compliance with this agreement.

iii. After receipt of the academic institution's response to the notification of non-compliance, the Commanding Officer, CPPD, will evaluate the sufficiency of the academic institution's response. The Commanding Officer, CPPD, will notify the academic institution in writing whether its response is sufficient to bring the school back into compliance with this Agreement, or if further corrective actions are required. If further corrective actions are needed, the notification shall state the specific actions required and the deadline date for taking those actions.

(2) Failure of the academic institution to correct identified deficiencies can result in the termination of the academic institution from the NCPDLP program pursuant to Section 3(c) of this agreement.

(3) Every approved degree program will be evaluated every 6 months in relation to degree program usage by Sailors. Any degree program that has no usage in the last two years (as measured by the number of course enrollments, degree enrollments and/or SOCNAV Student Agreements) may be removed from the program.

d. Publicity

(1) As part of publicity conducted to inform Sailors of the available options under the NCPDLP, DON may assist the academic institution in publicizing NCPDLP degree programs within the Navy. Assistance may include:

(a) Provide a link to the academic institution through the Navy College Program web site.

(b) Provide a link to the academic institution's NCPDLP, Distance Learning Education Plans (DLEP) on the Navy College Program web site.

(c) Display the academic institution's advertising materials (i.e., pamphlets, posters, and brochures) at all Navy College Offices, space permitting.

(d) At the invitation of the local NCO Director, participate in Education Fairs.

(e) At the discretion of the local NCO Director, provide the academic institution the opportunity for scheduled access to the local Navy College Offices.

(2) DON may publicize the NCPDLP in concert with other Navy College Program publicity.

e. Counseling. The Navy shall inform Sailors about NCPDLP during counseling sessions and provide Sailors the opportunity to select the course of action that best meets their career and educational goals.

5. Responsibilities of the Academic Institution:

a. Admission

(1) The academic institution shall accept, admit, and enroll interested Sailors (enlisted and officer) to two-year (associate degree) or four-year (baccalaureate degree) programs offered through NCPDLP.

(2) Admission may be conditional or provisional. The institution may require Sailors seeking admission to meet certain standards, such as passing the GED and/or successfully completing a limited number of college courses with the institution, before granting full admission status.

(3) The academic institution may also admit other qualified individuals to these degree programs.

b. Program Offering

(1) Degrees offered through NCPDLP must be authorized by the academic institution.

(2) Credits from courses taken off-campus, including distance learning, shall be used in establishing academic residency to meet degree completion requirements.

(3) The academic institution shall develop and maintain a long-range (one academic year or longer) schedule of course offerings in support of the program and make the schedule available on the institution's web site.

(4) The academic institution shall provide and arrange access to the library and other academic reference and research resources in print or on-line format that are appropriate or necessary to support the courses offered. In addition, these library resource arrangements will be in accordance with the standards of the institution's accrediting association and the state regulatory agency having jurisdiction over the academic institution. Under no circumstances will the service member be expected to pay for an outside, separate library resource.

(5) The academic institution may be permitted to have a presence on

Naval installations, subject to available facilities space and at the invitation of the local NCO Director, based on the installation needs assessment and base education plan.

c. Counseling Services. The academic institution shall, at a minimum, provide:

(1) Timely, responsive, and accurate academic advising, through a variety of media, to permit the greatest access to Sailors who are deployed worldwide. The academic institution must provide services that include dynamic and static student services taking into consideration limited web access and very limited connectivity available to Sailors.

(2) E-mail and toll-free telephonic access for academic counseling and information. The institution shall respond to e-mail messages within one workday. Toll-free telephonic access to academic counseling and information for a minimum of forty hours per week and cover the hours of 0900-1700, institution's local time. Voice mail shall be available at all other times. Such telephonic access shall be available both in the continental United States and overseas.

(3) An interim response within one workday and a complete response within five workdays for student questions that require more in-depth review by the academic institutional advisor.

(4) A link to counseling services provided through the Navy College Program Web site.

d. SOCNAV. The academic institution shall agree to SOC principles, criteria and SOCNAV membership requirements. The academic institution also agrees to maintain SOCNAV membership for the duration of their participation in the NCPDLP.

e. SOCNAV Student Agreement/Distance Learning Education Plan. Upon full implementation of this agreement, the academic institution shall:

(1) Accept electronic transfer of the Sailor/Marine American Council on Education Registry Transcript (SMART).

(2) Complete a formal evaluation of prior learning and generate an official SOCNAV Student Agreement when the student has met requirements as designated in SOCNAV membership. The SOCNAV student agreement shall be completed within four weeks of receipt of pertinent documentation.

(3) Provide signed copies of the SOCNAV Student Agreement to the student, the servicing Navy College Office, and SOCNAV.

(4) Send data electronically, via the SMART web site, in the format prescribed by the Commanding Officer, CPPD, to post newly generated SOCNAV Student Agreements on the Navy College Program SMART web site on the last calendar day of each month. If the last calendar day is a weekend or holiday, the electronic transmission will occur on the first business day following. Student Agreements shall be updated annually to include additional courses completed at the academic institution and other academic credit accrued through testing programs, and courses transferred in from another institution or via SMART.

f. Distance Learning Education Degree Plans. The academic institution shall:

(1) Develop Distance Learning Education Plans for all Navy ratings that correspond to the degrees offered through NCPDLP. Distance Learning Education Plans shall clearly demonstrate the coursework needed to complete the degree in combination with Navy technical training and Navy occupational experience.

(2) Complete and post Distance Learning Education Plans on the institution's web site, no later than the full implementation of this agreement, in a standardized format provided by the Commanding Officer, CPPD.

(3) Keep these Distance Learning Education Plans current, reflecting any institutional and/or course changes.

g. Award of College Credit. The academic institution agrees to:

(1) Award credit for military (all Department of Defense) technical training and Navy experience as recommended by the American Council on Education (ACE) and the Community College of the Air Force (for Air Force courses completed by Sailors), as appropriate to the degree option selected by the student.

(2) Award credit for examinations as recommended by ACE and as appropriate to the degree option selected by the student.

h. Distance Learning Courses. The academic institution agrees to:

(1) Provide courses through distance learning, through a variety of platforms, to ensure all interested Sailors have the opportunity to meet the residency requirements of the academic institution.

(2) Provide instructional materials and exams to military personnel in the same timeframe and manner as other students at a distance, applying the same academic regulations and quality of materials.

i. Tuition/Fees/Refund Policy. The academic institution agrees to:

(1) Set tuition and fees charges in accordance with the DoD Voluntary Education Partnership Memorandum of Understanding as reprinted below:

"One Single Tuition Rate. Educational institutions will have one single tuition rate for all Service members enrolled in the same course, regardless of Service component, within a specific Office of Postsecondary Education identification number (OPE ID). The OPE ID is assigned by the Department of Education to institutions approved to participate in Federal student financial aid programs. This single tuition rate includes active duty Service members, members of the Reserve Components (RCs), and the National Guard."

(2) Amend the tuition and fee structure only after sixty (60) days written notice to the Commanding Officer, CPPD. Neither tuition nor fee structure shall be amended for a term already in session. Yearly increases

cannot exceed increases for all enrolled students taking courses through the same delivery method. In no case will an annual increase in tuition exceed 10% per semester or quarter hour. In any event, amendments in tuition and fee structure will follow the provisions of the DOD MOU.

(3) Pay refunds per the refund policy stated in the academic institution's catalog and as amplified in Appendix 2 of this MOU. However, it is understood and agreed that the academic institution shall pay all refunds of Navy Tuition Assistance monies directly to the U.S. Navy. Refunds may be made by money order or cashier's check payable to U.S. TREASURY and must be mailed to:

Commanding Officer
NETPDTC TA Accounting N8132
6490 Saufley Field Road
Pensacola, FL 32509-5241

(4) Collect monies owed to the academic institution from the student. Collection of monies shall be the responsibility of the academic institution.

(5) Refund any tuition to the Government for a course from which the student withdraws in accordance with provisions of the academic institution's refund policy contained in Appendix 2 of this Agreement.

(6) Refund any fees paid to the student for a course from which the student withdraws in accordance with provisions of the academic institution's refund policy contained in Appendix 2 of this Agreement.

(7) Refund to the Government and/or the student, as appropriate, 100 percent of the tuition and fees paid for a course that is canceled by the academic institution through no fault of the U.S. Government.

j. Payment of Tuition and Fees. The academic institution agrees to:

(1) Accept full payment from Navy students who are either ineligible for, or do not wish to use, Navy Tuition Assistance.

(2) Require Navy students to make provisions, at the time of enrollment, for payment of all costs associated with that enrollment.

k. Veterans Assistance. The academic institution agrees to:

(1) Obtain Department of Veterans Affairs (DVA) determinations governing both approval of programs specified in this agreement and the normal educational allowance applicable (based on certification of one, two, or more courses per term), as to half-time, three-quarter time, or full-time attendance.

(2) Advise eligible prospective students of their benefits under the auspices of the DVA.

(3) Process applications expeditiously under any DVA program per existing DVA regulations. The academic institution shall ensure prompt and deliberate response to student inquiries regarding DVA-funded education benefits. The student retains responsibility for monies owed to the academic institution.

1. Diploma(s)/Degree(s)/Graduation(s). The academic institution agrees to:

(1) Issue, at no cost to the government, Certificate(s) of Completion, diploma(s), and/or degree(s) to each student who completes the program requirements and has met all financial obligations.

(2) Make no distinction on any credential between course(s) and program(s) taken at the home campus, off-campus, or through distance learning. No distinction shall be made on any academic credential to reflect participation in the Navy College Program.

(3) Invite all Navy graduates to participate in the graduation ceremony at the home campus of the academic institution. If the local installation conducts a combined ceremony for all graduates from a variety of institutions, the NCPDLP institutions and graduates may be invited to participate. Navy graduates will bear the same costs as any non-Navy student for their participation in a graduation ceremony.

m. Transcripts. The academic institution agrees to:

(1) Post the institution's official transcript request form on the institution's web site, include any cost for the transcript, provide instructions on how to submit the form, and allow for electronic signature when available.

(2) Produce and send the requested official transcript no later than five workdays after receiving the request.

(3) As part of the graduation application process, obtain appropriate transcript release from Sailors authorizing the release of official transcripts indicating degree completion at no cost to Sailor or to the government. Provide an official transcript indicating degree completion, at no cost to the sailor or the Government, to:

Center for Personal and Professional Development
ATTN: Navy Virtual Education Center
1905 Regulus Ave, Ste 234
Virginia Beach, VA 23461-2009

The official transcript may be mailed, e-mailed or electronically transferred at academic institutions discretion.

n. Data and Reports.

(1) The academic institution will provide electronic reports for information pertinent to military personnel, periodically (semi-annual) to the Commanding Officer, CPPD, using the templates provided by the Commanding Officer, CPPD. This information includes, but is not limited to: Navy Tuition Assistance transactions, final course grades for Sailors using Navy Tuition Assistance, admissions, graduates, degrees awarded, courses offered, and enrollments, as well as statistics related to military members enrollment.

(2) Requests for such information may be made at any time, but shall not be later than three years after termination of this agreement. Responses to all requests for reports shall be provided within 10 working days.

(3) Grades shall be provided electronically in text (.txt) format within 30 days of course/term completion, and as specified by the Commanding Officer, CPPD, for students submitting Navy Tuition Assistance funding. The academic institution will be assigned an FTP access account for data upload.

(4) The academic institution shall comply with the requirements of Wide Area Work Flow (WAWF-RA). Using guidance provided by the Commanding Officer, the academic institution agrees to establish the requisite account and use the WAWF system for tuition assistance billing.

o. Contract Support. If the academic institution enters into a contract to carry out any part of this Agreement, the contract shall be performed in accordance with the terms and conditions of this MOU.

p. Publicity Materials. The academic institution agrees to:

(1) Prepare explanatory publicity of a general nature concerning the programs being offered to the Navy through this agreement. Publicity and marketing on Naval installations shall focus on NCPDLP program and not to any non-academic partners of the academic institutions.

(2) Submit proposed marketing plan and materials to the Commanding Officer, CPPD for review and approval prior to any public marketing by the institution. Additionally, submit any publicity produced exclusively for dissemination at a single installation to the local or servicing Navy College Office for review and approval.

(3) Provide the Commanding Officer, CPPD samples of marketing materials available for order by the NCOs and assume responsibility for the reproduction and distribution of publicity materials to the Navy College Offices. Only those publicity and marketing materials provided for use at Navy College Offices and the Navy Educational Fair shall have NCPCLP Partnership markings and trademarks.

(4) The academic institution may not use the NCPDLP markings/logos/trademarks or other Navy markings/logos/trademarks in advertising materials that are for general circulation outside the Navy. All marketing materials shall include a statement indicating that participation in the NCPDLP does not imply endorsement by the Department of the Navy or the Department of Defense.

(5) The Academic Institution is hereby informed that both Title 5 of the Code of Federal Regulations §2635.702 and Section 3-209 of the Department of Defense (DoD) Joint Ethics Regulation provide that endorsement of a non-federal entity, event, product, service, enterprise may be neither stated nor implied by DoD or DoD personnel in their official capacities. In addition, titles, positions, or organization names may not be used to suggest official endorsement or preferential treatment of any non-federal entity. The Academic Institution therefore accepts and agrees not to use, show, depict, picture, or feature DoD personnel in uniform; or allow use of DoD personnel titles, positions, or organization names in school advertisements, marketing materials, or publications of any kind, including but not limited to: magazines, catalogues, brochures, pamphlets, flyers, billboards, internet web pages, or radio and television advertisements that are for general circulation outside DoD. The Academic Institution agrees to promptly remove

from circulation any advertisements or publications that violate this provision. For purposes of this provision, there is no prohibition against use of an image which depicts uniformed DoD personnel in a large group of individuals where the presence of the DoD personnel is not highlighted or used to suggest DoD endorsement of the Academic Institution. Violation of this provision can result in termination of the Academic Institution's participation in the NCPDLP.

(6) The academic institution shall establish a process to order materials and point of contact for ordering materials.

(7) The academic institution shall develop a web page dedicated to the NCPDLP following a template provided by the Commanding Officer, CPPD. The template shall include standard links, in a specific order, following defined terms as provided by the Commanding Officer, CPPD.

q. Change in Accreditation Status. The academic institution shall notify the Commanding Officer, CPPD of any change in institutional or program accreditation status. The academic institution shall also inform the Commanding Officer, CPPD of any known investigation by their accrediting body.

r. Continuation of Educational Services. The academic institution agrees:

(1) If either party terminates this agreement, the academic institution shall continue to provide educational services for those students already enrolled. The terms, conditions, and academic institution's policies in place on the date of termination of the MOU, including the academic institution's policy on how much time a student has to complete a degree, shall continue to apply to such students.

(2) To notify the Commanding Officer, CPPD immediately of any forthcoming legal action concerning fiscal or academic problems that would jeopardize currently enrolled students or the ability to offer programs in the future.

s. Sailor/Marine Online Academic Advisor (SMOLAA). The academic institution agrees:

(1) The academic institution will insert all of their approved NCPDLP degree programs in the SMOLAA system. The Commanding Officer, CPPD, or designated representative will ensure that representatives will be provided proper training in how to insert their degree programs.

t. Base Access. Base access is as per the installation commander. It should be noted that access is the purview of the installation and their security procedures which may vary. If RAPIDGate is required for access the academic institution will follow the requirements directed by the local base.

6. Offering Programs on Navy Installations.

a. Participation in the NCPDLP does not guarantee the institutions the opportunity to offer instructor-based programs on Naval installations. The academic institution may be invited to offer instructor-based courses on an installation. Such invitation is solely at the discretion of the Host Commanding Officer and as with all on base programs, in concert with the host

installation education plan. Before starting instructor-based courses on any Navy installation, Navy College Office shall negotiate a separate MOU with the academic institution in concert with procedures established by the host command.

b. NCPDLP Institutions shall not solicit students for Non-academic programs.

c. Should there be a conflict between this MOU and the installation's MOU, the host command MOU shall take precedence.

7. Participation in Military Voluntary Education Review/Third Party Review

a. Department of Defense uses a third party review to assess the quality of voluntary education programs offered on military installations. The Navy extends this review process to include the NCPDLP partners.

b. The academic institution shall participate fully in the Military Voluntary Education Review/Third Party Review evaluation and self-review process.

8. Disputes

a. Except as otherwise provided in this agreement, any dispute concerning an interpretation of, or a question of fact arising under, this agreement which is not disposed of by mutual consent shall be decided by a senior representative of the Navy identified by the Commanding Officer, CPPD, for this express purpose.

b. The decision shall be in writing and shall constitute the final administrative determination.

9. Effective Date. This MOU is effective on the date of the later signature.

10. Expiration Date. This MOU will expire 5 years from the effective date, unless terminated or updated prior to that date in writing by the Department of Defense or the Institution.

Coast Community College District
(Coastline Community College)

Department of the Navy

Printed Name Title

Printed Name Title

SIGNATURE

SIGNATURE

Date: _____

Date: _____



TOMORROW'S COLLEGE TODAY.

[Admissions](#)

[Distance Learners](#)

[Military](#)

[Foundation](#)

My CCC
LOG IN NOW!

[Password Reset](#) [Student Help](#)

[About Coastline](#)

[Academic Senate](#)

[Accreditation](#)

[Ask Me About Coastline](#)

[District Information](#)

[Employment](#)

[Facilities](#)

[Kaleidoscope](#)

[Locations](#)

[Master Plan](#)

[Mission Statement](#)

[News & Events](#)

[Non-Discrimination Statement](#)

[Office of the President](#)

[Policies](#)

[President's Message](#)

[Public Relations](#)

Quick Links

[Admissions & Records](#)

[Get my transcripts](#)

[Visit the Art Gallery](#)

[Get a job \(Job Services\)](#)

[Join the Student Government](#)

[View campus maps](#)

[Follow us on](#)    



ACCREDITED
COLLEGE



Accreditation

[Accreditation documents/evidence](#)

Accreditation

Coastline College is accredited by the [Accrediting Commission for Community and Junior Colleges \(ACCJC\)](#) of the Western Association of Schools and Colleges (10 Commercial Blvd., Suite 204, Novato, CA 94949, (415) 506-0234), an institutional accrediting body recognized by the Commission on Recognition of Postsecondary Accreditation and the U.S. Department of Education.

- [Read the ACCJC Policies](#)

Coastline has been accredited since 1978. Its last comprehensive evaluation was in 2006-2007; its next evaluation is in 2012-2013. Coastline is currently conducting its self-evaluation review in preparation for a 2013 visit; if you have any questions about this process, please contact Dr. Gayle Berggren at gberggren@coastline.edu.

Coastline Accreditation and Commission Reports

- [Coastline's 2010 Midterm Accreditation Report](#)
- [Coastline's 2009 Progress Report](#)
- [Coastline's 2008 Progress Report](#)
- [ACCJC 2007 Affirmation of Accreditation Report](#)
- [Coastline's Self-Study Report 2006-07](#)

What is accreditation?

Accreditation is a process for evaluating and assuring the quality of education used by the American higher education community. Each institution affiliated with the ACCJC voluntarily undergoes a six-year cycle of institutional self-study and professional peer review, measuring itself against the Accreditation Standards. Based upon reports and peer review, the Commission determines the accredited status of an institution, which is made public through Commission announcements.



SOCNAV-2 Associate Degree Colleges

The links below will take you to the Web sites of the colleges selected by the Navy to provide Associate degrees to Sailors worldwide.

Core members of the 2-year SOC Degree Network System are in **bold**. Core member institutions participate in the guaranteed transfer of courses via the SOC DNS Course Category Codes.

Affiliate members of the 2-year SOC Degree Network System are in plain text. Affiliate member institutions do not participate in the guaranteed transfer of courses. They typically offer distinctive and highly-specialized degree programs that meet an identified educational need of a particular military Service, often associated with a specific MOS or Rating, or serving a targeted military population.

See Chapter 5 of the *SOC Degree Network System-2 Handbook* for college policies, contacts, and degree programs. See Chapter 6 of the *SOC Degree Network System-2 Handbook* for Associate degree program offerings by network, college, and installation at Army, Navy, Marine Corps, and Coast Guard locations, including degrees offered via distance learning and learning assessment. See Chapter 8 of the *SOC Degree Network System-2 Handbook* to view Core member colleges' courses in SOC DNS Course Categories.

Anne Arundel Community College, MD

Berkeley College - Online, NJ

Bismarck State College, ND

Bryant & Stratton College - Virginia Beach, VA

Central Texas College, TX

Chaminade University of Honolulu - Adult Evening and Online Program, HI

Coastal Carolina Community College, NC

Coastline Community College, CA

College of Lake County, IL

College of Southern Maryland, MD

Columbia College - Nationwide Campuses, MO

Admission Standards

Eligibility: Individuals 18 years of age or older who can profit from instruction qualify for admission. If under 18, you will qualify for admission if one of the following has been satisfied:

- Graduated from high school
- Passed the California High School Certificate of Proficiency Test or equivalent.

Auditing

Effective summer 2010, the college is no longer offering students the option to audit a course.

Awarding College Credit

Coastline recognizes college credit, except sectarian courses, earned at any institution of higher education which is accredited by one of the regional accrediting associations of schools and colleges as identified by the Council on Postsecondary Accreditation.

Upon completion of 12 units at Coastline, students may receive a maximum of 40 units through experiential learning, including American Council on education (ACE) College credit recommendations, Military, CLEP, DSST, and Advanced Placement towards the experiences in similar subject areas.

Students planning to transfer credit awarded by Coastline for experience other than classroom attendance should contact the specific transfer institution, since each college has a different policy regarding experiential credit.

Advanced Placement Credit: Credit may be granted for Advanced Placement courses completed in high school. The credit may be applied toward the Associate degree and/or CSU General Education Certification. Official test scores must be submitted to Coastline's Admissions and Records Office. See Appendix B—AP Chart for the required scores and degree application.

CLEP (College Level Examination Program)

The College Entrance Examination Board offers examinations covering material taught in courses that most students take in the first two years of college.

- CLEP credits will count towards general education, major, or elective credits for the Associate degree or CSU General Education Certification. See Appendix C—CLEP Chart for the required scores and applicability.
- The University of California does not grant credit for CLEP.
- CLEP may or may not be accepted by other colleges and universities. A student must check with the specific transfer institution to determine regulations regarding CLEP. General CLEP policies can be found in the college catalogs.
- CLEP exams may not be used to retake or improve a grade in a course at Coastline or any other institution.
- CLEP credit posted to another institution's transcript will be reevaluated based on Coastline's standards and may or may not be equal to credit received at another institution. CLEP credit posted to a student's Coastline transcript may or may not be accepted for equal units at another institution.
- Coastline has established CLEP and DSST National Testing Centers on base at Dyess AFB, Fallon NAS, Gulfport NCP, Holloman AFB, Pensacola NAS and Point Loma, and in Westminster in collaboration with NWS Seal Beach.

Credit by Examination: \$25 per course. Students with appropriate post high school experience may petition for "Credit by Examination" and receive college credit in courses reflecting this experience, providing the:

- 1) student is in good standing;
- 2) course is appropriate for credit by examination;
- 3) course is listed in the college catalog and
- 4) appropriate instructor, currently teaching the classroom course, is willing to assist the student in completing "Credit by Examination."

The appropriate number of units may be posted to the student's transcript upon completion of 12 units at Coastline. This credit will be designated "Credit by Examination" and will be awarded the grade of "Pass" if the student successfully passes the examination; the grade of "No Pass" will be assigned if the student fails the examination.

DANTES (Defense Activities Non-Traditional Education Support) Subject Standardized Tests (DSSTs)

- Coastline accepts DANTES (DSSTs) with scores from 44 to 400 depending on the exam.
- DSST credits will count towards general education, major, or elective credits for the Associate of Arts degree. (See DSST chart for applicability)
- DSST scores may not count toward CSU and IGETC certifications.
- DSST scores may or may not be accepted by other colleges and universities. A student must check with the specific transfer institution to determine regulations regarding DSST credit.
- DSST exams may not be used to retake or improve a grade in a course at Coastline or any other institution.
- CLEP/DSST credit posted to another institution's transcript will be reevaluated based on Coastline's standards and may or may not be equal to credit received at another institution.

See Appendix D—DSST Chart.

Foreign College Units: Coastline is unable to evaluate foreign transcripts. International students are encouraged to utilize the Credentials Evaluation Service provided by the International Research Foundation, Inc. This agency is familiar with educational systems throughout the world and can properly evaluate international transcripts.

Although the agency charges a fee for the service, the expense is usually much less than repeating the courses at an American institution of higher education. Coastline will accept the official evaluation and will count the units and/or degrees toward the student's educational program. Call the Counseling office for information at 1 (714) 241-6162.

Independent Study: Students whose past experiences and present activities provide an accepted alternative method for completing course objectives may petition for Independent Study:

1. If the course is offered during the petition semester;
2. If the course is appropriate for this method of instruction, and
3. If the petition is approved by the specific instructor teaching the class, the discipline dean and the vice president of instruction.

Military Credit: Coastline recognizes that U.S. Service members receive intensive training and educational instruction unmatched by many others in our society. Coastline will award a maximum of 40 units of credit for military training and experience as recommended by the American Council on Education (ACE). The determined number of units may be posted to the student's transcript upon completion of 12 units at Coastline.

- Military transcripts are evaluated to verify credit applicable to a degree. Transcript documentation includes SMART (Sailor/Marine ACE Registry Transcript) AARTS (Army/ACE Registry Transcript System), Coast Guard Institute Transcript, DD 295 and DD 2586.
- Military credits may count towards general education, major, areas of emphasis, certificate, and elective credits and are applicable to an associate degree at Coastline.

Work-based Learning: Students pursuing any vocational major at Coastline may earn elective credit for learning on the job through a planned program of goal setting, site visits and evaluations. Concurrent enrollment in Coastline's vocational classes is required. For further information, contact the Work-based Learning office at 1 (714) 241-6209.

Classification of Students

Students are classified as follows:

Freshman: A student who has completed fewer than 30 units.

Sophomore: A student who has completed 30 or more units.

Full-time Credit Students: A student carrying 12 units or more of work.

Full-time Noncredit Student: A student attending 24 class hours per week.

Part-time Student: A student carrying fewer than 12 units of work.

Course Repetition

In accordance with Title 5, sections 55024, 55040-55045 only courses which fall into the following categories may be repeated. Enrollment in two sections of the same course in the same term or part of term is not permitted.

1. The course schedule and catalog descriptions state that a course may be repeated a pre-approved number of times, which may be once, twice, or three times. If the description states that: This course may be repeated one time it may be taken twice for credit; two times it may be taken three times for credit; three times it may be taken four times for credit.
2. Students who wish to repeat a course in which a substandard grade (D, F, and/ or NP) was received may retake the course at any regionally accredited college or university to alleviate the substandard grade earned at Coastline Community College provided the repeated course is equivalent to the one taken at CCC. Equivalency will be determined by the appropriate department at CCC. Prior to repeating a course, students should consult the CCC Admissions and Records Office or CCC Counseling Office to ensure the original CCC course is equivalent to the course being repeated. Students who repeat a course in which a substandard grade was earned at CCC may repeat that course only one additional time, except upon appeal for extenuating circumstances. Appeal forms are available in the Admissions and Records Office and online at www.coastline.edu. Students who are approved to take a specific course for the third time do not receive registration priority for that course and must wait until the week prior to the start of the term to register.

Upon completion of the repeated course, the student must file a Repeated Course Grade Petition in the Admissions and Records Office. For repeated courses taken outside of the Coast Community College District students must include official transcripts and a copy of the catalog descriptions and/or course outlines from colleges or universities where courses were repeated. The student's academic transcript shall then be annotated reflecting exclusion of the previously recorded course work with the substandard grade for purposes of grade point calculation and for all considerations associated with the awarding of certificates and degrees. However, previously recorded course work shall neither be removed nor otherwise obliterated from the permanent record.

3. Special classes which meet the needs of students with a documented disability may be repeated in compliance with Title 5, Section 56029, of the Education Code.
Note: Some transfer institutions may elect to include both courses or may choose to use only the first grade taken in their computation of the grade point average to establish entrance requirements.

Note: There is current State and District policy pending regarding changes to the Course Repetition Policy. Please check with the Admissions & Records Office or Counseling for updated information.



College - Level Examinations Program (CLEP) Credit Applicability Chart

Exam Title	Required Exam Score*	CCC Credit Awarded	CCC Degree Area Satisfied	CCC Course Equivalency**
American Government	50	3	Group D - Social Sciences	PSCI C180
American Literature	50	6	Group C - Arts/Humanities	ENGL C155
Analyzing & Interpreting Literature	50	6	Group C - Arts/Humanities	ENGL C140
Biology	50	6	Group B - Natural Sciences	BIOL C100
Calculus	50	3	Group A3 - Math	MATH C180
Chemistry	50	6	Group B - Natural Sciences	CHEM C110
College Algebra	50	3	Group A3 - Math	MATH C115
College Composition	50	6	Group A2 - English	ENGL C100
College Mathematics - General	50	6	Group A3 - Math	None
English Literature	50	6	Group C - Arts/Humanities	None
Financial Accounting	50	3	Major/Electives	ACCT C101
French – College Level 1 (two semesters)	50	6	Group C - Arts/Humanities & Global	FREN C180 OR C180A & 180B
French – College Level 2 (four semesters)	59	12	Group C - Arts/Humanities & Global	FREN C185
German – College Level 1 (two semesters)	50	6	Group C - Arts/Humanities & Global	GERM C180 OR C180A & C180B
German – College Level 2 (four semesters)	60	12	Group C - Arts/Humanities & Global	None
History of US I: Early Colonization to 1877	50	3	Group D - Social Sciences	HIST C170
History of US II: 1865 to Present	50	3	Group D - Social Sciences	HIST C175
Human Growth and Development	50	3	Group D - Social Sciences or Group E - Self Development	PSYC C116
Humanities - General	50	6	Group C - Arts/Humanities & Global	None
Information Systems and Computer Applications	50	3	Major/Electives	CIS C100
Introduction to Educational Psychology	50	3	Major/Electives	None
Introductory Business Law	50	3	Major/Electives	BUS C110
Introductory Psychology	50	3	Group D - Social Sciences	PSYC C100
Introductory Sociology	50	3	Group D - Social Sciences	SOC C100
Natural Sciences – General	50	6	Group B - Natural Sciences	None
Pre-Calculus	50	3	Group A3 - Math	MATH C170
Principles of Accounting	50	3	Major/Electives	ACCT C100
Principles of Macroeconomics	50	3	Group D - Social Sciences	ECON C175
Principles of Management	50	3	Major/Electives	MS C100
Principles of Marketing	50	3	Major/Electives	BUS C150
Principles of Microeconomics	50	3	Group D - Social Sciences	ECON C170
Social Sciences and History - General	50	6	Group D - Social Sciences	None
Spanish – College Level 1 (two semesters)	50	6	Group C - Arts/Humanities & Global	SPAN C180 OR C180A & C180B
Spanish – College Level 2 (four semesters)	63	12	Group C - Arts/Humanities & Global	SPAN C185
Western Civilization I: Ancient Near East to 1648	50	3	Group C - Arts/Humanities or Group D - Social Sciences & Global	HIST C180
Western Civilization II: 1648 to Present	50	3	Group C - Arts/Humanities or Group D - Social Sciences & Global	HIST C185

* For tests taken prior to July 2001, required scores are: General Exams 490; Subject Exams 50; Paper-Based Exams 490.

** though there is not a CCC course equivalency for this exam, the credit is applicable to the area requirement indicated.



DANTES Subject Standardized Tests (DSST)

Credit Applicability Chart

Exam Title	Required Score*	CCC Credit Awarded	Area Satisfied	CCC Course Equivalency**
A History of the Vietnam War	44	3	Group D – Social Sciences	None
Art of the Western World	48	3	Group C – Arts/Humanities & Global	None
Astronomy	48	3	Group B – Natural Sciences	ASTR C100
Business Ethics and Society	400	3	Major/Electives	None
Business Law II	44	3	Major/Electives	BUS C110
Business Mathematics	400	3	Major/Electives	MATH C007
Criminal Justice	400	3	Major/Electives	CJ C140
Substance Abuse	400	3	Major/Electives	None
Environment & Humanity: Race to Save the Planet	46	3	Group B – Natural Sciences	ECOL C100
Ethics in America	400	3	Group C – Arts/Humanities	PHIL C120
Foundations of Education	46	3	Major/Electives	None
Fundamentals of College Algebra	400	3	Group A3 - Math	MATH C115
Fundamentals of Counseling	45	3	Major/Electives	None
General Anthropology	47	3	Group D – Social Sciences & Global	None
Here's to Your Health	400	3	Group E – Self Development	HLTH C100
Human Resource Management	46	3	Major/Electives	MS C104
Human/Cultural Geography	48	3	Group D – Social Sciences & Global	GEOG C185
Introduction to Business	400	3	Major/Electives	BUS C100
Introduction to Computing	400	3	Major/Electives	BC C100
Introduction to Law Enforcement	45	3	Major/Electives	None
Introduction to the Modern Middle East	400	3	Group D – Social Sciences	None
Introduction to World Religions	400	3	Group C – Arts/Humanities	None
Lifespan Developmental Psychology	46	3	Group D – Social Sciences	PSYC C118
Management Information Systems	400	3	Major/Electives	CIS C100
Money and Banking	48	3	Major/Electives	None
Organizational Behavior	48	3	Major/Electives	None
Personal Finance	400	3	Major/Electives	BUS C120
Physical Geology	46	3	Group B – Natural Sciences	GEOL C110
Principles of Finance	400	3	Major/Electives	None
Principles of Financial Accounting	47	3	Major/Electives	ACCT C101
Principles of Physical Science 1	47	3	Group B – Natural Sciences	None
Principles of Public Speaking	47	3	Group A1 - Speech	SPCH C110
Principles of Statistics	400	3	Group A3 - Math	MATH C160
Principles of Supervision	400	3	Major/Electives	MS C100
Rise & Fall of the Soviet Union	45	3	Group D – Social Sciences	None
Technical Writing	46	3	Major/Electives	None
The Civil War & Reconstruction	47	3	Group D – Social Sciences	None
Western Europe Since 1945	45	3	Group D – Social Sciences	None

* For tests taken prior to July 2001, required scores are: General Exams 490; Subject Exams 50; and Paper-Based Exams 490.

** Although there is not a CCC course equivalency for this exam, the credit is applicable to the area requirement indicated.



Excelsior College Examination Credit Applicability Chart

Exam Title	Required Exam Score*	CCC Credit Awarded	CCC Degree Area Satisfied	CCC Course Equivalency**
Abnormal Psychology	C or better	3	Group D - Social Sciences	PSYC C255
American Dream	C or better	3	Group D - Social Sciences	None
Anatomy and Physiology	C or better	3	Group B - Natural Sciences	BIOL C221
English Composition	C or better	3	Group A2 - English	ENGL C100
Ethics: Theory and Practice	C or better	3	Group C - Arts/Humanities	PHIL C120
Foundations of Gerontology	C or better	3	Major/Electives	GERO C120
History of Nazi Germany	C or better	3	Group D - Social Sciences	None
Human Resource Management	C or better	3	Major/Electives	MS C104
Labor Relations	C or better	3	Major/Electives	MS C102
Lifespan Developmental Psychology	C or better	3	Group D - Social Sciences	PSYC C118
Microbiology	C or better	3	Group B - Natural Sciences	BIOL C210
Organizational Behavior	C or better	3	Major/Electives	MS C100
Pathophysiology	C or better	3	Group B - Natural Sciences	None
Psychology of Adulthood and Aging	C or better	3	Group D - Social Sciences	PSYC C170
Religions of the World	C or better	3	Group C - Arts/Humanities	None
Research Methods in Psychology	C or better	3	Group D - Social Sciences	PSYC C280
World Population	C or better	3	Group D - Social Sciences	None

* Although there is not a CCC course equivalency for this exam, the credit is applicable to the area requirement indicated.



TOMORROW'S COLLEGE TODAY.

[Prospective](#)[Admissions](#)[Degrees](#)[Transfer Info](#)

My CCC
LOG IN NOW!

[Password Reset](#)[Chat](#)[Military - Graduation](#)[Military - SOC Agreements](#)[Military - Unofficial Evaluations](#)

Quick Links

[Course Websites](#)[New Course Numbers F'2011](#)[Schedule of Online Classes](#)[Degree Planning](#)[Military Forms](#)[Academic Calendar](#)[Transcripts](#)[Financial Aid](#)[Scholarships](#)[PocketEd/PDA Program](#)[Textbooks & Voucher Program](#)[English & Math Placement](#)[MyCCC Assistance](#)[Military Site Representatives](#)[Contact Information](#)ACCREDITED
COLLEGE

Military - Unofficial Evaluations

Thank you for considering Coastline College. If you have not enrolled with Coastline before and need assistance determining how your prior coursework and military training will fit into a Coastline degree, you can receive an Unofficial Education Plan.

If you are near a base that a Coastline Community College representative visits, you can have your transcripts unofficially evaluated on the spot. [Find your local representative.](#)

If you are not located near one of our representatives, you can receive your Unofficial Education Plan within 7 to 10 days by faxing a copy of your military transcript and transcripts from colleges you have previously attended to (714) 241-6324, or emailing them to edplan@coastline.edu. Please include your name, email address and your phone number in your communication.

Dependents: Please email spouseadvising@coastline.edu

The unofficial evaluation is subject to change upon receipt of official transcripts and review by an authorized counselor or SOC evaluator. Official SOC Agreements must be requested once students enroll in courses at Coastline and submit official transcripts.



My CCC
LOG IN NOW!

[Password Reset](#)

[Chat](#)

[Military - Graduation](#)

[Military - SOC Agreements](#)

[Military - Unofficial Evaluations](#)

[Seaport](#) · [MyCCC](#) · [Military Site Reps](#) · [Directory](#)

TOMORROW'S COLLEGE TODAY.

[Prospective](#)

[Admissions](#)

[Degrees](#)

[Transfer Info](#)



Quick Links

[Course Websites](#)

[New Course Numbers F'2011](#)



[Schedule of Online Classes](#)

[Degree Planning](#)

[Military Forms](#)

[Academic Calendar](#)

[Transcripts](#)

[Financial Aid](#)

[Scholarships](#)

[PocketEd/PDA Program](#)

[Textbooks & Voucher Program](#)

[English & Math Placement](#)

[MyCCC Assistance](#)

[Military Site Representatives](#)

[Contact Information](#)



Military - SOC Agreements

An official SOC Agreement is an evaluation of military and college credit towards a degree with Coastline. This evaluation guarantees a solid path to your degree and is required before a degree will be awarded.

Steps to Receiving the Official SOC Agreement:

- Enroll in a Coastline course.
- Submit official military transcripts and, if any, CLEP, DSST, or EOE scores.
- Submit official college transcripts from *every college* attended.
- Complete the online SOC Agreement/Degree Plan Request Form.

Upon completion of the SOC Agreement/Degree Plan Request Form and receipt of military and/or other college transcripts, a SOC Agreement will be completed. The SOC Agreement process takes approximately 4 weeks from the time all necessary information is received; students will be emailed a copy of their SOC Agreement.

Once an official SOC Agreement has been completed it will remain valid for 5 years. After 5 years, a student must show proof that they have taken courses within the SOC Network without a break in attendance of over two years.

Requesting an Updated SOC Agreement

Students may request an update of their SOC Agreement once they have received their official degree plan and have completed 12 semester hours with Coastline.

Students who submit official transcripts after their plan was received may have their credits added to their degree plan by submitting the request. These additional college credits will be applied to the student's Coastline transcripts once they apply for graduation.

Students are eligible for one update per year.

[Request for Degree Progress Update Form](#).

[Seaport](#) · [MyCCC](#) · [Military Site Reps](#) · [Directory](#)

TOMORROW'S COLLEGE TODAY.

[Prospective](#)[Admissions](#)[Degrees](#)[Transfer Info](#)**My CCC**
LOG IN NOW![Password Reset](#)[Chat](#)[Military - California State
University Transfer Info](#)[Military - Career and Transfer
Planning](#)[Military - University of California
Transfer Info](#)

Quick Links

[Course Websites](#)

[New Course Numbers F'2011](#)[Schedule of Online Classes](#)[Degree Planning](#)[Military Forms](#)[Academic Calendar](#)[Transcripts](#)[Financial Aid](#)[Scholarships](#)[PocketEd/PDA Program](#)[Textbooks & Voucher Program](#)[English & Math Placement](#)[MyCCC Assistance](#)[Military Site Representatives](#)[Contact Information](#)ACCREDITED
COLLEGE

Military Transfer Information

Partner Institutions

Coastline has partnered with several colleges and universities, so you can transfer your Coastline Associates degree into one of their Bachelor's degree programs with ease. Our partner schools are affiliated with Servicemember's Opportunity Colleges (SOC), regionally accredited, and will accept Coastline's credits in transfer.

Transfer agreements are subject to ongoing review and revision. The roadmaps listed on these pages represent agreements at the time of publication. Students may contact militarycounselor@coastline.edu or the transfer institution of their choice for current information.

Business Administration**Psychology****Criminal Justice/Homeland Security****Computer Networking****History****Management****Social and Behavioral Sciences**

Transfer Plan Request

Students who would like an official degree plan to prepare them for transfer may submit the [Request for Academic Transfer Plan](#).



Tuition:

Tuition rates for contract education programs vary depending on the program or service.

As outlined by Section 55170 of Title 5 California Administrative Code Re Community Colleges and Section 72620 of the California Education Code, Coastline Community College is authorized to conduct Contract Instruction and Counseling Services to serve community needs. The current contract education tuition cost of \$169 per credit hour has been determined the most cost-effective and consistent fee to charge for the instruction and services to be provided to the Sailors in the Navy College Distance Learning Partnership program. The fee has been established for both in-state and out-of-state military students.

Enrollment Fees:

Enrollment fees are \$169 per credit hour. Enrollment fees are payable upon enrollment unless Tuition Assistance will cover 100%.

Other Fees:

a.	Application Fee	No charge
b.	Registration Fee	No charge
c.	Technology	No charge
d.	Transcript Fee	First two free/\$3 thereafter
e.	Diploma Fee	No charge

Tuition Assistance:

1. The last day to submit payment (including TA authorization) can be found on the academic calendar (<http://www.coastline.edu/files/Military/AcademicCalendar.pdf>)
2. Tuition Assistance applications may be obtained from your Base or Post Education Office. Coastline's Institutional Code is 1122A for Navy and Marine Corps Education.
3. Students paying their own tuition or who are authorized for less than 100% of tuition must pay their student portion at the time they register online.
4. Unpaid balances may prevent students from receiving final grades, registering in subsequent semesters, receiving transcripts, or graduating

Deferrals & Payment Options: If you are unable to submit your Tuition Assistance authorization form before the deadline, you can print out our Payment Deferral Letter (<http://www.coastline.edu/files/Military/PaymentDeferralForm.pdf>), complete the information, sign and fax to (714) 241-6270 or scan and email to milreg@coastline.edu. If your T.A. authorization form is not received by our office by the Wednesday prior to the start of classes, your credit card will be charged the full amount. If your credit card is charged and your T.A. authorization form is received after the start of classes, we will reverse the charges to your credit card.

Veteran's Benefits:

Coastline is approved by the Bureau of School Approvals, California State Department of Education, to offer programs to veterans and eligible persons seeking benefits under the Federal Public Laws and the California Veterans Educational Laws. Coastline follows the guidelines issued by the Council for Private and Post Secondary and Vocational Education which apply to all institutions enrolling veterans and other eligible persons for veterans' benefits.

Requirements for Receiving Veterans' Educational Benefits

Every veteran or eligible dependent must contact the veterans' clerk in the Military Contract Education office in order to complete the appropriate required paperwork.

It is mandatory that each veteran, veteran's dependent, or widow who has registered for veterans' educational benefits notify the veterans' clerk when he or she adds or withdraws from classes.

Veteran Administration regulations require each eligible person to have a specific academic goal, a plan of classes developed with a counselor, and to make satisfactory progress towards that goal. Failure to do so may result in termination of veteran educational benefits. Academic advisement is coordinated by the veterans' clerk.

It is the responsibility of the veteran or eligible dependent to adhere to the regulations and policies of the Veterans' Administration and Coastline College.

Tuition must be paid at the time of registration for students using Chapter 30, 35 or 1606 as VA Benefits are paid directly to the student, except for those students using Chapter 31 or 33. Questions regarding veteran benefits should be directed to the College's Veterans Resource Center at (714) 241-6126 or email vet2vet@coastline.edu. For additional information about the GI Bill, please visit <http://www.gibill.va.gov/>

Financial Aid:

Federal Financial Aid may be available through grants and loan programs. In general, to qualify for aid you must be enrolled in 6.0 units each semester and demonstrate financial eligibility through the regular application process. Receiving reimbursement through the Tuition Assistance program does not disqualify any student from applying for financial aid. You can reach Coastline's Financial Aid Department by calling (714) 241-6239 Monday, Wednesday or Thursday from 8 am to 5 pm Pacific time or via email financialaid@coastline.edu. Identify yourself as a military contract education student.



DROP AND REFUND POLICY:

A student assumes full responsibility for completing each course in which he or she has registered. If a student wishes to drop a course, it is the student's responsibility to do so at MyCCC or by using the Online Drop Form according to policy outlined below. A list of drop/withdrawal deadlines may be located at <http://www.coastline.edu/files/Military/AcademicCalendar.pdf> and on the student's "Student Class Program (Web Schedule Bill)" from the CCC Military Student tab in **MyCCC**.

1. A refund will apply for students who submit a drop request on or before the Friday of the first week of the class. Withdrawals made after this date still obligate the student to all tuition costs. If the student is eligible for a refund of tuition, it is recommended that students forward a copy of their drop confirmation to their Military Education Service Office or Third Party Payer to cancel their Tuition Assistance*.
2. No transcript entry will be made for students who submit their drop request prior to the first 30% of the class; however, no refund will apply after the first Friday.
3. A grade of "W" shall be entered on the transcript for students who submit their drop request after the first 30% of the class, and prior to 75% of the class.
4. Failure to drop prior to 75% of the class may result in the instructor issuing a grade of "F."

* A drop confirmation is automatically emailed to students that drop via the online drop form. Regardless of the method used to drop a course, students can obtain an updated copy of their class schedule, which will reflect the course drop, by accessing their "Student Class Program (Web Schedule Bill)" from the CCC Military Student tab in **MyCCC**. Students may contact the registration department at mil@coastline.edu or (714) 241-6165 if additional documentation is needed.



11460 Warner Avenue, Fountain Valley, CA 92708-2597
Ph: 1 (714) 546-7600 Web: coastline.edu

MOU 2012 - NCPDLP
Coast Community College
District/Coastline Community College
Appendix 2 (g)

November 4, 2012

Captain John P. Newcomer
Commanding Officer
Department of the Navy
Center for Personal and Professional Development
1905 Regulus Avenue, Suite 111
Virginia Beach, VA 23461-2009

Dear Commander Newcomer:

Coast Community College District (Coastline Community College) appoints Rozanne Capoccia-White, as the primary point of contact for the Navy College Program Distance Learning Partnership (NCPDLP). Her contact information is provided below.

Name Rozanne Capoccia-White
Phone: 714-241-6326 x16675
Fax: 714-241-6270
Email: rcapoccia@coastline.edu

On behalf of Coastline, we look forward to continued success with the Department of the Navy in support of the Navy College Program Distance Learning Partnership.

Sincerely,

Loretta P. Adrian, Ph.D.
President

Coast Community College District

Board of Trustees: David A. Grant, Mary L. Hornbuckle, Jim Moreno, Jerry Patterson, Lorraine Prinsky, Ph.D., and Cody Torre, Student Trustee • Chancellor: Andrew Jones, Ed.D.

**INTERNATIONAL CONTRACT EDUCATION
MARKETING, STUDENT RECRUITMENT AND
EDUCATIONAL SERVICES AGREEMENT**

Between

COAST COMMUNITY COLLEGE DISTRICT
(Coastline Community College)

And

TIMES MEDIA Co., Ltd.

This INTERNATIONAL CONTRACT EDUCATION MARKETING, RECRUITMENT AND EDUCATIONAL SERVICES AGREEMENT (hereinafter "**Agreement**") is entered into by the COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE), a California public education entity, (hereinafter "**District**"), and TIMES MEDIA CO., LTD., a Korean English Language Academy (hereinafter "**Educational Partner**"). District and Educational Partner may be referred to herein individually as "Party", and collectively as "Parties".

WHEREAS the District, pursuant to California Education Code 78021, may establish contract education programs within or outside the State of California by written agreement with public or private entities, including corporations, associations, or any other persons or bodies to provide specific educational or training services to meet the specific needs of these bodies; and

WHEREAS the District has developed an international higher education program, known as *Education Bound United States* (hereinafter "CCC-EBUS" or "EBUS"), which the District desires to offer to foreign entities to meet their educational and training needs; and

WHEREAS, District's EBUS is intended to assist foreign students in preparing for success as international students seeking admission to the Coast Community College District and to other US higher education colleges and universities; and

WHEREAS, Educational Partner confirms that it has the requisite experience and skill necessary to expand District's EBUS program in Korea by recruiting qualified international students through networking, collaboration, outreach, and in providing educational services, fiscal and logistical operations, administration, marketing and recruitment.

THEREFORE, the District and Educational Partner hereby agree to contract under the following terms, rules of conduct, and obligations to each other as set forth in this Agreement:

Attachment 6

I. Definitions

- a. Educational Partner: a foreign educational organization or institution that enrolls students at the high school or college level.
- b. Educational Services: Services such as counseling, math assessment, English assessment, English language instruction, college course instruction, and student activities.
- c. Educational Partner Standards ("EPS"): Minimum qualifying criteria determined by District to be used by Educational Partner when Educational Partner assesses the credentials and qualifications of potential Educational Partners.
- d. Program Services Proposal ("PSP"): A document created by District prescribing the educational services to be offered, and the terms and conditions set forth for the implementation, delivery, and cost of those services. This International Contract Education Marketing, Student Outreach and Educational Services Agreement shall serve as the umbrella agreement for all PSPs developed during the term of this Agreement. Each agreed upon PSP shall be considered as an exhibit to this Agreement upon the approval of each Party's governing board.
- e. Pre-semester Services: Services such as personnel and faculty recruitment, program planning, materials procurement, and travel arrangements that must occur in preparation for a semester start. These services typically need to begin about 90 days prior to the start of a semester.
- f. Other entities: Defined as other organizations, agencies, or institutions that may be engaged by District or the Educational Partner to provide specific services for the EBUS program.

II. District Obligations

- a. The District shall have the exclusive right to determine the standards required of any potential Educational Partner. District will maintain an EPS which sets forth the minimum qualifying criteria to be used by Educational Partner when Educational Partner assesses the qualifications for student participation in the EBUS program.
- b. District shall develop a PSP, based on the services requested by the Educational Partner, prescribing the educational services to be offered, and the cost to implement and deliver the services. The PSP shall be utilized by Educational Partner to clearly identify its requirements relating to program structure, academic requirements, and detailed costs for the period of the specific program.

- c. District shall have the exclusive right to determine the educational content of EBUS materials to meet the educational needs of the Educational Partner and the students, including all design, development, and delivery of the EBUS educational programs and services.
- d. The District shall hire, retain, or contract for all personnel necessary for the District to perform its obligations under this Agreement.
- e. The District shall convene the EBUS Advisory Committee, comprised of representatives of District and Educational Partner for the purpose of providing direction, clarification, updates, student success assessments, and to address issues and concerns of each Party. The EBUS Advisory Committee shall also be responsible for the strategic planning, marketing, and recruitment strategies for continual growth and quality delivery of EBUS for that particular program. Nothing within this paragraph shall divest any Party of their individual obligations under this Agreement.
- f. District shall award college credit for specified college level credit courses offered through EBUS. District may conduct 'not for credit' courses as requested by Educational Partner. District shall conduct English and math placement exams of all EBUS students.
- g. District is responsible for developing the curriculum plan and determining the courses to be offered, according to specific academic programs and in coordination with the Educational Partner.
- h. District shall determine EBUS student applicant eligibility for admission according to District's standards set forth in the Student Handbook, available to each Party upon request, and as posted to the EBUS website (www.coastline.edu/ebus) managed and maintained by District.
- i. District shall conduct periodic evaluations of its program, EBUS instructors, counselors, and program staff.
- j. District shall be responsible for providing instruction, college faculty training, counseling, student support and pre-transfer preparation services to all EBUS enrolled students.
- k. District shall provide documentation demonstrating admissions, transfer, or articulation agreements between the District's colleges and private universities, California University and University of California Education Systems.
- l. The District shall maintain all required student academic records related to the delivery of its educational services outlined in the PSP.
- m. The District, independently of, and in coordination with Educational Partner, shall develop marketing materials in print and other delivery formats, for use in promoting EBUS to potential

international students. Each Party shall have the right to approve any promotional and/or marketing materials when that Party or EBUS is mentioned in the materials, prior to any such materials being published, presented or distributed.

III. Educational Partner Obligations

- a. Educational Partner shall serve as a marketing, outreach, and relationship development to potential international students in promoting the District's EBUS Program. Educational Partner shall provide experienced consulting services in the areas of international education student recruitment and selection, including identifying qualified international students, and may assist in the assessing of student candidates for EBUS. Educational Partner shall develop, initiate and sustain marketing and outreach strategies in Korea and shall promote EBUS access to their educational training markets.
- b. Educational Partner shall assist District by developing operational and logistical support activities. Educational Partner shall fully comply with the host country's legal requirements relating to foreign providers of higher education when fulfilling its obligations under this Agreement. Educational Partner shall also fully comply with applicable federal and state law in performing services under this Agreement.
- c. Educational Partner is authorized to enter into discussions with potential international students on behalf of the District under this Agreement. Educational Partner does not have the authority to bind the District to any agreements for educational services.
- d. Educational Partner agrees to serve as District's in-country fiscal representative by providing the facilitation of financial transactions, including, but not limited to, invoicing, converting foreign currency into U.S. currency, and for the processing of required payments for services as defined in each PSP.
- e. Educational Partner shall obtain and maintain all applicable federal, state, and international licenses, permits, and/or certificates necessary for lawful performance of services set forth in this Agreement.
- f. Educational Partner, independently, and in conjunction with the District, shall develop marketing materials in print and alternate media forms, for use in promoting EBUS to potential international students. Each Party shall approve any promotional and/or marketing materials where that Party or EBUS is mentioned, prior to any such materials being published, presented or distributed.
- g. Education Partner may request new PSPs or changes to services to an existing PSP. New or revised PSP's shall be by fully executed written agreement, approved and executed by each Party's governing

board. Absent a fully executed amendment, the District shall not be responsible for providing any services.

h. Educational Partner agrees that it shall not enter into any separate agreements with prospective international students, without District's knowledge, which relate to the services offered by District under a PSP with the Educational Partner.

i. Education Partner agrees to provide English as Foreign Language training to EBUS students in order to promote students' academic English skills for success in college courses.

j. Education Partner agrees to provide classroom facilities and a bilingual facilitator (English/Korean) for each online delivered college course provided by District.

k. Education Partner agrees to provide logistical and other support, as needed, to District in regard to college course scheduling, student support services, college counseling and workshops provided on site in Korea, and administrative site visits by District.

IV. Fees and Compensation

a. A signed PSP shall obligate District to perform pre-semester services in anticipation of delivery of a specified EBUS program, and shall obligate Educational Partner to timely compensate District for the delivery of such services in accordance with the terms and conditions set forth in the PSP. These obligations bind District and Educational Partner regardless of whether a PSP develops into an executed ESA.

b. Educational Partner shall collect tuition and related costs from students enrolled in the EBUS program and shall pay District for educational services outlined in the PSP. Educational Partner shall retain its designated compensation for the services it provides as outlined in the PSP. Educational Partner shall incorporate a clearly defined student fee rate sheet, specifying all costs the Educational Partner will charge to students in the EBUS program. This disclosure requirement is an express condition precedent to the validity of this Agreement or PSP.

c. Refunds to either Party shall be issued according to the terms and conditions set forth in the Refund and Cancellation Policy to be included in the PSP.

d. Educational Partner shall be solely and exclusively responsible for, and liable for, the withholding of its own taxes, social security taxes, unemployment taxes, sales/use taxes, workers' compensation insurance premiums, and any other required taxes, charges, or assessments for those services it performs, or contracts for others to perform, under this Agreement.

V. Compliance with Applicable Law and Accreditation Standards

- a. The Parties shall assure that all services each performs in support of EBUS, and all activities related thereto, shall comply with all applicable federal and state and international laws, statutes, ordinances, regulations, rules, including the District's Policies and Procedures.
- b. Educational Partner shall actively ensure that all services it performs in support of EBUS under this Agreement, and all activities related thereto, shall not adversely affect District's, or any of its Colleges' accreditation status with the Western Association of Community Colleges, or with any other entity that accredits District.
- c. The Parties agree to promptly and diligently take all actions reasonably deemed necessary by District to comply with all applicable accreditation requirements for District to maintain its clear accreditation status.
- d. District reserves the right to immediately terminate this Agreement should District reasonably determine, at its sole discretion, that any of the District's colleges' accreditation status is placed at risk by this Agreement, or by actions arising from, or relating to this Agreement.
- e. Each Party agrees that all courses and materials offered as part of the EBUS will remain under the exclusive, sole, and direct control and ownership of District. District shall exercise exclusive responsibility for EBUS courses, and shall have exclusive control for the determination of course standards.

VI. Term and Termination

- a. This Agreement shall commence on November 22, 2012, and shall terminate on November 21, 2017, unless terminated earlier by the terms set forth in this Agreement. The Parties acknowledge that this Agreement may only be extended or amended in a writing that is approved and executed by the Parties' respective governing boards.
- b. Excepting for District's express right of immediate termination as set forth in V(d), if any Party to this Agreement shall breach any of its obligations set forth herein, then the other Party shall be entitled to terminate this Agreement by written notice to the breaching Party. This right of termination is subject to a right to cure period of thirty calendar days after its receipt of such written notice. If the alleged breach is fully cured within thirty days, then the non-breaching Party shall not be entitled to terminate this Agreement.

c. The termination of this Agreement shall not in any way impair or destroy any of the rights or remedies of either Party, or to relieve either Party of its obligations to comply with any of the provisions of this Agreement accruing prior to the date of termination.

d. Excepting for District's express right of immediate termination as set forth in Section V(d), either Party may, at any time, with reason, terminate this Agreement upon thirty days prior written notice to the other Party. Educational Partner shall pay District for the value of all services completed or to be completed by District to fulfill obligations set forth in the ESA as of the date of termination. If an EBUS program semester is currently in progress at such time that notice is served, District and Educational Partner shall act in good faith to negotiate a resolution to continue to provide services to Educational Partner for the duration of that semester, so as to not adversely impact students.

e. Upon termination of this Agreement, and subject to applicable law, neither District nor Educational Partner shall have a continuing obligation to provide services as set forth in this Agreement.

f. Administrative Point of Contact: The Parties will designate an administrative liaison as the primary point of contact for each Party's performance under this agreement.

The administrative contact for District will be Laurie Melby at 001-714-241-6110 or lmelby@coastline.edu or her designee;

The Times Media administrative contact shall be Jinny Park at 001-82-2-565-9981 or mjpark@timesmedia.co.kr or designee.

VII. Indemnification

a. Educational Partner agrees, to the fullest extent permitted by the law, to indemnify, defend, and hold harmless the District, its trustees, officers, employees, students and agents against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Educational Partner's or Educational Partner's agents' performance of services under this Agreement, or for any acts relating to Educational Partner's obligations arising from or relating to the EBUS Program, or for any action or inaction of Educational Partner pertaining to this Agreement, and for any actions by any person or entity for whom Educational Partner may be legally liable.

b. District agrees, to the fullest extent permitted by the law, to indemnify, and hold harmless Educational Partner, its trustees, directors, officers, employees, and agents against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by District's breach of any of the terms of this Agreement.

c. Educational Partner's and District's respective agreement to provide such indemnification shall apply to those obligations performed by the Parties during the period of this Agreement, and shall survive the expiration or termination of this Agreement.

d. The obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the losses. Educational Partner's reasonable defense costs (including attorney and expert fees) incurred in providing a defense for the District shall be reimbursed by the District to the extent such defense costs arise, under principles of comparative fault, from District's (a) grossly negligent acts or omissions; (b) breach of any of the provisions of this Agreement; or (c) willful misconduct.

e. Nothing in this Agreement shall constitute a waiver or limitation of any rights which District may have under applicable law, including without limitation, the right to implied indemnity.

f. The District's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve Educational Partner from responsibility for damages or other losses incurred or to be incurred by the District as a result of Educational Partner's breach of its obligations under this Agreement.

VIII. Disclosure and Confidentiality

Educational Partner shall not release, access, or share, any student records, or confidential, proprietary and/or trade secret information of the District except in the performance of this Agreement. Educational Partner shall comply with all federal, state, and international laws concerning confidentiality of student data, including FERPA, HIPPA, and CIMA.

Non-Disclosure: Excepting for information subject to disclosure under host country law, and U.S. federal or state law, including the California Brown Act and California Public Records Act, the Parties shall not disclose the terms of this Agreement to third parties.

IX. Ownership and Copyrights

a. The District shall hold and retain any and all rights in, arising from, and relating to the EBUS Program, including, but not limited to program structure, program delivery, courses, course materials, and any and all copyrights, trademarks, and trade names throughout the world in perpetuity.

b. District represents and warrants to Educational Partner that for copyright purposes, the District shall be the sole author thereof and the exclusive proprietor of rights of EBUS, excepting for material for which acknowledgements to other sources are provided, and for which permissions are obtained by the District, where necessary.

X. Insurance

a. District may require Educational Partner to purchase and maintain, during the term of this Agreement, and at Educational Partner's sole cost and expense, international general liability insurance with insurance companies duly licensed, admitted and acceptable by the host country, and recognized and rated by A.M. Best Company with a Best rating of at least A VII or better. Such policies of insurance shall protect Educational Partner and the District from claims which may arise out of, or relate to Educational Partner's performance of obligations under this Agreement. This insurance shall apply to Educational Partner, and to any subcontractor retained by Educational Partner, and to anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

b. Any required international general liability insurance shall be in occurrence form, and shall have coverage limits of not less than One Million Dollars for each occurrence; Two Million Dollars aggregate and Two Million Dollars products/completed operations aggregate; and Two Hundred Fifty Thousand Dollars as to property damage including, but not limited to, personal injury liability, broad form property damage liability, blanket contractual liability and completed operations coverage, covering all activities of Educational Partner relating to, or arising from this Agreement. If District requires such insurance, this policy shall be endorsed, naming the District and the District's Board of Trustees, agents, and employees as additional insureds. Educational Partner is responsible for payment of all premiums, deductibles, self-insured retentions, and adjustment for losses on insurance policies required pursuant to this Agreement.

XI. Independent Contractor

a. Educational Partner shall be and act as an independent contractor for all services performed under this Agreement. Educational Partner understands and agrees that it, and all of its employees and agents, shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including but not limited to, State Unemployment Compensation or Worker's Compensation.

b. Educational Partner assumes the full and sole responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Educational Partner shall assume full responsibility for payment of all federal, state, local, and host country taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Educational Partner and its employees and agents.

c. Educational Partner agrees and understands that by performing services under this Agreement, Educational Partner and its employees are not entitled to employment with the District, nor is any express or implied employment relationship created between the District and Educational Partner.

d. Educational Partner has no authority to bind the District to a contract without the express written approval of the District's governing board.

XII. Dispute Resolution

Disputes arising from this Agreement or related in any manner to the same shall be resolved as follows:

a. Meet and Confer Requirement. In the event of any dispute, claim, question, or disagreement arising out of relating to this Agreement, and prior to initiating a claim, arbitration or any other legal action, and as a condition precedent to being entitled to file such an action, the Parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreements, consulting and negotiating with each other in good faith and recognizing their mutual interests in attempting to reach a just and equitable solution that is satisfactory to both Parties.

b. In the event the Parties are unable to resolve their dispute through the meet and confer procedure provided for herein, all disputes arising under or relating to this Agreement, whether based on contract, tort, statute, or other legal or equitable theory, shall be heard in the Superior Court, County of Orange, in the State of California.

c. This Agreement shall be interpreted and governed by the laws of the State of California, United States of America.

XIII. Miscellaneous Terms and Conditions

a. Neither District nor Educational Partner may assign their rights under this Agreement to any other party or successor in interest. This provision does not bare Educational Partner from retaining sub-contractors necessary for Educational Partner to meet their obligations arising under this or any specific educational services agreement.

b. District and Educational Partner, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.

c. This Agreement represents the entire and integrated Agreement between the District and Educational Partner regarding Educational Partner's marketing, outreach, and relationship

development Educational Partner services performed for the District in promoting District's EBUS Program. This Agreement supersedes all prior negotiations, representations, or agreements, in either written or oral form.

d. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the District or Educational Partner.

e. Neither Party shall be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract or tort (including, without limitation, negligence or strict liability) even if the Parties are advised of the likelihood or possibility of the same.

f. Educational Partner's sole and exclusive remedy in the event it makes any claim for breach of this Agreement or seeks damages under any theory of law whether based on warranty, contract or tort, including without limitation, negligence or strict liability, shall be against the District, and not its trustees, officers, agents, students, or employees of the District. No trustee, officer, agent, student, or employee shall be sued or named as a party in any such suit or action, and no judgment shall be taken against any trustee, officer, agent, student or employee. No writ of execution will be levied against the assets of any trustee, officers, agents, students or employee of the District pursuant to the terms of this Agreement. The covenant and agreement contained in this section are enforceable by the District's trustees, officers, agents, students and employees.

g. The Parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by acts of God, fire, strike, lock-out, terrorism, commandeering of materials, products, plants, or facilities by the government. Satisfactory evidence shall be presented to the District or Educational Partner to establish that the non-performance is not due to the fault or neglect of the party not performing.

h. If any provision of this Agreement is held by any Court to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.

i. Educational Partner agrees that it will not engage in unlawful discrimination in the employment of persons, nor in the selection of students, because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual preference, or age of such persons.

j. The failure of the District or Educational Partner to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by

that party of such term or condition, or prevent a subsequent similar act from constituting a violation of such term or condition.

XIV. Notice

Any notice or communication required or permitted to be given pursuant to this Agreement or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To Campus: Coastline Community College
 11460 Warner Avenue
 Fountain Valley, CA 92708
 Attn: Director, EBUS Programs

With a copy to: Coast Community College District
 1370 Adams Avenue
 Costa Mesa, CA 92626
 Attn: Vice Chancellor, Administrative Services

To Times Media: Times Media Co., Ltd.
 5F Dongin Bldg.
 826-22 Yeoksam 1-dong, Gangnam-gu
 Seoul, 135-935 Korea
 Attn: Kook Jin Kim, President

And/or to such other persons or places as either of the Parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received and signed for. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail. Wherefore, the Parties have agreed to the foregoing obligations as set forth by their written consent thereto below.

COAST COMMUNITY COLLEGE DISTRICT

TIMES MEDIA Co., Ltd.

Jim Moreno
President, Board of Trustees

Kook Jin Kim
President

Dated: _____

Dated: _____

Times Media Co., Ltd. & Coast Community College District
(Coastline Community College)

Scope of Work No. 1

**Program Service Proposal (PSP)
Education Bound United States (EBUS)**

- Client:** Times Media Co., Ltd. a Korean English Language Academy that trains college students, located at 5F Dongin Bldg., 826-22 Yeoksam 1-dong, Gangnam-gu, Seoul, South Korea.
- Client Contact:** Jinny Park, Director of Operation (82-2)562-1053: mjpark@timesmedia.co.kr
- Coastline Contacts:** Bill Kerwin, Acting Dean (001-714) 241-6161; bkerwin@coastline.edu
Laurie Melby, Program Manager (001-714) 241-6110; lmelby@coastline.edu
- Program Overview:** Provide students enrolled at Times Media – Korean Center, an American college program that includes English language assessment, academic counseling services, U.S. college preparation and acculturation workshops, and college-level courses leading toward an associate degree in business administration, economics, business economics or international business and meeting lower division transfer requirements to a United States College or University.
- Incorporation Clause:**
- All provisions of the International Contract Education Services Agreement between District and Times Media, Board approval on November 20, 2012 are incorporated into this PSP by reference herein.
- This PSP shall obligate District to perform pre-semester services in anticipation of delivery of a specified EBUS program, and shall obligate Times Media to pay District for the delivery of such services in accordance with the terms and conditions set forth in the PSP. These obligations bind District and Times Media.
- Times Media shall aggressively pursue the student recruitment for this educational program.
- Upon the execution of the Contract Education Services Agreement, this PSP shall be incorporated as a defined Scope of Work for a particular program delivery.

Scope of Work

Pre-Semester Services – Planning and preparation services such as attending recruitment activities in Seoul, Korea, securing English assessment tools, personnel and faculty recruitment, program planning, materials procurement, and any necessary arrangements that must occur in preparation for a program start. These services are billable at 20% of program fee 60 days prior to the start of a semester.

Pre-semester Services Cost: \$17,050 (for 25 student minimum)*

Instructional and Counseling Services: Spring Semester 2013 (March 2013 – June 2013)

- Instructional Program Administration and Oversight
- Coordination of all Coastline assessments and courses in association with Times Media
- Assessment Services Onsite February/March 2013 – Coastline to provide:

Times Media Co., Ltd. & Coast Community College District
(Coastline Community College)

- English language & math placement assessments of new students to determine English language proficiency for admission to Coastline and qualification for enrollment in college level transfer courses
 - Includes assessment tool
- Counseling onsite, up to 2 weeks (dates to be confirmed, CCC recommends prior to program start and after students are enrolled, pending counselor availability) – Coastline Bilingual Counselor to provide:
 - Individual student/counselor appointments for college and goal planning (minimum of 25 students and maximum of 100 students, ½ hr per student)
 - Individual student and counselor meetings via online throughout semester, as requested
 - College Preparation Workshops to assist students with college success to include study skills, college exploration, learning strategies, time management, decision making, and other success tips
- College Course Instruction Onsite, March 2013 through June 2013 – 16 weeks
 - Four transfer level general education college courses (Math C180, Econ C170, Acctg C100 and Art C101), taught by a Coastline instructor, delivered online in Seaport
 - One (1) class section minimum to accommodate up to a maximum of 25 students per section, up to four (4) class sections to accommodate 100 students.
 - Each college credit class requires 16-18 hours of instruction for each unit of college credit
- Includes 25 to 100 students enrolled in the program; with up to 25 students (online instruction) per credit bearing course based on eligibility to enroll. (Note that if 25-30 students enroll all will be in one class section.)

Spring Semester, payment 2 due within 30 days of start of program: \$34,100 (for 25 student minimum)*

Spring Semester, payment 3 due within 60 days of start of program: \$34,100 (for 25 student minimum)*

Total Cost for all above programs and services: \$85,250*

Times Media is to provide a total student head count by end of 2nd week, after students are allowed to withdraw with tuition refund.

If more than 25 students are enrolled in program, an additional per student fee of \$3410 will be added to the total program cost.

***Program Cost scale based on enrollments**

# of students	25	50	75	100
Total Pgm fee	\$85,250	\$129,300	\$172,775	\$217,400
Pre-semester fee	\$17,050	\$17,050	\$17,050	\$17,050
Payment 2	\$34,100	\$56,125	\$77,863	\$100,175
Payment 3	\$34,100	\$56,125	\$77,862	\$100,175

Times Media Co., Ltd. & Coast Community College District
(Coastline Community College)

Curriculum Plan and Admissions Requirements:

November 2012 – February 2013	March 2013 – June 2013
Student recruitment, enrollment, assessment and admissions, provided by Times Media	Intensive EFL provided, levels 3b and 4a, provided by Times Media
	Strategies for College Success (no credit, taught by Times Media faculty)
	College Courses taught by Coastline
	Math C180 – 5 units
	Economics C170 – 3 units*
	Accounting C100 – 3 units *
	Art Appreciation C101- 3 units
	Total units - 14

Curriculum is designed for the following programs:

Business Administration and Economics degrees (articulated with UC Berkeley)

Business Economics (articulated with UCLA)

International Business (articulated with CSULB and Cal Poly Pomona)

Coastline will administer English and math placement tests after conditional admission into program.

Students must test into math C180 (calculus) for admission. Note: If Students test into pre-calculus we can offer Math C170 in March '13.

Students must test into ESL level 3b or 71% or better on ACT Compass for program admission into 2 courses (math and art). Students who test into level 4a may take 3 college courses and students who test into 4b may take a full load of college courses and therefore will be allowed to take courses with *.

All coursework must be completed with a grade of "C" or higher. Students who fail a course may take it over again once they are in the US.

All courses listed above are to be taught online over a 16 week period.

Terms and Conditions:

- Coastline shall invoice Times Media in the amount of \$17, 050 60 days prior to the start of the spring semester.
- Payments are due within 30 days from the date of invoice.
- Costs for travel for visiting administration and counselor are included in this proposal.
- Schedule of classes and courses to be delivered are subject to change based on need, eligibility and as agreed upon by school and college administrators. However, every attempt will be made to offer courses outlined in proposal for prescribed program/degree plans.
- Cancellation of services prior to 90 days from the start of the each semester identified herein shall incur no cost to Times Media or payment to Coastline. Cancellation of services less than 90 days notice, and later than 60 days notice, shall be subject to an administrative charge of 20% of the total cost of that semester. Cancellation of services less than 30 days prior to the start of a given semester shall be subject to an administrative charge of 25% of the total cost for services planned for that semester.
- If CCC is unable to fulfill its contracted obligations a full refund for services unfulfilled shall be provided.

Times Media Co., Ltd. & Coast Community College District
(Coastline Community College)

District and College and Times Media agree to the foregoing terms and conditions set forth in this Program Service Proposal (PSP). Each party acknowledges obligations as set forth by their written consent thereto below.

COAST COMMUNITY COLLEGE DISTRICT

TIMES MEDIA CO., Ltd.

Jim Moreno
President, Board of Trustees

Kook Jin Kim
President

Dated: _____

Dated: _____

LEASE

FOR

THE ESPLANADE BUSINESS PARK

BETWEEN

ESPLANADE SULLIVAN LLC AND ESPLANADE TAKEYAMA LLC,

AS LANDLORD

AND

COAST COMMUNITY COLLEGE DISTRICT,

AS TENANT

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1. <u>BASIC LEASE PROVISIONS</u>	-1-
1.1 Date of Lease	-1-
1.2 Landlord	-1-
1.3 Tenant	-1-
1.4 Premises	-1-
1.5 Premises Area	-1-
1.6 Lease Term	-1-
1.7 Base Rent	-1-
1.8 Tenant's Share of Property Operating Costs	-1-
1.9 Tenant's Share of Building Operating Costs	-1-
1.10 Base Year	-2-
1.11 Security Deposit	-2-
1.12 Type of Use	-2-
1.13 Tenant's Liability Policy Limits	-2-
1.14 [Reserved]	-2-
1.15 Tenant Improvement Allowance	-2-
1.16 Address for Notices	-2-
1.17 Address for Payment of Rent	-2-
1.18 [Reserved]	-2-
1.19 Broker	-2-
1.20 Exhibits	-2-
2. <u>PREMISES</u>	-4-
2.1 Delivery of Premises	-4-
3. <u>LEASE TERM</u>	-4-
3.1 Lease Term	-4-
3.2 [Reserved]	-4-
3.3 Holding Over	-4-
3.4 Tenant's Option to Extend Term	-4-
3.5 Tenant's Option to Terminate	-4-
3.6 [Reserved]	-5-
4. <u>RENT</u>	-5-
4.1 Base Rent	-5-
4.2 Property and Building Operating Costs	-5-
4.3 General Provisions as to Rent	-7-
4.4 Payment by Landlord	-7-
4.5 Interest on Past Due Amounts	-7-

TABLE OF CONTENTS (Cont'd)

4.6	Late Payment Charge	-7-
4.7	Personal Property Taxes	-8-
4.8	Rent Control	-8-
5.	[Reserved]	-8-
6.	<u>USE</u>	-8-
6.1	Permitted Use	-8-
6.2	Restrictions on Use	-8-
6.3	Compliance with Law	-8-
6.4	Hazardous Materials	-9-
6.5	Rules and Regulations	-12-
6.6	Building and Utility Services	-12-
6.7	Use of Common Facilities	-13-
6.8	Modification to Property and Building	-13-
6.9	Signage	-14-
7.	<u>CONDITION, MAINTENANCE, REPAIRS, AND ALTERATIONS</u>	-14-
7.1	Condition of Premises	-14-
7.2	Maintenance and Repairs	-14-
7.3	Alterations	-15-
7.4	Tenant's Property	-15-
7.5	Leasehold Improvements	-15-
8.	<u>ASSIGNMENT AND SUBLETTING</u>	-16-
8.1	No Transfer Without Landlord's Consent	-16-
8.2	Procedure for Requesting Consent	-16-
8.3	Conditions of Landlord's Approval	-16-
8.4	Landlord's Right of Refusal/Termination of Lease	-17-
8.5	Recapture of Excess Rent	-17-
8.6	Security	-18-
8.7	No Release of Tenant	-18-
9.	<u>INSURANCE AND INDEMNITY</u>	-18-
9.1	Tenant's Insurance	-18-
9.2	Landlord's Insurance	-19-
9.3	Waiver of Subrogation	-19-
10.	<u>INDEMNITY AND LIMITATIONS ON LANDLORD'S LIABILITY</u>	-19-
10.1	Indemnity	-19-
10.2	Non-liability of Landlord	-20-

TABLE OF CONTENTS (Cont'd)

10.3	Survival	-21-
11.	<u>ENTRY BY LANDLORD</u>	-21-
12.	<u>DEFAULT</u>	-21-
12.1	Tenant's Default	-21-
12.2	Landlord's Remedies	-23-
12.3	No Waiver by Landlord	-24-
12.4	No Accord and Satisfaction	-24-
12.5	No Non-Mandatory Counterclaim; Waiver of Trial by Jury	-24-
12.6	Injunctive Relief	-24-
12.7	[Reserved]	-25-
12.8	Interest and Costs	-25-
12.9	Landlord's Default	-25-
12.10	Force Majeure	-25-
13.	<u>DAMAGE OR DESTRUCTION</u>	-25-
14.	<u>EMINENT DOMAIN</u>	-26-
15.	<u>FINANCING PROVISIONS</u>	-26-
15.1	Approval By Lender	-26-
15.2	Subordination and Attornment	-27-
15.3	Tenant's Estoppel Certificate	-27-
16.	<u>QUIET POSSESSION</u>	-27-
17.	<u>GENERAL PROVISIONS</u>	-28-
17.1	Notices	-28-
17.2	Waiver	-28-
17.3	[Reserved]	-28-
17.4	Time	-28-
17.5	Successors and Assigns	-28-
17.6	Recordation	-28-
17.7	Security Measures	-28-
17.8	Interpretation	-28-
17.9	Attorneys' Fees	-29-
17.10	Sale of Premises by Landlord	-29-
17.11	Authority	-29-
17.12	Brokers	-29-
17.13	No Implication of Exclusive Use	-29-

TABLE OF CONTENTS (Cont'd)

17.14	Lease Subject to Existing Encumbrances	-29-
17.15	No Light, Air or View Easement	-29-
17.16	Name of Property	-29-
17.17	Other Charges	-30-
17.18	Traffic Mitigation Measures	-30-
17.19	Landlord-Tenant Relationship	-30-

EXHIBITS

Exhibit A: Usable and Rentable Area
Exhibit B: Property and Building Operating Costs
Exhibit C: Rules and Regulations

LEASE

1. BASIC LEASE PROVISIONS.

- 1.1 **Date of Lease:** _____.
- 1.2 **Landlord:** Esplanade Sullivan LLC, a Delaware limited liability company, and Esplanade Takeyama LLC, a Delaware limited liability company
- 1.3 **Tenant:** Coast Community College District, a public educational entity
- 1.4 **Premises:** Suite G of building located at 33161 Camino Capistrano, San Juan Capistrano (the "Building"), County of Orange (the "County"), State of California (the "State"), which is part of a property known as the Esplanade Business Park (the "Property").
- 1.5 **Premises Area:** Approximately 1,958 usable square feet. (see Exhibit A)
- 1.6 **Lease Term:** Sixty (60) months beginning on November 21, 2012 (the "Commencement Date") and ending on November 20, 2017. (paragraphs 3.1 and 3.3)
- 1.7 **Base Rent:** The basic monthly rent during the lease term shall be calculated on a modified gross basis, per usable square foot, as follows:

<u>Month</u>	<u>Base Rent</u>	<u>Rental Rate</u>
11/21/12 - 01/20/13	Free Rent	
01/21/13 - 11/20/13	\$2,349.60 per month	\$1.20 PSF/MG
11/21/13 - 12/20/13	Free Rent	
12/21/13 - 11/20/14	\$2,447.50 per month	\$1.25 PSF/MG
11/21/14 - 12/20/14	Free Rent	
12/21/14 - 11/20/15	\$2,545.40 per month	\$1.30 PSF/MG
11/21/15 - 11/20/16	\$2,741.20 per month	\$1.40 PSF/MG
11/21/16 - 11/20/17	\$2,937.00 per month	\$1.50 PSF/MG

(paragraph 4.1)

- 1.8 **Tenant's Share of Property Operating Costs:** Approximately 3.32%, subject to adjustment as provided in Exhibit A. (paragraph 4.2)
- 1.9 **Tenant's Share of Building Operating Costs:** Approximately 13.90%, subject to adjustment as provided in Exhibit A. (paragraph 4.2)

- 1.10 **Base Year:** Calendar year 2013 (paragraph 4.2)
- 1.11 **Security Deposit:** None
- 1.12 **Type of Use:** Office administration and training center (paragraph 6.1)
- 1.13 **Tenant's Liability Policy Limits:** \$3,000,000.00 (paragraph 9.1)
- 1.14 [Reserved]
- 1.15 **Tenant Improvement Allowance:** None. Tenant shall accept the Premises in its "as is" condition.
- 1.16 **Address for Notices:**
- | | |
|--------------|--------------------------------------------------------------------------------------|
| To Landlord: | Oceanit Center, Suite 610
828 Fort Street Mall
Honolulu, Hawaii 96813 |
| To Tenant: | Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708-6248 |
- 1.17 **Address for Payment of Rent:** c/o America West Properties, Inc.
22541 Aspan Street, Suite H
Lake Forest, CA 92630
Attn: Eric Strauss
- 1.18 [Reserved]
- 1.19 **Broker:** Lee & Associates - Irvine and Lee and Associates - Newport Beach
- 1.20 **Exhibits:**
- | | |
|------------|---------------------------------------|
| Exhibit A: | Usable and Rentable Area |
| Exhibit B: | Property and Building Operating Costs |
| Exhibit C: | Rules and Regulations |

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE, AND EACH TERM AND PROVISION CONTAINED IN THIS LEASE AND, BY SIGNING THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT TO THE LEASE. LANDLORD AND TENANT AGREE THAT, AT THE TIME THIS LEASE IS SIGNED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND CARRY OUT THE INTENT AND PURPOSE OF LANDLORD AND TENANT AS TO THE PREMISES.

IN WITNESS WHEREOF, the parties have executed this Office Lease, consisting of paragraphs 1 through 17.19 and each of the Exhibits marked above, inclusive, all of which are incorporated in and made a part of this Lease by this reference.

TENANT

COAST COMMUNITY COLLEGE
DISTRICT,
a public educational entity

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

LANDLORD

ESPLANADE SULLIVAN LLC,
a Delaware limited liability company

By: _____
Jan N. Sullivan
Its: Manager
Date: _____

ESPLANADE TAKEYAMA LLC,
a Delaware limited liability company

By: _____
David Y. Takeyama
Its: Manager
Date: _____

MEMORANDUM OF ACTUAL COMMENCEMENT AND EXPIRATION DATES

Commencement Date: November 21, 2012 Expiration Date: November 20, 2017

2. **PREMISES.**

2.1 **Delivery of Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Premises as described in the Basic Lease Provisions. By entry on the Premises under this Lease, Tenant acknowledges that it has examined the Premises, that the Premises are in a good, clean, safe and tenantable condition, and that Tenant accepts the Premises in their present condition.

3. **LEASE TERM.**

3.1 **Lease Term.** The Lease term shall begin on the Commencement Date set forth in paragraph 1.6 of the Basic Lease Provisions and shall continue for the period of the Lease term as set forth in the Basic Lease Provisions, unless extended or terminated earlier under any provision of this Lease.

3.2 [Reserved]

3.3 **Holding Over.** Tenant understands that it does not have the right to hold over at any time and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises, as well as any damages incurred by Landlord, due to Tenant's failure to vacate the Premises and deliver possession to Landlord as required by this Lease. If Tenant holds over after the end of the Lease term with Landlord's prior written consent, then Tenant will be deemed to be a tenant from month to month, at a monthly Base Rent, payable in advance, equal to the greater of 150% of monthly Base Rent payable during the last year of the Lease term or the fair market gross rental rate for the Premises as reasonably determined by Landlord, and Tenant will be bound by all of the other terms, covenants and agreements of this Lease as the same may apply to a month-to-month tenancy. If Tenant holds over after the end of the Lease term without Landlord's prior written consent, then Tenant will be deemed a tenant at sufferance, at a daily Base Rent, payable in advance, equal to 200% of the Base Rent per day payable during the last year of the Lease term, and Tenant will be bound by all of the other terms, covenants and agreements of this Lease as the same may apply to a tenancy at sufferance.

3.4 **Tenant's Option to Extend Term.** Tenant shall have the option to extend the Lease term, subject to all the terms and conditions of this Lease, for one (1) 5-year option at the rental rate set forth in paragraph 4.1.2 ("Extension Period") by delivering to Landlord no less than one hundred and eighty (180) days and no more than two hundred and seventy (270) days before the end of the then existing Lease term a written notice to extend. Landlord may terminate Tenant's Option to Extend Lease term as provided under this paragraph 3.4 if Tenant is in default under this Lease.

3.5 **Tenant's Option to Terminate.** Tenant shall have the one-time right to terminate this Lease at any time after the first anniversary of the Commencement Date, provided Tenant is not in default under this Lease, and provided that Tenant delivers to Landlord Tenant's written notice of its irrevocable election to terminate the Lease along with payment of the unamortized costs of the

brokerage fees and free rent used which were incurred by Landlord, said notice and payment to be delivered to Landlord ninety (90) days prior to said termination date.

3.6 [Reserved]

4. **RENT.**

4.1 **Base Rent.**

4.1.1 Tenant shall pay to Landlord the Base Rent as set forth in the Basic Lease Provisions in monthly installments on the first day of each month of the Lease term. Tenant shall pay to Landlord upon the signing of this Lease the installment of the Base Rent for the first month that it is due under the terms of the Lease.

4.1.2 (a) The rent for the Extension Period shall be equal to the greater of (i) fair market rent for comparable office space within a five-mile radius of the Building, as reasonably determined by Landlord in its good faith discretion, and which shall be communicated to Tenant in writing within thirty (30) days after receipt by Landlord of Tenant's election to extend, or (ii) the annual rent then in effect for the Premises. The annual rent during the Extension Period shall be subject to such annual increases as are customary for comparable office space within a five-mile radius of the Building as reasonably determined by Landlord in its good faith discretion and communicated to Tenant concurrently with Landlord's determination of the fair market rent.

(b) Within thirty (30) days after the receipt of Landlord's determination of the fair market rent and annual increases, Tenant may rescind its election to extend the Lease term by delivering written notice to Landlord, in which event the Lease term shall terminate as otherwise provided under this Lease. If Landlord does not receive Tenant's notice of rescission of its election within the thirty (30) day period, Tenant shall be deemed to have agreed with Landlord's determination of the fair market rent and annual increases.

4.2 **Property and Building Operating Costs.**

4.2.1 In addition to the Base Rent, Tenant shall pay the Landlord as rent, Tenant's share of the Property and Building Operating Costs, as set forth in the Basic Lease Provisions, in excess of the Property and Building Operating Costs for the Base Year, as set forth in the Basic Lease Provisions. Notwithstanding the foregoing, Tenant agrees to pay to Landlord its proportionate share of actual electricity costs for the Property and Building Operating Costs.

4.2.2 Property and Building Operating Costs shall mean all of Landlord's costs and expenses relating to the use, ownership, operation, maintenance, repair and insurance of the Property and Building, including without limitation, those expenses set forth in Exhibit B. Notwithstanding anything to the contrary contained in this Lease, Property and Building Operating Costs shall not include those items so noted in Exhibit B.

4.2.3 Tenant shall pay on a monthly basis, together with the payment of the Base Rent, its share of the Property and Building Operating Costs in excess of the Property and Building Operating Costs for the Base Year. Tenant shall continue to make the monthly payments of the Property and Building Operating Costs until notified by Landlord of a change in the Property and Building Operating Costs. As soon as practicable after March 1 of each year, Landlord shall deliver to Tenant a statement showing (i) the Property and Building Operating Costs for the Property and Building for the prior calendar year and Tenant's allocable share of the Property and Building Operating Costs, and (ii) the estimated Property and Building Operating Costs for the then current year (based on the prior year's experience) and Tenant's allocable share of the estimated Property and Building Operating Costs for the then current year. Landlord's determination as to the actual Property and Building Operating Costs for the prior year shall be deemed binding on Landlord and Tenant unless Landlord receives written notice from Tenant stating in reasonable detail Tenant's disagreement with Landlord's determination within ninety (90) days after delivery of the statement referred to above. If Tenant provides such notice to Landlord, then Tenant shall have the right to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification addressed to Tenant as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Property and Building Operating by more than five percent (5%). In calculating Property and Building Operating Costs for any fiscal period, if less than ninety-five percent (95%) of the Property and Building is occupied by tenants, then the amount of the Property and Building Operating Costs shall be deemed for the purposes of this paragraph 4.2.3 to be increased to an amount equal to the like Property and Building Operating Costs which normally would be expected by Landlord to have been incurred had such occupancy been ninety-five percent (95%) during such entire period. If the total of the monthly payments which Tenant has made for the prior calendar year is less than the Tenant's share of the actual Property and Building Operating Costs for that prior year, then Tenant shall pay Landlord the difference in a lump sum within ten (10) days after receipt of the statement from Landlord together with the difference between the monthly payments made in the then current year and the amount of monthly payments which are calculated by Landlord as Tenant's share of the estimated Property and Building Operating Costs for the then current year. Any over-payment by Tenant shall be credited towards the monthly Property and Building Operating Costs next coming due. In any year in which painting, carpeting and resurfacing of the parking areas is contemplated, Landlord shall be permitted to include the anticipated cost of each such improvement, amortized over the life of the improvement as determined by Landlord's accountants, as part of the estimated monthly Property and Building Operating Costs. Even though the Lease term has ended and Tenant has vacated the Premises, when the final determination is made of Tenant's share of the Property and Building Operating Costs for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Property and Building Operating Costs previously paid and, conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. Failure of Landlord to submit statements as called for in this Lease shall not be deemed to be a waiver of Tenant's requirement to pay sums as provided in this paragraph.

4.3 **General Provisions as to Rent.** The Base Rent, Property and Building Operating Costs and all taxes, fees, costs, expenses, late charges and all other monetary payments which are to be paid by Tenant under this Lease, are sometimes together referred to in this Lease as, and for purposes of California Civil Code §1951(a) shall constitute, "rent." Any rent for any fractional month shall be prorated based on the actual number of days in that month, and for any fractional year shall be prorated based on a 365-day year. All rent shall be paid to Landlord in lawful money of the United States of America at the address shown in the Basic Lease Provisions, or to any other person or at any other place as Landlord may from time to time designate in writing. All rent shall be paid without prior demand, notice, deduction, setoff or counterclaim, except as otherwise provided in this Lease. Tenant's only recourse to resolve a dispute under this Lease shall be to a court of law, and Tenant shall have no right to offset any damages or claims against any payments due Landlord unless and until Tenant has obtained a judgment therefor by any court of competent jurisdiction. If more than two (2) times in any consecutive twelve-month period, Tenant tenders to Landlord its check in payment of any sum due under this Lease, and the check is returned for insufficient funds or similar defect by Tenant's bank, Landlord may require that during the remainder of the Lease term all sums due shall be payable by certified or cashier's check or other immediately available funds only, all at Tenant's cost. Any tender of any funds which are not immediately available shall be deemed defective, and shall be subject to notice of failure to pay rent as provided in paragraph 12.1.2.

4.4 **Payment by Landlord.** If Tenant fails to pay, when due, any tax, insurance premium or charge, lien, claim, or other expense required to be paid by Tenant under this Lease, Landlord may, at its option, pay that obligation. All reasonable costs and expenses incurred or paid by Landlord in connection with payment of that obligation shall be deemed to be additional rent under this Lease and shall be paid by Tenant to Landlord upon demand.

4.5 **Interest on Past Due Amounts.** Any amount due from Tenant to Landlord under this Lease which is not paid when due shall bear interest at the lesser of: (i) two (2) percentage points over the Bank of America, NT&SA "reference rate," or (ii) the maximum legal rate. The payment of this interest will not excuse or cure any default as to the overdue payment.

4.6 **Late Payment Charge.**

4.6.1 Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease, and that the exact amount of those costs are extremely difficult and impracticable to fix. Those costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any encumbrance and any note secured by an encumbrance covering the Premises. Therefore, if any installment of rent due from Tenant is not received by Landlord when due, Tenant shall pay to Landlord, in addition to any interest on past-due amounts contemplated by this Lease, a late payment charge equal to five percent (5%) of the late payment. Acceptance of any late charge will not constitute a waiver of Tenant's default under this Lease as to the overdue amount, or prevent Landlord from exercising any of the rights and remedies available to Landlord.

4.6.2 If a late charge becomes payable under this Lease on three (3) or more occasions during any twelve (12) month period (regardless of whether that late charge is actually collected), the rent shall thereafter, at Landlord's option, become due and payable (by cashier's check) quarterly in advance, rather than monthly, notwithstanding any provision of this Lease to the contrary.

4.7 **Personal Property Taxes.** Tenant shall pay before delinquency, all personal property taxes, assessments, license fees and public charges levied, assessed or imposed upon Tenant's operations as well as upon any trade fixtures, leasehold improvements, furnishings or equipment and all other personal property contained in or on the Premises, and Tenant shall cause this personal property to be assessed and billed separately from the Property of Landlord.

4.8 **Rent Control.** If the rent or any other payment due under this Lease violates the term of any governmental restrictions on that rent or payment, then the rent or payment due under this Lease during the period of the restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent that it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.

5. [Reserved]

6. **USE.**

6.1 **Permitted Use.** Tenant shall use the Premises only for that purpose provided in the Basic Lease Provisions, and for no other purpose. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or promise as to suitability of the Premises or of the Property and Building for the conduct of Tenant's business.

6.2 **Restrictions on Use.** Tenant shall not do or permit anything to be done in or about the Premises, nor bring or keep anything in the Premises, which is not within the permitted use of the Premises and which will in any way increase the existing premiums for or affect any fire or other insurance upon the Property and Building or any other premises within the Property and Building. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the quiet enjoyment or other rights of other tenants of the Property and Building or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Tenant shall not do anything on the Premises which will overload any existing parking or service to the Premises.

6.3 **Compliance with Law.** Tenant shall, at its expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may later be in force, and with the requirements of any board of fire underwriters or other similar bodies

now or later constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts.

6.4 Hazardous Materials.

6.4.1 For purposes of this Lease, "Hazardous Materials" shall mean and include any flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under any federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Materials on, under or about the Premises, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, and any similar state and local laws and ordinances and the regulations now or hereafter adopted, published and/or promulgated pursuant thereto (collectively, the "Hazardous Materials Laws").

6.4.2 The Tenant shall keep and maintain the Premises, including, without limitation, the groundwater on or under the Premises, in compliance with, and shall not cause or permit the Premises to be in violation of, any Hazardous Materials Laws. Tenant shall comply with all governmental regulations regarding the inventorying, labeling, disposal or other processing of Hazardous Material waste. Except as provided herein, the Tenant shall not use, generate, manufacture, treat, handle, refine, produce, process, store, discharge, release, dispose of or allow to exist on, under or above the Premises, any Hazardous Materials; provided, that Tenant may use and store at the Premises small quantities of copier toner, cleaning supplies and other customary office supplies which might be considered to be Hazardous Materials so long as the same are stored, used, and disposed of in compliance with applicable laws.

6.4.3 Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. As a condition to obtaining Landlord's consent, Tenant must demonstrate to Landlord's sole satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept, stored and disposed of in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises.

6.4.4 The Tenant shall immediately advise the Landlord in writing of (a) any and all enforcement, clean-up, removal, mitigation or other governmental or regulatory action instituted, contemplated or threatened pursuant to any Hazardous Materials Laws affecting the Premises, (b) all claims made or threatened by any third party against Tenant or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (a) and (b) above are hereinafter referred to as "Hazardous Materials Claims"), and (c) the Tenant's discovery of any occurrence or condition on the Premises or any real property adjoining or in the vicinity of the Premises which could subject the Tenant or the Premises to any restrictions on ownership, occupancy, transferability or use of the Premises under any Hazardous Materials Laws.

6.4.5 Tenant shall be solely liable and responsible for any spill, deposit, emission, disposal, release, generation, transportation, leakage, handling, management, storage, potential or actual impacts or contamination by Hazardous Material, on or around the Premises caused by Tenant that occur after, and may continue during or following, Tenant's occupancy of the Premises.

6.4.6 If Hazardous Materials have been discharged by Tenant on or around the Premises, then Landlord shall have the right, in its sole discretion, to require Tenant to perform periodically to Landlord's satisfaction (but not more frequently than annually unless an Environmental Complaint shall be then outstanding), at Tenant's expense, an environmental audit that shall comply in all material respects with the processes prescribed by the American Society for Testing and Materials and, if deemed necessary by Landlord, an environmental risk assessment of: the Premises; hazardous waste management practice; and/or hazardous waste disposal sites used by Tenant. Such audit and/or risk assessment must be by an environmental consultant satisfactory to Landlord. If Tenant fails to perform any such environmental audit or risk assessment within thirty (30) days after Landlord's request, Landlord shall have the right to retain an environmental consultant to perform such environmental audit or risk assessment. All cost and expenses incurred by Landlord in the exercise of such rights shall be deemed additional rent and payable by Tenant on demand.

6.4.7 If Tenant breaches the obligations stated in the preceding paragraphs, or if the presence of Hazardous Material on the Premises caused by Tenant results in contamination of the Premises, or if contamination of the Premises by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord, and its trustees, harmless from any and all claims made or threatened, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence

of any Hazardous Material on the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

6.4.8 At the commencement of this Lease, and on January 1 of each year thereafter (each such date being hereafter called "Disclosure Dates"), including January 1 of the year after the termination of this Lease, Tenant shall disclose to Landlord the names and amounts of all Hazardous Materials, or any combination thereof, which were stored, used or disposed of on the Premises, or which Tenant intends to store, use or dispose of on the Premises.

6.4.9 Landlord and its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right to immediately enter upon the Premises to remedy, at Tenant's cost, any contamination caused by Tenant's failure to comply notwithstanding any other provision of this Lease. Landlord shall use its best efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby.

6.4.10 To the extent Tenant is required to file any reports with the Environmental Protection Agency or any other federal, state, city or county agency having jurisdiction over the subject matter contained herein, Tenant shall concurrently provide Landlord a copy of such report.

6.4.11 Any default under this paragraph 6.4 shall be a material default enabling Landlord to exercise any of the remedies set forth in this Lease.

6.4.12 In the event Tenant does not fully perform its obligations under this paragraph 6.4, Landlord may at its option perform or cause to be performed those obligations, and recover the cost of such performance from Tenant plus fifteen percent (15%) for its administrative burden. Landlord shall have full access to the Premises, and Tenant shall fully cooperate with Landlord. Tenant shall bear full responsibility for the performance of those obligations, as Tenant should have if it had performed them itself, and shall hold harmless and indemnify Landlord from any liability, loss, cost or expense (including, without limitation, all court costs and reasonable attorneys' fees) arising from or in any way related to such cleanup.

6.4.13 Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Lease free of Hazardous Materials introduced by Tenant and in a condition which complies with all governmental statutes, ordinances, regulations and policies, recommendations of consultants hired by Tenant, and such other reasonable requirements as may be imposed by Landlord.

6.4.14 Without limitation as to the survival of any of Tenant's other obligations under this Lease, Tenant's obligations under this paragraph 6.4 shall survive termination of this Lease.

6.5 Rules and Regulations. Tenant shall comply with all reasonable rules and regulations that Landlord shall adopt and/or modify from time to time for the Property and Building, including those pertaining to the use of the common and parking areas. A copy of the initial rules and regulations is attached as Exhibit C. Landlord shall not be obligated to enforce the rules and regulations as to any tenant, and shall not be liable to Tenant for any violation of any the rules and regulations by any other tenant or occupant. If there is a conflict between any such rules and regulations and the terms of this Lease, the terms of this Lease shall govern.

6.6 Building and Utility Services. The Premises shall be supplied with (a) electricity for normal office use for lighting and for normal desk-top, office equipment and normal copying equipment subject to governmental regulation; (b) heating, ventilation, and air conditioning ("HVAC") on generally recognized business days from 7:00 a.m. to 6:00 p.m. and on Saturdays from 9:00 a.m. to 1:00 p.m., as required in Landlord's reasonable judgment for the comfortable use and occupancy of the Premises, and subject to governmental regulation; (c) water for drinking, cleaning and lavatory purposes only; (d) common area lights; (e) common area toilet room supplies; (f) janitorial service to common area restrooms; (g) exterior window washing; and (h) those other services as are customarily supplied to commercial office buildings in the County as of the date of this Lease. The cost for supplying these services shall be part of the Property and Building Operating Costs. Upon request, Landlord shall make available, at Tenant's expense, HVAC, at times other than during generally recognized business days the minimum use and cost of which shall be determined by Landlord and confirmed in writing to Tenant as the same may be changed from time-to-time at a charge equal to Landlord's cost. Landlord shall provide for the availability of telephone service, but Tenant shall have the sole responsibility for providing for telephone service to the Premises, and shall pay all costs related to this service. If Landlord incurs costs and expenses as a result of Tenant's excessive use of building and utility services as reasonably determined by Landlord, including the cost of electricity consumed on the Premises in excess of electricity required by Tenant for normal office use as reasonably determined by Landlord or by a metering device, Tenant shall pay on demand, as additional rent, the cost for those additional services (or excess electricity). No interruption, reduction or malfunction of services provided under this paragraph 6.6, for whatever reason, shall constitute an eviction of Tenant's use of the Premises, or a breach by Landlord of any of its obligations under this Lease, or shall render Landlord liable for damages or entitle Tenant to be relieved from any of its obligations under this Lease; provided, that if such interruption, reduction or malfunction continues for more than five (5) business days, then the Base Rent shall be reduced to the extent and for as long as the same interferes with the business carried on by Tenant in the Premises. In the event of any such interruption, reduction or malfunction, Landlord shall use reasonable efforts to restore this service.

6.7 Use of Common Facilities.

6.7.1 The common and parking areas adjoining the Building shall be available for the nonexclusive use of Tenant in common with Landlord and with other present and future owners, tenants and their agents, employees, customers, licensees and sub-tenants, during the Lease term, provided that the condemnation or other taking by a public authority, or sale in lieu of condemnation, of all or any part of the common and parking areas shall not constitute a violation of this covenant. Tenant's use of the common and parking areas shall be subject to the rules and regulations referred to in paragraph 6.5, including observing the designation of parking spaces. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of the parking area or areas, provided that the parking areas shall at all times be at least substantially equal or equivalent to that existed before the change. Subject to paragraph 6.7.2, Landlord further reserves the right in its absolute discretion to impose reasonable parking charges as to the parking areas. Tenant's right to use the common and parking areas may be revoked by Landlord upon Tenant's default by written notice to Tenant, except for that portion of the common areas necessary for access to the Premises which Tenant may continue to use until this Lease is terminated.

6.7.2 Landlord shall maintain the common and parking areas in a good condition and repair. Currently, there are three (3) parking spaces per one thousand (1000) square feet of Usable Area within the Building designated for the tenant's use. Tenant shall be provided parking free of charge throughout the initial Lease term. All expenses incurred by Landlord in connection with the common and parking areas shall be Property and Building Operating Costs under paragraph 4.2.2. Nothing contained in this Lease shall be deemed to create any liability on the part of Landlord for any damage to the motor vehicles of customers, clients or employees, or from loss of property taken from the motor vehicles. Landlord may close any common or parking areas for repairs or alternations, to discourage non-tenant parking, or for any other reason deemed sufficient by Landlord.

6.7.3 If a parking surcharge or regulatory fee, however designated, is imposed upon or levied or assessed against the Property on account of the parking spaces by any governmental agency or authority, Landlord may, at Landlord's option, institute a system of pay parking charging either the occupants of the Property or those persons parking in the parking area, as Landlord may in its judgment decide and as permitted by the governmental agency or authority and, in such event, the proceeds of that system will be used to pay any surcharge or fee and the cost of implementing and administering the system. Tenant shall comply with any rules and regulations established by Landlord relating to any surcharge.

6.8 **Modification to Property and Building.** Landlord may from time to time, in its sole discretion, and without obtaining the consent of Tenant, make any modifications, alterations, deletions and improvements to the Property and Building as Landlord may deem necessary or desirable, without compensation or notice to Tenant, provided that those modifications shall not

impair access to the Premises or interfere with Tenant's quiet use and enjoyment of the Premises for the purposes permitted by this Lease.

6.9 **Signage.** Tenant shall be responsible for all costs of any sign painted or affixed to Tenant's Premises. Such signage must conform to Building standards and Tenant must receive the written consent of the Landlord prior to its installation. Tenant shall obtain all necessary governmental permits for such signage at Tenant's expense. Landlord may develop uniform signage for the entire Building and all costs for conforming Tenant's signage shall be at the expense of the Tenant. Landlord shall provide standard building directory signage for Tenant.

7. **CONDITION, MAINTENANCE, REPAIRS, AND ALTERATIONS.**

7.1 **Condition of Premises.** Upon Tenant taking possession of the Premises as provided in paragraph 2.1 above, Tenant shall be deemed to have accepted the Premises in its condition existing as of the Commencement Date, in an "As-Is" condition, subject to completion of the punch-list items. Tenant acknowledges that, except as expressly set forth in this Lease, neither Landlord nor Landlord's agent has made any representation or warranty as to the present or future suitability of the Premises for the conduct of Tenant's business. Tenant further acknowledges that, except as expressly set forth in this Lease, neither Landlord nor Landlord's agent has made any representation or warranty and Landlord disclaims any representation or warranty, as to the physical condition of the Premises or anything installed or contained therein, including, but not limited to, any express or implied warranty of habitability, merchantability or fitness for a particular purpose.

7.2 **Maintenance and Repairs.**

7.2.1 Landlord shall maintain, including making all necessary repairs and replacements, the structural portions of the Premises and Building, which shall include, without limitation, the foundations, bearing and exterior walls (excluding glass), subflooring, structural ceilings and roof (excluding skylights), the unexposed electrical and plumbing systems, including without limitation, those portions of the systems lying outside the Premises, exterior walls (excluding glass), window frames, gutters and down spouts on the Building and the HVAC system. The cost of this maintenance shall be considered "Property and Building Operating Costs" for purposes of paragraph 4.2.2. Landlord shall not be liable for the failure to make any repairs or to perform any maintenance unless that failure persists for an unreasonable time after receipt by Landlord of written notice from Tenant of the need of the repairs or maintenance. Except as provided in paragraph 13 of this Lease, there shall be no abatement of rent or off-set, and Landlord shall not be liable by reason of any injury to or interference with Tenant's business arising from Landlord's acts under this paragraph. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or later in effect, including without limitation, California Civil Code Sections 1932, 1933, 1941 and 1942.

7.2.2 Except as provided above, Tenant shall, at its cost, maintain the Premises in good order and condition, and make all repairs required by Tenant's use and conduct to the non-

structural portion of the Premises, whether or not such portion of the Premises requiring repair, or the means of repairing the same are reasonably or readily accessible to Tenant, including without limitation, walls, floor coverings, interior acoustical ceilings, interior doors, interior windows and fixtures, including interior lights, plugs, data receptacles and ceiling tiles. Notwithstanding the foregoing, Tenant shall be responsible for the cost of repair of damage to the Property and Building and to the Premises caused by the negligence or wrongful conduct of Tenant, its agents, employees or invitees. Except as provided in paragraph 7.3, Tenant shall, upon the expiration or earlier termination of this Lease, surrender the Premises to Landlord in the same condition as it existed at the beginning of the Lease term, ordinary wear-and-tear excepted.

7.3 Alterations. Tenant shall not make any alterations, additions or improvements to the Premises ("Alterations") without first obtaining the written consent of Landlord. If Tenant makes any alterations, without Landlord's prior approval Landlord may require Tenant to remove any or all of such alterations at Tenant's expense. As a condition to obtaining Landlord's consent, Tenant shall provide Landlord with a complete set of plans and specifications (in bid form) for the Alterations. Before beginning the construction of the Alterations, the contractor constructing the Alterations must be approved by Landlord, Tenant shall secure all applicable governmental permits and approvals, and Tenant shall deliver to Landlord evidence of such insurance coverage as may be reasonably required by Landlord. The Alterations shall be completed at Tenant's cost, with due diligence and in substantial conformance with the plans and specifications approved by Landlord. Tenant shall keep the Premises and the Property and Building free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to one hundred and fifty percent (150%) of the estimated cost of any Alterations. Any Alterations shall become a part of the realty and shall be surrendered with the Premises upon expiration or termination of this Lease, except that if designated in writing by Landlord at the time Landlord gives its consent to the making of the Alterations, Tenant shall remove at Tenant's cost any Alterations designated by Landlord to be removed and shall repair any damage to the Premises caused by this removal.

7.4 Tenant's Property. All personal property located in the Premises and acquired by or for the account of Tenant, which can be removed without material damage to the Premises (collectively sometimes called "Tenant's Property"), shall be and remain the property of Tenant and, except as otherwise prohibited by this Lease, may be removed by Tenant at any time during the Term; provided, however, that if any of Tenant's Property is removed, Tenant shall pay the cost of repairing any damage to the Premises resulting from such removal. Any of Tenant's Property remaining in the Premises at the expiration of the Lease term will be conclusively deemed to have been abandoned by Tenant and may be appropriated, stored, sold, destroyed or otherwise disposed of by Landlord without notice or obligation to account to or compensate Tenant, and Tenant will pay Landlord on demand all costs incurred by Landlord relating to such abandoned property.

7.5 Leasehold Improvements. Subject to paragraph 7.3 above, all fixtures, equipment, improvements and appurtenances attached to or built into the Premises, whether or not by or at the

expense of Tenant, and any carpeting or other personal property in the Premises (other than Tenant's Property) as of the date Tenant commences to pay Base Rent installed by Landlord (collectively, "Leasehold Improvements"): (a) shall be and remain a part of the Premises; (b) shall be deemed the property of Landlord; and (c) shall not be removed by Tenant.

8. ASSIGNMENT AND SUBLETTING.

8.1 No Transfer Without Landlord's Consent. Tenant shall not, voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest in this Lease, and shall not sublet all or any part of the Premises or any right or privilege appurtenant to the Premises, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use all or any part of the Premises (all or any of these actions are referred to as a "Transfer"), without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld. Any Transfer without the Landlord's consent shall be void, and shall, at the option of the Landlord, constitute a default under this Lease. If Tenant is a corporation, partnership, or association, the sale, pledge, hypothecation, assignment, or other transfer of more than fifty percent (50%), in total, of the legal or equitable ownership of Tenant during the Lease term shall constitute a Transfer. Regardless of Landlord's consent, no Transfer shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant under this Lease. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer, and shall not, in any manner, relieve Tenant of any liability under this Lease. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease. Notwithstanding anything to the contrary herein, Tenant shall have the right to assign this Lease to the County of Orange, or designee, under the same terms and conditions subject to Landlord's approval (not to be unreasonably withheld) of the then current financials of the County of Orange or designee.

8.2 Procedure for Requesting Consent. If Tenant desires at any time to effect an Transfer, it must first notify Landlord in writing ("Notice of Transfer") of: (i) the name of the third party concerned; (ii) the nature of the third party's business proposed to be carried on in the Premises; and (iii) the terms and provisions of the proposed Transfer. In addition, Tenant shall furnish to Landlord, all financial information as Landlord may reasonably request concerning the third party, including without limitation, a current financial statement, balance sheet and profit and loss statement, and the last year's income tax return executed under penalty of perjury and prepared in a complete, true and correct manner in reasonable compliance with generally accepted accounting and tax principles. Submission to Landlord by Tenant of an executed document evidencing the Transfer purporting to make a Transfer subject to Landlord's approval shall constitute a request for Landlord's approval under this paragraph.

8.3 Conditions of Landlord's Approval. As conditions precedent to Landlord's consent to a Transfer, Landlord may require any or all of the following: (i) Tenant shall remain fully liable under this Lease during the unexpired Lease term; (ii) following receipt by Tenant of a reasonably detailed invoice, Tenant shall pay to Landlord all reasonable costs and expenses incurred by

Landlord in connection with any assignment or sublease, including, but not limited to, review by and consultation with Landlord's legal counsel, securing credit reports, and the like, to reimburse Landlord for the cost of the review, processing and documentation of this request, provided, that Tenant shall not be obligated to pay to Landlord more than Three Thousand Dollars (\$3,000.00) on account of such costs and expenses; (iii) if Tenant's Transfer provides for the receipt by, or on behalf of Tenant of any consideration of any kind whatsoever in excess of the rent and other charges due Landlord under this Lease, Tenant shall pay this excess to Landlord as provided in paragraph 8.5; (iv) any Transfer shall be effected on forms reasonably approved by Landlord as to the form and substance; (v) Tenant shall not then be in default under this Lease in any respect; (vi) the third party shall agree in writing to assume, be bound by and perform all of the terms, covenants and conditions of this Lease which could be reasonably construed as applicable to that third party; (vii) the third party's proposed use of the Premises shall be permissible under this Lease and shall be consistent and compatible with other tenants in the Property; (viii) Landlord shall not be bound by any provision of any agreement pertaining to Tenant's Transfer; and (ix) Tenant shall deliver to Landlord one fully executed original copy of any and all written instruments evidencing or relating to the Transfer.

Tenant agrees and acknowledges that the above conditions imposed upon the granting of Landlord's consent are reasonable, and Landlord's impositions of the conditions shall under no circumstances impair or limit Landlord's rights and remedies under California Civil Code Section 1951.4 or any related, successor or similar provision of law.

8.4 Landlord's Right of Refusal/Termination of Lease. Notwithstanding any other provision in this Lease, in lieu of giving its consent to a Transfer, Landlord may, in its sole and absolute discretion, elect to: (i) construe the proposed Transfer as an offer to Landlord to sublease from Tenant, which may be accepted at any time within thirty (30) days after receipt by Landlord of the Notice of Transfer, and if so accepted, the transfer to Landlord shall automatically be deemed consummated on all of the terms and conditions set forth in the Notice of Transfer (except that Landlord may further assign or otherwise transfer this interest without Tenant's review or consent); or (ii) terminate this Lease (or in the case of a proposed subletting or assignment of a portion of the Premises, elect to terminate this Lease as to that portion) upon thirty (30) days' prior notice, and release Tenant from any liability under the Lease (or to that portion of the Premises involved) accruing after the effective date of the termination

8.5 Recapture of Excess Rent. In the event of any permitted assignment or sublease for which Tenant shall receive consideration, Tenant shall pay Landlord upon demand one-half of the amount of such consideration, whether in the form of purchase price, lease premium, increased rental or percentage rental, payment for goodwill or otherwise and computed in accordance with generally accepted accounting principles. Landlord's share will be based on the gross amount of consideration less any real estate brokerage or finder's commissions or fees payable in connection with such assignment or subletting and less legal fees and costs, tenant improvement allowances and rent concessions or free rent paid or made by Tenant. In the case of a sublease, Landlord may require that Tenant evidence Landlord's right to share increased rent by amending this Lease to increase the rent provided hereunder.

8.6 **Security.** Tenant irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any subletting of all or a part of the Premises as permitted by this Lease, and Landlord, as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease; except that until the occurrence of an act of default by Tenant, Tenant shall have a license to collect such rent, which license shall be revoked without further notice upon Tenant's default under this Lease.

8.7 **No Release of Tenant.** If this Lease is assigned, Landlord may collect rent from the assignee and apply the net amount collected to the rent herein reserved, but no such assignment shall be construed as a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

9. **INSURANCE AND INDEMNITY.**

9.1 **Tenant's Insurance.**

9.1.1 Tenant, at its cost, shall maintain: (a) a Comprehensive/Commercial General Liability insurance policy, including Broad Form Comprehensive General Liability endorsement (or its equivalent) with a single combined liability limit as provided under paragraph 1.12 of the Basic Lease provisions, insuring against all liability of Tenant and its agents and invitees arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant to the Premises, including without limitation, the indemnity provisions under paragraph 10; (b) a policy of standard fire and extended coverage insurance with vandalism endorsements and "all risk" coverage (including malicious mischief and sprinkler leakage) on all of Tenant's personal property, improvements and alterations in or about the Premises, to the extent of at least ninety percent (90%) of their full replacement value; and (c) business interruption insurance of such type and amount sufficient to pay all rent and other sums due under this Lease for a period of at least twelve (12) months; (d) workmen's compensation insurance to the extent required by law; and (e) any other form of insurance Landlord reasonably may require from time to time, in form and amounts and for insurance risks against which a prudent tenant of comparable size in a comparable business would protect itself. Nothing herein shall in any manner limit the liability of Tenant for non-performance of its obligations or for loss or damage for which Tenant is responsible. The insurance carried by Tenant shall not limit the liability of the Tenant under this Lease. Not more frequently than once each three (3) years, if in the opinion of Landlord's lender or of the insurance broker retained by Landlord, the amount of general liability insurance coverage is not adequate, Tenant shall increase the insurance coverage as required by either Landlord's lender or Landlord's insurance broker.

9.1.2 All insurance required to be carried by Tenant under this Lease shall insure Tenant and, as additional insured parties, Landlord and such other person or persons as Landlord shall designate to Tenant who have an insurable interest in the Premises. Any claim for loss under

the insurance policies shall be payable notwithstanding any act, omission, negligence, representation, misinterpretation or other conduct or misconduct of Tenant which might otherwise cause cancellation, forfeiture or reduction of such insurance. All such insurance policies: (a) shall be issued by reputable companies authorized to do business, operating in the State of California and rated A-X or better in Best's Insurance Guide; (b) shall be subject to the prior approval of Landlord (which approval shall not be unreasonably withheld) as to form, as to substance and as to insurer; (c) shall not provide for a deductible without the prior written consent of Landlord (which consent shall not be unreasonably withheld), and if Landlord consents to deductible, Tenant shall be liable for payment of any such deductible in the event of any casualty; (d) shall contain appropriate cross-liability endorsements denying Tenant's insurers the right of subrogation against Landlord and its agents, employees and representatives as to risks covered by such insurance, without prejudice to any waiver or indemnity provisions applicable to Tenant and any limitation of liability provisions applicable to Landlord hereunder, of which provisions Tenant shall notify all insurance carriers; (e) shall contain a provision whereby each insurer agrees to give Landlord at least thirty (30) days prior written notice in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance; and (f) shall be written as primary insurance and endorsed as not contributing with, and not in excess of, any coverage carried by Landlord. On or before the Commencement Date, Tenant shall furnish Landlord with certificates evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to Landlord at least thirty (30) days prior to the expiration date of such insurance.

9.1.3 If Tenant fails to acquire the insurance required under this paragraph 9.1, to pay the premiums for the insurance, or to deliver required certificates or policies, Landlord may, in addition to any other rights and remedies available to Landlord, acquire such insurance and pay the requisite premiums such insurance which premiums shall be payable by Tenant to Landlord immediately upon demand.

9.2 **Landlord's Insurance.** Landlord shall obtain and keep in force during the Lease term a policy of standard fire and extended coverage insurance covering the Property and a comprehensive/commercial general liability insurance with such limits as required by any lender or ground lessor. Tenant acknowledges that Tenant has no right to receive any proceeds from any insurance policies carried by Landlord.

9.3 **Waiver of Subrogation.** Landlord and Tenant mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with this waiver.

10. **INDEMNITY AND LIMITATIONS ON LANDLORD'S LIABILITY.**

10.1 **Indemnity.** Tenant, as a material part of the consideration to Landlord for this Lease, will and does hereby assume all risk of bodily injury, wrongful death and/or property damage occasioned by any accident or nuisance made or suffered in the Premises and not caused by

Landlord's gross neglect or willful act, or resulting from any failure on the part of Tenant to maintain the Premises in a safe condition or by reason of the use, occupancy and enjoyment of the Premises by the Tenant or any person thereon or holding under Tenant. Tenant hereby waives all claims in respect thereof against the Landlord and its officers, directors, trustees, partners, employees, agents, licensees, contractors and invitees (as used in this paragraph the term Landlord shall include all such persons), except to the extent caused by the gross neglect or willful act of Landlord. Tenant hereby agrees to indemnify and save harmless the Landlord from and against any and all claims, loss, cost and liability for bodily injury, wrongful death and/or property damage suffered by any persons (including, without limitation, Tenant's employees) arising out of, caused or occasioned by, or resulting from any accident, fire or nuisance in the Premises, or failure to maintain the Premises, except where such injury, death or damage is caused by the willful act or gross neglect of the Landlord or the failure of the Landlord after reasonable written notice, to repair any structural defect. Without limitation, Tenant will indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of any work or thing whatsoever done by Tenant or Tenant's employees in or about the Premises, or from transactions of Tenant concerning the Premises, and will further indemnify and save Landlord, harmless against and from any and all claims arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant or Tenant's employees, and shall reimburse Landlord the reasonable costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. Tenant further agrees that in case of any claim, demand, proceeding, action or cause of action, threatened or actual, against Landlord, Tenant shall defend Landlord at Tenant's expense by counsel reasonably satisfactory to Landlord as the case may be. If Tenant does not provide such defense, then Tenant will reimburse Landlord as aforesaid, and agrees to cooperate with Landlord in such defense, including, but not limited to, the providing of affidavits and testimony upon request of Landlord.

10.2 Non-liability of Landlord. Tenant, as a material part of the consideration to Landlord for this Lease, will and hereby does assume all risk of loss or damage to furniture, fixtures, supplies, merchandise, and other property, by whomsoever owned, stored or placed in, upon or about the Premises, and does hereby agree that the Landlord will not be responsible for loss or damage to any such property, unless caused by the willful act or gross neglect of Landlord, and, except where caused by Landlord's willful act or gross neglect, waives all claims in respect thereof against Landlord. Tenant hereby agrees to indemnify and save Landlord harmless from and against any and all claims for such loss or damage, other than damage caused by the willful act or gross neglect of Landlord or the failure of Landlord after reasonable written notice to replace any structural defect. Without prejudice to the generality of the foregoing, Landlord shall not be liable for any damage to any property entrusted to Landlord, nor for damage to any property at any time stored or kept in the Premises or any other part of the Property and Building, arising from rain or from any other water which may leak, issue or flow from any part of the Property and Building, or from the pipes or plumbing from the same or any other place or quarter, nor for any damage to property in the Property and Building caused by theft or for damage of any character arising out of defects of construction

of the Property and Building, the Premises or any machinery, equipment, electrical wiring or facility therein or failure or breakdown thereof, or from lack of repair or proper Tenant operation of the same. Except for Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for any injury to Tenant's business or any loss of income from Tenant's business or for any damage or injury to the person or property of Tenant, its employees, agents or invitees, from any cause whatsoever, including without limitation, from any act or omission of any other tenant in the Property, or from the exercise of Landlord's rights under paragraph 11, or from any damage to any motor vehicle of Tenant, its customers, employees, or agents, or from any risks covered by Tenant's insurance under paragraph 9.1. Neither Landlord nor its trustees, officers, directors, partners, employees or agents, shall be liable for interference with the light, air, or for any latent defect in the Premises.

10.3 **Survival.** The provision of this paragraph 10 shall survive the termination of this Lease as to any damage, injury or death occurring before such termination.

11. **ENTRY BY LANDLORD.** Landlord and its representatives, shall have the right at all reasonable times to enter the Premises to inspect the Premises; to submit the Premises to prospective purchasers, lenders or tenants; to post notices of non-responsibility; to repair, maintain, improve and restore the Premises and any portion of the Property and Building of which the Premises are a part that Landlord may deem necessary or desirable, and may for that purpose erect scaffolding and other necessary structures where reasonably required, but providing that the entrance to the Premises shall not be unreasonably blocked and that the business of the Tenant shall not be unreasonably interfered with. Tenant shall not be entitled to any abatement of rent by Landlord exercising its rights under this paragraph. To exercise its rights under this paragraph, Landlord shall have a key(s) which will unlock all of the doors in the Premises, excluding Tenant's vaults, safes and files. Any entry to the Premises obtained by Landlord as provided in this paragraph shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from all or any portion of the Premises. Landlord shall have the right to use any and all means which Landlord may deem proper to enter the Premises in an emergency.

12. **DEFAULT.**

12.1 **Tenant's Default.** The occurrence of any one or more of the following shall constitute a "default" of this Lease and material breach of this Lease by Tenant.

12.1.1 The abandonment of the Premises by Tenant.

12.1.2 The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant under this Lease, as and when due, where this failure continues for a period of five (5) days after receipt of written notice by Landlord to Tenant. Landlord serving Tenant with the required statutory notice under the applicable unlawful detainer statute shall also constitute the notice required under this paragraph.

12.1.3 A Transfer contrary to the provisions of paragraph 8.

12.1.4 The failure by Tenant to observe or perform any provision of this Lease, other than described in paragraph 12.1.2 above, where the failure continues for a period of thirty (30) days after receipt of written notice by Landlord to Tenant. Landlord serving Tenant with the required statutory notice under the applicable unlawful detainer statute (and allowing thirty (30) days to cure) shall also constitute the notice required under this paragraph. If, however, the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences to cure the default within the thirty (30) day period and thereafter diligently prosecutes the cure to completion. The thirty (30) day period in this paragraph 12.1.4 shall not apply to a breach by Tenant under paragraph 15.3 (Tenant's Statement) of this Lease.

12.1.5 (i) If Tenant is generally not paying its debts as they become due; (ii) if a writ of attachment or execution is levied on this Lease or on any of Tenant's personal property located within the Premises; (iii) if Tenant makes a general assignment for the benefit of creditors, or provide for an arrangement, composition, extension or adjustment with its creditors; (iv) if Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the Federal Bankruptcy Laws or other insolvency laws is filed and is not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding-up of corporations which may apply to Tenant any court of common jurisdiction assumes jurisdiction, custody or control of Tenant or of any substantial part of its property and that jurisdiction, custody or control remains in force, unrelinquished, unstayed, or unterminated for a period of forty-five (45) days; (v) if, in the proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed or takes possession with authority to take charge of the Premises or Tenant's property for the purpose of enforcing a lien against that Property; or (vi) if Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in this paragraph 12.1.5, then upon occurrence of any of the acts or events described in this paragraph 12.1.5, or upon Tenant's failure to notify Landlord of any action Tenant intends to take under Federal Bankruptcy Laws at least five (5) days before that action is taken, this Lease shall automatically and immediately terminate without further action of any party being required, and without prejudice to any other rights Landlord may have against Tenant on account of that termination.

12.1.6 The discovery by Landlord that any financial statement given to Landlord by Tenant, or any subtenant, assignee or successor-in-interest of Tenant, or any guarantor of Tenant's obligations under this Lease, or any of them, was materially false.

12.1.7 If any guarantor of this Lease defaults under any guaranty of this Lease, or shall or attempts to repudiate or revoke any such guaranty or any obligation under such guaranty; or the occurrence of any event described in Paragraph 12.1 above as to any guarantor of this Lease (as if paragraph 12.1 refers to the guarantor in place of Tenant).

12.2 Landlord's Remedies. Landlord shall have the following remedies, which are not exclusive, and which are in addition to remedies now or later allowed by law or in equity:

12.2.1 Enter upon and take possession of the Premises without terminating this Lease or otherwise relieving Tenant of any obligations under this Lease. In this event, Landlord shall have the right to remove all persons and property from the Premises, and store the property in a public warehouse or elsewhere at the cost and risk of and for the account of Tenant. All such persons shall surrender possession of the Premises. In removing and storing the furniture and property, Tenant shall indemnify and save Landlord harmless from any loss, costs, damages or liability occasioned thereby. No such entry shall be considered or construed to be a forcible entry; or

12.2.2 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. Except as otherwise specifically provided in this Lease, no act by Landlord other than giving notice to Tenant shall terminate this Lease. On termination, Landlord shall be entitled to recover from Tenant: (1) the worth at the time of the award of the unpaid rent that had been earned at the time of termination of this Lease; (2) the worth at the time of the award of the amount by which the unpaid rent which would have been earned after the date of termination of this Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (3) the worth at the time of the award of the amount by which the unpaid rent for the balance of the Lease term after the time of award exceeds the amount of rent loss that Tenant could have been reasonably avoided; and (4) any other amount necessary to compensate Landlord for all detriment caused by Tenant's default. "The worth," as used in clauses (1) and (2) of this paragraph 12.2.2 is to be computed by allowing interest at the maximum rate an individual is permitted to charge by law or ten percent (10%), whichever is greater. "The worth" as used in item (3) of this paragraph 12.2.2 is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award; or

12.2.3 Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. Until Landlord elects to terminate this Lease (as specifically provided in paragraph 12.2.2 above), Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges as may become due under this Lease after Tenant's default (less any rent received from reletting). During the period Tenant is in default, Landlord can enter the Premises and relet all or any part of the Premises to third parties for Tenant's account, whether for a shorter or longer period than the remaining Lease term. As long as Landlord does not terminate Tenant's right to possession of the Premises, Tenant may Transfer (as that term is defined in paragraph 8) the Premises, and notwithstanding the provisions of paragraph 8.1, Landlord's consent to a proposed Transfer shall not be unreasonably withheld; or

12.2.4 Cure Tenant's default (but without any obligation to do so), for the account of and at the expense of Tenant, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the later of: (a) ten (10) days from the date Landlord

gives Tenant notice of its intention so to do; or (b) the expiration of the applicable grace period provided in this Lease for cure of such default; or

12.2.5 Pursue any other remedy now or later available to Landlord under the laws or judicial decisions of the state in which the Property is located, including without limitation, costs of recovery and possession of the Premises, expenses of reletting (including necessary renovation and alteration of the Premises), a portion of any leasing commission paid by Landlord and applicable to the unexpired Lease term, and all court, attorney and collection costs.

12.3 **No Waiver by Landlord.** No failure by Landlord to insist upon the strict performance or observance of any term, covenant, condition or provision to be performed or observed by Tenant under this Lease, and no failure by Landlord to exercise any right or remedy consequence upon the occurrence of a default under this Lease, and no acceptance of full or partial rent following the occurrence of a default under this Lease shall constitute a waiver of any such term, covenant, condition or provision or of any right or remedy consequent upon the occurrence of such default.

12.4 **No Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than rent payment herein stipulated shall be deemed to be other than on account of rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction (unless Landlord expressly agrees to an accord and satisfaction in a separate agreement duly accepted by Landlord's appropriate officer or officers), and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease. Landlord may receive and retain, absolutely and for itself, any and all payments so tendered, notwithstanding any accompanying instructions by Tenant to the contrary, and any such payment shall be treated by Landlord at its option as being received solely on account of any amounts due and owing Landlord, including rent, and to such items and in such order as Landlord in its sole discretion shall determine.

12.5 **No Non-Mandatory Counterclaim; Waiver of Trial by Jury.** If Landlord commences any summary proceedings or an action for nonpayment of rent, Tenant shall not interpose any non-mandatory counterclaim of any nature or description in any such proceedings or action. Tenant and Landlord both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease or any of its provisions.

12.6 **Injunctive Relief.** In the event of any failure to perform or observe, or any threatened failure to perform or observe, any of the terms, covenants, conditions or provisions to be performed or observed by Tenant under this Lease, Landlord shall be entitled to enjoin such failure or threatened failure and shall have the right to invoke any right or remedy allowed at law or in equity or by law or otherwise; provided, however, that this Lease shall be terminated only in the manner set forth in paragraph 12.2.2 above.

12.7 [Reserved]

12.8 **Interest and Costs.** Tenant shall indemnify Landlord against all costs and charges (including legal fees) lawfully and reasonably incurred in enforcing payment thereof, and in obtaining possession of the Premises after the default of Tenant or upon expiration or earlier termination of the Lease term or in enforcing any covenant, proviso or agreement of Tenant contained in this Lease. Any costs or expenses incurred by Landlord, including reasonable attorneys' fees, involved in collection or endeavoring to collect all or any part of the rent or any part thereof or enforcing or endeavoring to enforce any rights against Tenant, including the rights set forth in this paragraph 12, or curing or endeavoring to cure any default of Tenant, under or in connection with this Lease, or pursuant to law, including any such cost, expense or disbursement involved in instituting and prosecuting summary proceedings, shall be due and payable within ten (10) days of Landlord's demand therefor as rent.

12.9 **Landlord's Default.** Landlord shall not be in default of this Lease unless it fails to perform any required obligation within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises or to the landlord of any ground lease covering the Premises, whose name and address shall have previously been furnished to Tenant in writing, specifying the nature of Landlord's failure to perform. If, however, the nature of Landlord's obligation is such that more than the thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences to cure the default within the 30-day period and thereafter diligently prosecutes the cure to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default, and Tenant's remedies shall be limited to damages and/or an injunction. It is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of Landlord's interest in the Building and the Property and the income actually received on account of Landlord's interest in the Building and in the Property, and neither Landlord nor of any of the trustees which comprise Landlord, if any, shall have any personal liability whatsoever to satisfy any judgment.

12.10 **Force Majeure.** Notwithstanding anything in this Lease to the contrary, neither party shall be chargeable with, liable for or responsible to the other for anything or in any amount for any failure to perform or delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God or public enemy, actions, restrictions, limitations, or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes, or lockouts or any other cause, whether similar or dissimilar to the foregoing, which is beyond its reasonable control and any such failure or delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease; provided, that said causes shall in no event excuse a party's obligations to pay any sum of money.

13. **DAMAGE OR DESTRUCTION.** If the Premises or the Property are damaged by fire or other casualty covered by the fire and extended coverage insurance maintained by Landlord, Landlord shall repair the damage, provided the cost of repair is less than ten percent (10%) of the

full replacement cost of the Premises or the Property. If the cost of repair is ten percent (10%) or more of the full replacement cost, or if the damage is by a casualty not covered by Landlord's insurance, then Landlord shall have the option, in its sole and absolute discretion to either (1) repair or restore the damage with this Lease continuing in full force and effect and with the Base Rent proportionately reduced based to the extent to which the destruction interferes with the business carried on by Tenant in the Premises, or (2) give notice to Tenant at any time within sixty (60) days after the damage, terminating this Lease as of the date specified in the notice, which date shall be no more than thirty (30) days after the giving of the notice. If Landlord elects to repair the damage, the Base Rent shall during the course of such repair be allotted in proportion to the degree to which Tenant's use of the Premises is materially impaired. If Landlord terminates this Lease, all interest of the Tenant in the Premises shall terminate on the date specified in the notice and the Base Rent, reduced to the extent, if any, the damage interfered with the business carried on by the Tenant in the Premises, shall be paid through the date of the termination. Landlord shall not be required to repair any injury or damage, or to make any repairs or replacements of, any leasehold improvements, fixtures, or other personal property of Tenant. This paragraph is Tenant's only remedy in the event of damage or destruction, and Tenant waives the benefit of California Civil Code Sections 1932(2) and 1933(4). Notwithstanding the foregoing, Landlord shall not have any obligation to repair or restore the damage if it is the result of any casualty occurring during the last twenty-four (24) months of the Lease term.

14. **EMINENT DOMAIN.** If the Premises or more than twenty-five percent (25%) of the Property are taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party shall have the right, at their option, within sixty (60) days after the taking or appropriation, to terminate this Lease upon thirty (30) days written notice. A voluntary sale by Landlord to any public or quasi-public body, agency or person having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking by eminent domain. If this Lease is not terminated as provided in this paragraph, then the Base Rent shall be reduced to the extent the taking or appropriation interferes with the business carried on by Tenant in the Premises and Landlord shall restore the Premises and the Property, but only to the extent of the condemnation proceeds actually received. In the event of any taking, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be and remain the exclusive property of Landlord, and Tenant assigns all of its right, title and interest in and to any such award, judgment or settlement to Landlord. Tenant, however, shall have the right, to the extent that the same shall not reduce or prejudice Landlord's award, to claim from the condemning authority, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for moving expenses and damage to Tenant's Property or business.

15. **FINANCING PROVISIONS.**

15.1 **Approval By Lender.** Landlord may intend to finance the construction of buildings and improvements within the Property and the terms and provisions of this Lease may need to be approved by any financial institution that may do this financing. If the financial institution requires

any modification of the terms and provision of this Lease as a condition to this financing, Tenant shall not unreasonably withhold its consent to any requested modification, provided that modification does not materially alter the basic provisions of this Lease or otherwise materially affects Tenant's rights under this Lease.

15.2 **Subordination and Attornment.** Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, and at the election of Landlord or any mortgagee or any beneficiary of a deed of trust constituting a lien against the Property or any ground lessor as to the Property, this Lease shall be subject and subordinate at all times to (a) all ground leases or underlying leases which may now exist or later be executed affecting the Property, and (b) the lien of any mortgage or deed of trust which may now exist or later be executed in any amount for which the Property, ground leases or underlying leases, or Landlord's interest or estate in any of these items is specified as security. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant shall, notwithstanding any subordination, attorn to and become the Tenant of the successor-in-interest to Landlord, at the option of that successor-in-interest. Tenant shall execute and deliver, upon demand by Landlord and in the form reasonably requested by Landlord, any additional documents evidencing the priority or subordination of this Lease to any ground lease or underlying leases or the lien of any mortgage or deed of trust. Tenant irrevocably appoints Landlord as its attorney-in-fact to execute, deliver and record any such document in the name and on behalf of Tenant. The provisions of this paragraph to the contrary notwithstanding, and so long as Tenant is not in default, Tenant's possession of the Premises shall not be disturbed and this Lease shall remain in full force and effect for the full Lease term.

15.3 **Tenant's Estoppel Certificate.** Tenant shall within ten (10) days after notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of any modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rent and other charges are paid in advance, if any; (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord under this Lease, or specifying the defaults if any are claimed; (c) setting forth the date of commencement of rents and expiration of the Lease term; and, (d) any other matter, statement or information regarding this Lease or the Premises reasonably required by Landlord or Landlord's purchaser or encumbrancer. Any statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Failure of Tenant to deliver this statement to Landlord shall be conclusive on Tenant that this Lease is in full force and effect, and has not been modified except as represented by Landlord. In addition, Tenant irrevocably appoints Landlord as its attorney-in-fact to execute and deliver this statement if Tenant fails to sign the statement.

16. **QUIET POSSESSION.** Tenant shall have quiet possession of the Premises for the entire Lease term, subject to all the provisions of Lease and to any deed of trust, ground lease or other agreement to which this Lease is subordinate (as such documents may be amended or modified from time-to-time), and provided Tenant timely pays the rent under this Lease and observes and timely

performs all of the provisions required to be observed and performed by Tenant under this Lease.

17. **GENERAL PROVISIONS.**

17.1 **Notices.** All notices, demands, approvals and consents which may or are to be required or permitted to be given by either party on the other under this Lease shall be in writing and shall be deemed received upon receipt regardless of how sent or delivered. All notices shall be delivered to the intended party at the address shown in the Basic Lease Provision, or to any other place as either party may from time to time designate by notice to the other. If a party declines to acknowledge receipt or has changed its address and not informed the other party of the new address, receipt shall be deemed as of the date of the attempted delivery.

17.2 **Waiver.** The waiver by either party of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of that term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Lease.

17.3 [Reserved]

17.4 **Time.** Time is of the essence of this Lease and of each provision in which performance is a factor.

17.5 **Successors and Assigns.** This Lease shall apply to and bind the parties and their successors subject to paragraph 8 above.

17.6 **Recordation.** Neither Landlord nor Tenant shall record this Lease, but a short form memorandum of this Lease may be recorded at the request of Landlord.

17.7 **Security Measures.** Tenant acknowledges that the rent payable to Landlord does not include the cost of guard service or other security measures, and that Landlord has no obligation whatsoever to provide this type of service. Tenant assumes all responsibility for the protection of Tenant, its agents and invitees from acts of third parties.

17.8 **Interpretation.** This Lease constitutes the entire agreement between the parties as to the Premises and the Property and Building and may not be amended except in writing signed by both parties. This Lease shall not be effective or binding on any party until fully executed by both parties. The marginal headings and paragraph titles to the paragraphs of this Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part of this Lease. Any provision of this Lease which is determined to be invalid or unenforceable, shall not affect any other provision of this Lease. Words used in the masculine gender include the feminine and neuter, the singular includes the plural, and the plural includes the singular. The present tense of verbs includes the future tense. Any reference to person includes an incorporated association, trust, partnership, corporation or other legal entity. Each provision to be performed by Tenant under this Lease shall be deemed both a covenant and a condition. This Lease shall be interpreted under the

laws of the state where the Property is located. The language of this Lease shall be construed according to its normal and usual meaning and not strictly for or against either Landlord or Tenant. As used in this Lease, any list of one or more items preceded by the word "including" shall not be deemed limited to the stated items but shall be deemed without limitation.

17.9 **Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all of its costs and expenses, including reasonable attorney's fees, both at trial and on appeal.

17.10 **Sale of Premises by Landlord.** In the event of any sale or other disposition of the Property by Landlord and upon written assumption of Landlord's obligations under this Lease, Landlord shall be relieved of all liability under this Lease arising out of any act or omission occurring after the sale or disposition, and that purchaser or successor-in-interest shall be solely responsible for all of Landlord's obligations under this Lease.

17.11 **Authority.** If Tenant is a corporation or a partnership, each individual signing this Lease on behalf of the corporation or partnership represents that he is duly authorized to execute and deliver this Lease on behalf of the corporation or partnership, under either the bylaws of the corporation or the Partnership Agreement, and that this Lease is binding upon the corporation or partnership.

17.12 **Brokers.** Tenant warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease excepting only those brokers identified in the Basic Lease Provisions, and knows of no other real estate broker or agent entitled to a commission in connection with this Lease.

17.13 **No Implication of Exclusive Use.** Nothing contained in this Lease shall be deemed to give the Tenant an express or implied exclusive use in the Property and Building, nor are there any representations made to Tenant as to restrictions upon other types of uses or tenants which Landlord can lease space to in the Property and Building.

17.14 **Lease Subject to Existing Encumbrances.** Tenant acknowledges that this Lease is made subject to all existing liens, encumbrances, deeds of trust, reservations, restrictions and other matters of record, and to zoning, building and fire ordinances and all governmental statutes, rules and regulations relating to the use or occupancy of the Premises.

17.15 **No Light, Air or View Easement.** Any diminution or shutting off of light, air or view by any structure which may be erected on land adjacent to or in the vicinity of the Property shall in no way affect this Lease, abate rent or otherwise impose any liability on Landlord.

17.16 **Name of Property.** Tenant shall not use the name, insignia, or logotype of the Property for any purpose, nor shall Tenant use any picture of the Property in its advertising, stationery or any other manner without the prior express written consent of Landlord, which consent

may be withheld in Landlord's sole discretion. Landlord expressly reserves the right at any time to change the name of the Property and shall not in any manner be liable to Tenant for a change in the name.

17.17 **Other Charges.** If Landlord becomes a party to any litigation concerning this Lease, the Premises or the Property, by reason of any act or omission of Tenant or Tenant's authorized representatives, Tenant shall be liable to Landlord for reasonable attorneys' fees and court costs incurred by Landlord in the litigation whether or not such litigation leads to actual court action. If Landlord employs a collection agency to recover delinquent charges, Tenant agrees to pay all collection agency fees charged to Landlord in addition to rent, late charges, interest and other sums payable under this Lease. Tenant shall pay a charge of seventy-five dollars (\$75) to Landlord for preparation of a demand for delinquent rent.

17.18 **Traffic Mitigation Measures.** Tenant shall comply with the terms and conditions of any Transportation Performance Monitoring Program, and/or Transportation Performance Standards, and/or Transportation Management Plan, for the Property as required by the City of San Juan Capistrano, the County of Orange, or any other governmental agency. Tenant shall comply with all governmental regulations regarding or limiting parking or regarding the use of carpools, public transit or other alternative transportation forms.

17.19 **Landlord-Tenant Relationship.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

USABLE AND RENTABLE AREA

The term "Usable Area" as used in the Lease shall mean:

The entire area included within the Premises covered by such lease, being the area bounded by the inside surface of any exterior glass walls (or the inside surface of the permanent exterior wall where there is no glass) of the Building bounding such Premises, the exterior of all walls separating such Premises from any public corridors or other public areas on such floor, and the centerline of all walls separating such Premises from other areas leased or to be leased to other tenants on such floor.

For purposes of establishing the Tenant's initial annual Base Rent and initial share of Property and Building Operating Costs as shown in paragraphs 1.8, 1.9, and 1.10 of the Basic Lease Provisions (which Tenant acknowledges to be an approximate amount), Usable Area of the Premises is deemed to be as set forth in paragraph 1.5 of the Basic Lease Provisions, and Rentable Area of the Property is deemed to be approximately 59,012 square feet and the Rentable Area of the Building is deemed to be approximately 14,084 square feet. Before the Commencement Date, and from time to time thereafter at Landlord's option, Landlord's architect shall determine and certify in writing to Tenant and Landlord the actual Usable Area of the Premises and the Rentable Area of the Property and Building which such determinations and certifications shall be conclusive, absent manifest error, and thereupon Tenant's annual Base Rent and Tenant's share of Property and Building Operating Costs shall be adjusted accordingly.

PROPERTY AND BUILDING OPERATING COSTS

(1) "Real Property Taxes," which include all taxes, assessment (general and special) and other impositions or charges which may be taxed, charged, levied, assessed or imposed upon or against all or any portion of or in relation to the Property and Building, any leasehold estate in the Premises or measured by rent from the Premises, excluding any increase caused by the transfer, sale or encumbrance of the Property and Building or any portion thereof, or caused by any new construction at the Property or the Building, for which Tenant shall not be responsible. "Real Property Taxes" also includes any form of assessment, levy, penalty, charge or tax (other than estate, inheritance, net income or franchise taxes) imposed by any authority having a direct or indirect power to tax or charge, including without limitation any city, county, state, federal or any improvement or other district, whether such tax is (1) determined by the area of the Property and Building or the rent or other sums payable under this Lease; (2) upon or with respect to any legal or equitable interest of Landlord in the Property and Building of any part thereof; (3) upon this transaction or any document to which Tenant is a party creating a part of or in addition to any real property taxes on the Property and Building; (4) based on any parking spaces or parking facilities provided for the tenants of the Property and Building; or (5) in consideration for services, such as police protection, fire protection, street, sidewalk and roadway maintenance, refuse removal or other services that may be provided by any governmental or quasi-governmental agency from time-to-time which were formerly provided without charge or with less charge to property owners or occupants.

(2) All insurance premiums and costs relating to the Property and Building, including but not limited to the premiums and costs of fire, casualty and liability coverage, rental abatement, earthquake insurance, and any other insurance that Landlord reasonably deems necessary for the Property and Building.

(3) All utility costs, including without limitation, water, electricity, gas, heating, lighting, sewer, waste disposal, security, air conditioning and ventilating costs and all other charges and expenses relating to the Property and Building Services under paragraph 6.6; unless those costs and expenses are separately metered or charged to the Premises or the premises of other tenants in which event, Tenant or such other tenants, as applicable, shall pay those costs and expenses.

(4) Maintenance costs incurred by Landlord under paragraph 7, including without limitation, all supplies, material, labor and equipment, and all maintenance and janitorial service agreements.

(5) All maintenance, repair and other costs relating to the common and parking areas within and around the Property and Building (as provided in paragraph 6.7), including without limitation, sidewalks, landscaping, service areas, driveways, parking areas, walkways, Property and Building exteriors, including painting, signs and directories, including for example costs of resurfacing and re-striping parking areas, and repairing and replacing roofs and walls, but excluding

EXHIBIT B

any "tenant improvement costs" for individual premises for new tenants or for existing tenants extending their leases.

(6) A reasonable property management fee payable to Landlord, not to exceed five percent (5%) of total Property and Building income.

(7) Amortization, together with reasonable financing charges of capital improvements made to the Property and Building which may be required by any governmental authority or which will improve the operating efficiency of the Property and Building (provided, however, that the amount of the amortization for improvements not mandated by governmental authorities shall not exceed in any year the amount of costs reasonably determined by Landlord to actually have been saved by the expenditure either through the reduction or minimization of increases which would otherwise have occurred).

(8) Any parking charges, utilities, surcharges, or other costs levied, assessed or imposed by, or at the direction of, resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the Premises or the parking facilities serving the Premises.

(9) All of Landlord's other reasonable costs in managing, maintaining, repairing, operating and insuring the Property and Building.

Notwithstanding the foregoing or anything else in this Lease to the contrary, Property and Building Operating Costs shall not include the following:

- (i) original construction costs of the Building and Property;
- (ii) expenses for repairs, replacements or maintenance arising from the initial construction of the Building and Property to the extent such expenses are either (i) reimbursed to Landlord by virtue of warranties from contractors or suppliers; or (ii) result by reason of deficiencies in design or workmanship, except conditions resulting from ordinary wear-and-tear;
- (iii) cost of expenses associated with leasing space in the Building or the Property or the sale of any interest in the Building or the Property, including, without limitation, advertising and marketing, commissions, or any amounts paid for or on behalf of any tenant such as space planning, moving costs, rental and other tenant concessions;
- (iv) amounts paid to any partner, member, shareholder, officer or director of Landlord, for salary or other compensation;
- (v) reserves for repairs, maintenance and replacements;

EXHIBIT B

(vi) any amounts paid to any person, firm or corporation related to or otherwise affiliated with Landlord or any partner, member, officer or director of Landlord to the extent they exceed arms-length competitive prices paid in Orange County, California, for the services or goods provided;

(vii) costs of electricity outside normal business hours sold to tenants by Landlord, or any other special service provided to other tenants; or service in excess of that furnished to Tenant, whether or not Landlord receives reimbursement from such tenants as an additional charge;

(viii) costs of repairs incurred by reason of fire or other casualty or condemnation, whether or not Landlord receives compensation therefore such as through the proceeds of insurance or condemnation awards;

(ix) costs of renovating or otherwise improving space for new or existing tenants or in renovating space vacated by any tenant or any other work which Landlord performs for any tenant;

(x) interest, penalties or liens arising by reason of Landlord's failure to timely pay any operating expense (including ground rent) or real estate or other tax, levy or assessment due;

(xi) costs incurred for maintenance of any retail areas of the Building or Property, or compensation paid to clerks, attendants, sales persons or other persons on or in commercial concessions (including the parking garage) operated in the Building or Property;

(xii) accounting fees (other than with respect to building operations);

(xiii) costs (including fines and penalties imposed) incurred by Landlord to remove any hazardous or toxic wastes, materials or substances from either the Building or land;

(xiv) Landlord's general corporate overhead and general and administrative expenses;

(xv) costs directly resulting from the negligence or willful misconduct of Landlord or its agents, contractors or employees;

(xvi) salaries, wages or other compensation paid to employees of any property management organization being paid a fee by Landlord for its services where such services are covered by a management fee; or salaries, wages or other compensation to any employee of Landlord who is not assigned to the operation, management, maintenance or repair of the Building on a full-time basis, including accounting or clerical personnel and other overhead expenses of Landlord;

EXHIBIT B

(xvii) costs related to any building or land not included in the Property, including any allocation of costs incurred on a shared basis, such as centralized accounting costs, unless the allocation is made on a reasonable and consistent basis that fairly reflects the share of any costs actually attributable to the Property;

(xviii) costs incurred to remedy, repair or otherwise correct any defects or violations of the Building or Property, or by reason of any changes in governmental laws, rules or regulations occurring during the lease term;

(xix) improvements to the Common Areas specifically undertaken by Landlord as inducements or concessions in order to lease space to new or existing tenants, which would not have otherwise been undertaken;

(xx) rental costs and related expenses for leasing systems or equipment that would be considered a capital improvement or expenditure if purchased;

(xxi) costs of selling, syndicating, financing, mortgaging or hypothecating any part of or interest in the Building or Property; and

(xxii) the cost of any item, service or repair to the extent (A) covered by a warranty, guaranty or insurance policy maintained or held by the Landlord; or (B) such cost would have been covered by insurance proceeds had Landlord maintained insurance coverage reasonably required to be maintained by Landlord under the Lease.

RULES AND REGULATIONS

1. **Windows and Ceilings.** No awnings or other projection shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises other than Landlords standard window covering. All electric ceiling fixtures hung in Premises or spaces along the perimeter of the Building must be fluorescent, of a quality, type design and bulb color approved by Landlord. Neither the interior nor exterior of any windows shall be coated or otherwise sunscreened without the express written consent of Landlord.

The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into halls, passageways or other public places in the Building shall not be covered or obstructed by any Tenant, nor shall any bottles, parcels or other articles be placed on the window sills or display areas.

2. **Signage.** No sign, advertisement or notice shall be exhibited, painted or affixed by Tenant on any part of the Premises or the Building without the prior written consent of the Landlord. In the event of the violation of the foregoing by any Tenant, Landlord may remove same without liability, and may charge the expense incurred in such removal to Tenant violating this rule. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for each Tenant by the Landlord at the expense of such Tenant, and shall be of a size, color and style acceptable to the Landlord. If a directory tablet is provided by the Landlord it will be for the display of the name and location of Tenants only and Landlord reserves the right to exclude any other names therefrom. Nothing may be placed on the exterior of walls or doors other than Landlord's standard lettering. Landlord may develop uniform signage for the entire Building and all costs for conforming Tenant's signage shall be at the expense of the Tenant.

3. **Water Fixtures.** The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.

4. **Vehicles and Animals.** No vehicles, birds or animals of any kind shall be brought into or kept in or about the Premises

5. **Food and Beverages.** No cooking other than microwave shall be done or permitted by any Tenant on the Premises, except that in the preparation of coffee, tea, hot chocolate and similar items for Tenants and their employees shall be permitted provided power shall not exceed that amount which can be provided by a 30 amp circuit, except with the prior written consent of the Landlord and as the Landlord may select. No Tenant shall cause or permit any unusual or objectionable odors to be produced or permeate the Premises.

EXHIBIT C

6. Dangerous and Immoral Activities. No Tenant shall engage or pay any employees on the Premises except those actually working for such Tenant on the Premises nor advertise for laborers giving an address at the Premises. The Premises shall not be used for lodging or sleeping. Tenant shall not make any use of the Premises which involves the danger of injury to any person nor shall the same be used for any immoral or illegal purposes.
7. Disturbances. No Tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them whether by the use of any musical instrument, radio, phonograph, unusual noise, or any other way. No Tenant shall throw anything out of doors, windows or skylights or down the passageways.
8. [Reserved]
9. Advertising. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Premises or its desirability as a building and upon written notice from Landlord any Tenant shall refrain from or discontinue such advertising.
10. Janitorial Work. Any persons employed by any Tenant to do janitorial work, shall, while in or outside of the Premises, be subject to and under the control and direction of the property's manager or agent (but not as an agent or servant of said manager or of the Landlord), and Tenant shall be responsible for all acts of such persons.
11. Doors. All doors opening onto public corridors or walkways shall be kept closed, except when in use for ingress and egress.
12. Tenant Requests. The requirements of Tenant will be attended to only upon application to the Manager of the Property.
13. Solicitation. Canvassing, soliciting and peddling on the Premises are prohibited and each Tenant shall cooperate to prevent the same.
14. Equipment. All office equipment or any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord, to absorb or prevent any vibration, noise or annoyance. No equipment of any type shall be placed in the Premises, which in Landlord's opinion, weighs in excess of the load limits of the floor and ceiling.
15. Air Conditioning. No air conditioning unit or other similar apparatus shall be installed or used by any Tenant without the written consent of the Landlord.

16. Security. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, any persons occupying, using or entering the same, or any equipment, finishings or contents thereof, and Tenant shall comply with Landlord's reasonable requirements relative thereto.

17. Locks. Landlord may from time to time install and change locking mechanisms on entrances to the Building, common areas thereof, and the Premises, and (unless 24-hour security is provided by the Building) shall provide to Tenant a reasonable number of keys and replacements therefor to meet the bona fide requirements of Tenant. In these rules "keys" include any device serving the same purpose. Tenant shall not add to or change existing locking mechanisms on any door in or to the Premises without Landlord's prior written consent. If with Landlord's consent, Tenant installs lock(s) incompatible with the Building master locking system:

(a) Landlord, without abatement of Rent, shall be relieved of any obligation under the Lease to provide any service to the affected areas which require access thereto,

(b) Tenant shall indemnify Landlord against any expense as a result of forced entry thereto which may be required in an emergency, and

(c) Tenant shall at the end of the Term and at Landlord's request remove such lock(s) at Tenant's expense.

18. Return of Keys. At the end of the Term, Tenant shall promptly return to Landlord all keys for the Building and Premises which are in possession of Tenant.

19. Repair, Maintenance, Alterations and Improvements. Tenant shall carry out Tenant's repair, maintenance, alterations and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not unreasonably interfere with the rights of other tenants in the Building.

20. Heavy Articles. Tenant shall not place in or move about the Premises without Landlord's prior written consent any safe or other heavy article which in Landlord's reasonable opinion may damage the Building, and Landlord may designate the location of any heavy articles in the Premises.

21. Carpet Pads. In those portions of the Premises where carpet has been provided directly or indirectly by Landlord, Tenant shall at its own expense install and maintain pads to protect the carpet under all furniture having casters other than carpet casters.

22. Deliveries. Tenant shall ensure that deliveries of materials and supplies to the Premises are made through such entrances, elevators and corridors and at such times as may from time to time be designated by Landlord, and shall promptly pay or cause to be paid to Landlord the cost of repairing any damage in the Building caused by any person making such deliveries.

EXHIBIT C

23. Furniture and Equipment. Tenant shall ensure that furniture and equipment being moved into or out of the Premises is moved through such entrances, elevators and corridors and at such times as may from time to time be designated by Landlord, and by movers or a moving company approved by Landlord, and shall promptly pay or cause to be paid to Landlord the cost of repairing any damage in the Building caused thereby.
24. Refuse. Tenant shall place all refuse in proper receptacles provided by Tenant at its expense in the Premises or in receptacles (if any) provided by Landlord for the Building, and shall keep sidewalks and driveways outside the Building, and lobbies, corridors, stairwells, ducts and shafts of the Building, free of all refuse.
25. Obstructions. Tenant shall not construct or place anything in or on the sidewalks or driveways outside the Building or in the lobbies, corridors, stairwells or other common areas of the Building, or use such locations for any purpose except access to and exit from the Premises without Landlord's prior written consent. Landlord may remove at Tenant's expense any such obstruction or thing (unauthorized by Landlord) without notice or obligation to Tenant.
26. Proper Conduct. Tenant shall not conduct itself in any manner which is inconsistent with the character of the Building as a first quality building or which will impair the comfort and convenience of other tenants in the Building.
27. Employees, Agents and Invitees. In these Rules and Regulations, Tenant includes the employees, agents, invitees and licensees of Tenant and others permitted by Tenant to use or occupy the Premises.
28. Housekeeping. Tenant shall prevent paper, books, magazines, and other obstructions from being placed on heat, ventilating and air conditioning convectors and any other interference with the heat, ventilating and/or air conditioning system within the Premises.
29. Energy Conservation. Tenant shall make every effort to practice energy conservation within the Premises and will cooperate with Landlord in establishing and implementing such conservation programs as Landlord may from time to time develop.
30. Smoking. Tenant shall use its best efforts to ensure that its employees and visitors will not smoke in and around the Common Areas of the Building which shall include without limitation all public corridors, restrooms, stairwells, elevator lobbies, elevator cabs and in and around the main lobby.
31. Parking Rules and Regulations.
- 31.1 Use of the Parking Area will be restricted to passenger vehicles and such other vehicles as the Landlord, by special arrangements, will permit.

EXHIBIT C

31.2 The Parking Area may not be used for storage purposes and Landlord shall have the right to engage a tow service for removal of any vehicle which remains in the Parking Area for a continuous period in excess of five (5) days. The vehicle Owner and/or the vehicle User will be responsible for all costs associated with such removal and shall indemnify Landlord against all loss, expense or liability in connection therewith.

31.3 Vehicles shall be carefully parked within and parallel to the striped lines of each parking stall.

31.4 No person shall be permitted to park a vehicle in any part of the Parking Area designated as a "Restricted Area" by Landlord without authorization from Landlord as evidenced by appropriate identification.

31.5 Each vehicle parked in the Parking Area shall prominently display, in such manner as Landlord shall reasonably direct, the identification emblem, sticker or ticket provided by Landlord to the User thereof, if any.

31.6 User shall drive carefully while in the Parking Area and comply with all signs, instructions and directions posted therein. The Parking Area Entrance and the Parking Area Exit have been identified by the signage therein.

31.7 User shall assure that his or her vehicle is locked at all times while it is parked in the Parking Area, and shall be solely responsible for all contents therein.

31.8 User shall promptly and accurately complete the "Parker Information Sheet" to be provided by Landlord, thus enabling Landlord to identify User's vehicle and to contact User when necessary. Any change in the information supplied thereon shall be promptly reported to Landlord and, on request, User shall then complete a new one.

31.9 Those areas of the Parking Area reserved or slated for parking of compact cars shall be clearly identified by signage, and no compact cars shall be permitted to park in any other space.

31.10 The Parking Area shall be open and operational 24 hours per day, seven days a week.

31.11 Landlord shall not be liable at any time or under circumstances for any malfunction, failure or unavailability of any electrical, mechanical or other facilities or equipment in the Parking Area (if any), or for any loss, damage, expense or inconvenience of any nature (whether direct or indirect) resulting therefrom or related thereto.

EXHIBIT C

**THERE IS
NO ATTACHMENT #9**





UCMI, INC.

PROPOSAL

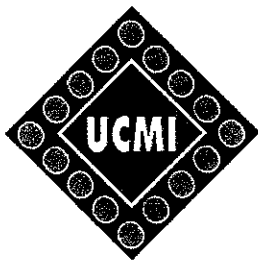
FOR

PLANS & SPECIFICATION ADMINISTRATION SERVICES

FOR

ORANGE COAST COMMUNITY COLLEGE

Attachment 10



UCMI, INC.

November 13, 2012

Mr. Jerry Marchbank
Facilities Director
Coast Community College District

Costa Mesa, CA 92628

RE: Proposal for "Orange Coast Community Colleges"
Plans & Specifications Administration Services

Dear Mr. Marchbank:

UCMI is pleased to submit our proposal for Inspection and Plans & Specifications Administration Services for Photo Lab Remodeling, Bid No. 2011 at Orange Coast Community College.

An important aspect of *UCMI's* approach is our flexibility and ability to cater our services based on our client's needs. For this project we propose to utilize the services of one individual who will act as the on-site Project Inspector and Construction Manager for the duration of the project.

We also understand that the duration of these projects is about two and half months.

The District staff will be informed of the progress of the projects via copies of our Daily Reports and digital pictures that are taken as the job progresses.

We also understand that the scope of services is not considered all inclusive and we will exercise due diligence and will conform to the standards of care required to execute the work.

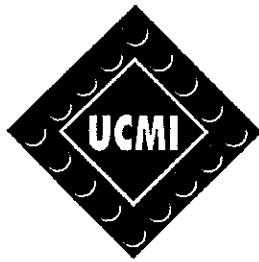
At *UCMI* we are proud to announce that none of our staffs has any criminal, or civil litigations pending and they have all cleared the required Background Checks by the Justice Department.

We would like to thank you for the opportunity to provide Construction Management services for your upcoming project. I am confident that our expertise and professionalism will be a great asset to you and other team members.

The opportunity of submitting this proposal is sincerely appreciated.

Sincerely,

Max Tehrani, President
DSA Inspector, Class 1



UCMI, INC.

Section 1, About us:

U.C.M.I. Inc. is a Construction Management and Inspection firm specializing in providing services to California colleges and school districts. Working together with you as an extension of your own team, we provide qualified Construction Management personnel and certified Project Inspectors who will develop and maintain satisfactory working relationship with all the team members while rigorously enforcing code and project requirements.

Previous to incorporating UCMI, Max Tehrani invested more than 18 years in the construction industry. His experience ranges from Inspection in the public, residential and commercial sectors to Superintendent and Project /Construction Management. For the last Fifteen years, he has owned and operated his own Construction Management and Inspection firm, completing projects totaling more than \$800 million in modernization and new construction.

U.C.M.I. Inc corporate philosophy is Unity, Safety, Customization, Commitment, and Teamwork. We Provide a Unified Team that is an extension of your own, where Safety always comes first! We have the resources to Customize our staff and services to meet your needs and maintain a consistent and unchallenged level of Commitment as we collaborate with you to help you achieve your goals through Teamwork. From the Pre-design phase; through the project completion; and for one full year beyond post move in inspection UCMI will be there for you.

U.C.M.I. Inc. has teamed up with some of the leading material testing & inspection companies providing their services to the colleges and the school districts throughout the Southern California.

U.C.M.I Inc will not add any profit, overhead, or mark-up to the discounted wholesale rates received from these testing labs. We will transfer all the savings to our clients, this will add up to a substantial amount of savings over the life of the projects.

U.C.M.I. Inc. is eager continue our successful working relationship with Orange Coast Community College team to provide all your Construction Management and inspection needs. Our wide range of experience and undisputable professionalism will help the project team to promote a positive working relationship as we foster successful working relationship with all involved in these projects.



Section 2, Scope of Work

The specific scopes of work to be performed by the Construction Manager are linked to the two separate phases of the project: **Preconstruction Phase** and **Construction Phase**.

Part A, Preconstruction Phase:

2.1 Design Phase Services

During the design phase UCMI will work closely with the College and Project Architect on the following tasks:

2.1.1 Construction Documents

UCMI will work with the Architect in reviewing and developing the construction documents, taking into account quality of materials and equipment, to ensure an efficient design and minimum lifecycle cost. Participate in design decisions by providing information, estimates, schemes, and recommendations regarding construction materials, methods, systems, phasing, and costs that shall provide the highest quality building within the budget and schedule.

2.1.2 Phasing and Scheduling

UCMI will provide phasing and project schedule analysis at each of the major design milestones including all of the preconstruction, bidding, entitlement, regulatory agency permits and other project-related scheduling issues and activities. UCMI will update the schedule as necessary to reflect the most recent project developments.

2.1.3 Value Engineering (Analysis)

UCMI will value engineer at each of the major milestones all building systems along with life cycle analysis for major building elements. Refer to Section 2.1.5, Cost Control Management, for milestones.

2.1.4 Constructability Review

UCMI will Check the documents for completeness and coordination and make recommendations to the Architect and Colleges' Representative. Constructability reviews shall occur at 50%, 90% and 100% Construction Documents.



2.1.5 Cost Control Management

In conjunction with the Architect, prepare and evaluate a cost estimate and evaluate the estimate against the construction budget. Recommend, if necessary, the appropriate action to correct and/ or avoid potential cost overruns. UCMI will provide full and complete estimates at 100% Schematic Design, 100% Design Development, 50%, and 90% Construction Documents.

2.1.6 Approvals

Monitor all regulatory approvals required during the design phase.

2.1.7 Trade Contractor Bid Packages

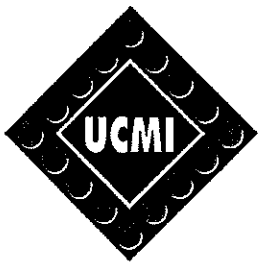
UCMI will develop the most logical, competitive, seamless and distinct trade contractor bid packages with all scopes of work included in the packages. Include bid alternatives (deductive or additive) in each trade contractor bid package to enable full utilization of the project budget. Include the Districts' Contract General Conditions in trade contractor bid packages. UCMI will develop Supplementary General Conditions (with the Districts' participation and subsequent approval) or Special Conditions, whichever is more appropriate, that address the trade contracts, schedule for trade contracts, and the responsibilities of all parties under a CM procurement method

2.2 Bid Phase Services:

During the Preconstruction Phase, UCMI will determine the number and make-up of the trade contractor bid packages. We will obtain the review and approval of the college of the proposed trade contractor bid documents and trade contractor agreements. Once the college has approved the trade contractor bid and contract documents, UCMI shall bid these packages competitively, using the Supplementary General Conditions and Contract General Conditions as agreed upon and approved by the college. UCMI Team shall:

2.2.1 Develop the Master Project Schedule

Develop the Master Project Schedule for inclusion in every trade contractor bid set. Develop and include in the trade contractor bid sets that portion or subset of the Master Project Schedule that applies to that trade.



2.2.2 Identify Qualified Trade Contractors and Solicit Bids

Identify a minimum of three qualified trade contractors for each trade bid package, unless otherwise agreed to in writing by the College. Solicit bids from qualified trade contractors in a manner most appropriate to obtain competitive trade bids. UCMI shall issue trade contractor bid packages to trade contractors. Identify in the bid packages the construction budget for that trade. UCMI will try to achieve a minimum goal of 3% DVBE participation or to provide evidence of a good faith effort to do so.

2.2.3 Receive bids

Receive bids from trade contractors. Review the bids with the college and Architect towards identifying the lowest responsible bidder for each trade, including alternatives for that trade.

2.2.4 Execute Trade Contracts

After reaching agreement with the college and the lowest responsible bidder, College shall enter into contracts with the successful bidder in each trade.

Part B, Construction Phase

2.3 Construction Phase Services

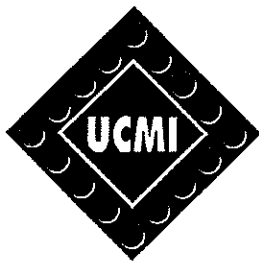
UCMI shall furnish construction administration and management services and use its best efforts to perform the project in an expeditious and economical manner consistent with the interests of the College.

2.3.1 Conduct Preconstruction Conference

The Colleges' construction administrator and UCMI shall co-conduct a preconstruction conference with the trade contractors, design personnel, and other appropriate colleges' staff. UCMI's preconstruction conference services include preparation of meeting agenda, preparation of job procedures for clarifications, change orders, shop drawings, progress payments, field testing and inspection, safety, and preparation and distribution of preconstruction conference notes.

2.3.2 Update the Master Project Schedule

Update the Master Project Schedule. Review and approve the trade contractors' schedules for compliance with the individual requirements of each trade contract and the overall Master Project Schedule. Review and approve trade contractors' proposed construction schedule for logic, reasonableness, and conformance to the requirements of the contract documents. UCMI will conduct daily review of the trade contractors' progress and conformance with monthly updated construction schedules.



2.3.3 Review Monthly Progress Payment Requests

Review and approve trade contractors' monthly progress payment requests. Compare the requested payments to actual work completed in accordance with the pre-approved schedule of values presented by the trade contractors at the beginning of construction. Combine invoices and prepare payment request, prepare a current overall schedule of values, and submit to the College one invoice approved by the Architect and the Project Inspector of Record in quadruplicate for approval and payment.

2.3.4 Project Cash Flow

Provide monthly updated cash flow requirement projections for each month of construction.

2.3.5 Act as Liaison

Act as liaison between trade contractors, the Inspector, and College's Construction Administrator in order to maintain campus operations during construction. Coordinate the scheduling of work impacting operations (or any of the special interest groups of the College) through the Construction Administrator.

2.3.6 Clarify Design

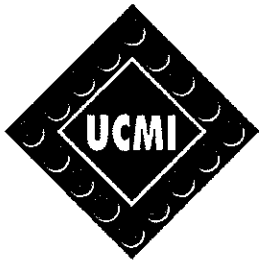
Coordinate and address trade contractors' Requests for Information (RFIs) with the Architect. RFIs will be tracked through the field office by the UCMI. Architect shall be responsible for interpretations and clarifications of the contract documents. Architect shall prepare sketches to clarify contract documents where necessary. UCMI shall be responsible for managing the clarification and interpretation process.

2.3.7 Report Monthly Construction Progress

Prepare a monthly construction progress report, summarizing the progress of construction and key issues currently pending. The report will indicate each trade contractor's progress. The report shall also summarize the current cash flow projections. UCMI will submit the monthly construction progress report to the Construction Administrator.

2.3.8 Make Presentations

Assist Construction Administrator in reporting construction progress to the College staff and the Board at regular intervals throughout the project. UCMI will prepare occasional presentations to other organizations as requested by the Construction Administrator regarding construction issues of special importance.



2.3.9 Coordinate Trade Contractors

Throughout construction, provide direct supervision, scheduling and problem resolution for trade contractors.

2.3.10 Provide Trailers and Equipment

N/A

2.3.11 Provide Necessary Personnel

Provide all necessary on-site construction management, supervisory, and clerical staff for the proper management of the construction.

2.3.12 As-Built Drawings

Monitor that the trade contractors are maintaining as-built drawings. Compile the as-built drawings and submit them at the end of the project to the Architect for review, approval and further processing.

2.3.13 Closeout Project

Prepare a recommendation for final acceptance of the project after the trade contractors have corrected deficient work and satisfied all contract conditions. UCMI will prepare final payment request and final report. UCMI will provide a complete set of contract files to the Construction Administrator. This shall include, but not be limited to, as-built drawings, operation and maintenance manuals, additional materials, and warranties.

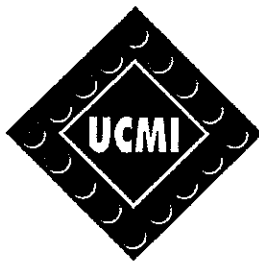
Section 3, Duties of Others:

3.1 Testing

UCMI will not be responsible for providing the Material Testing. These responsibilities shall be performed and paid for by the College. UCMI will coordinate and cooperate with the Colleges' testing agencies.

3.2 Project Design

UCMI shall not be responsible for the correctness or design completeness of the technical design of the project or the technical interpretation of design issues. These responsibilities shall be performed by the Architect under a separate agreement with the College. UCMI will coordinate and cooperate with the Architect.



UCMI, INC.

Proposed Fee

UCMI proposes a lump sum fee in accordance with OPSC guidelines of **\$20,000.00** to provide the Plans & Specifications Administration Services for Photo Lab Remodeling, Bid No. 2011 at Orange Coast Community College.

This amount is based upon our understanding of the projects, the proposed staffing, the preliminary schedule, and the general requirements necessary to provide these services during the Preconstruction, and Construction Phase for Orange Coast Community College.

Project Coordinator/ Inspector October thru December of 2012:
(2 1/2 month X \$8,000 per month) = \$20,000.00

Total Estimated Cost: \$20,000.00
(Twenty thousand dollars)

Assumptions and Qualifications

1. The cost of General Conditions items directly associated with the construction of the project are not included in the fee.
2. Costs for outside consulting, independent testing labs are not included in the Fee.
3. The mutually agreeable bidding/construction strategy is assumed between Architect, UCMI and the District.
4. Documents and reproductions required during all phases of the project will be provided by the District to UCMI.
5. Expenses related to special presentations materials, renderings, graphics, models, mock-ups and photos are not included in the fee.
6. Our Fee contemplates overall completion of construction operations for a 2 1/2 month period. Any significant deviations to this assumption may require a revision to the proposed fee amount.

Thank you again for the opportunity to provide our services to your campus.





Converse Consultants

Geotechnical Engineering, Environmental and Groundwater Science, Inspection and Testing Services

October 25, 2012 (Revised)

Mr. Jerry Marchbank
Director of Facilities
Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92626

Subject: **REVISED PROPOSAL – GEOSEISMIC/GEOTECHNICAL STUDY REPORT**
Proposed New Planetarium Project
Orange Coast College
Costa Mesa, California
Converse Project No. 12-32-163-00

Dear Mr. Marchbank:

Converse Consultants (Converse) is presenting this revised proposal to provide geoseismic/geotechnical study report for the proposed new Planetarium Project in Orange Coast College in Costa Mesa, California. The purpose of the study will be to generate a report for design and Division of State Architect (DSA) submittal purposes, consistent with the current edition of California Building Code, Title 24, Chapter 16; Earthquake Design, Chapter 18A, Foundation and Retaining Wall; Appendix Chapter 33, Excavation and Grading; Part 1 section 4-317 (e) and CGS Note 48-Checklist for the review of Geologic/Seismic Reports for California Public Schools, Hospitals and Essential Services Buildings.

In order to prepare this proposal, Converse:

- Reviewed the information transmitted to us on October 23, 2012.
- Discussed the project with Ammar Sarsam, Project Architect, at Hill Partnership, Inc.

It is understood by both contracting parties that the work covered by this proposal is subject to prevailing wage as defined in Labor Code Sections 1770 – 1780 in California.

Converse has extensive experience providing geotechnical, environmental, construction inspection, and material testing services for various school/community college districts throughout Southern California. Our staff is familiar with the requirements and guidelines established by the various publications and agencies listed above pertaining to school design and constructions.

Attachment 11

To meet the College's schedule and provide technically sound and economical recommendations, we have assembled a team of professionals with appropriate qualifications and extensive experience on public schools projects. Our proposed Project Manager, Mr. William Chu, is a registered Civil and Geotechnical Engineer in California with over 22 years of experience. He has overseen numerous projects and prepared reports for public educational institutions and essential buildings. He will verify that the contents of our report meet the necessary requirements.

Our objective will be to meet required quality goals are met for work performance and deliverables to the satisfaction of all parties.

We look forward to working with you on this project. Please contact the undersigned, if you have any questions or wish to discuss our proposal in greater detail.

CONVERSE CONSULTANTS



William H. Chu, P.E., G.E.
Senior Vice President/Principal Engineer

Encl: Cost Estimate
Schedule of Fees (P2012)
General Conditions (GC99-1)

Dist: 1/Addressee

WHC/kb



1.0 COMPANY PROFILE

Converse Consultants (Converse) was established in 1946 by Professor Frederick J. Converse in Pasadena, California, to provide the construction industry with geotechnical engineering and geological services. Converse is an employee-owned corporation, with 10 offices and over 200 employees throughout the United States – California (Monrovia, Redlands, Costa Mesa, Temecula, Palm Desert and Sacramento), Nevada (Las Vegas, Reno, and Elko), Pennsylvania, New York, and New Jersey.

We provide professional services in the fields of geotechnical engineering, engineering geology, groundwater sciences, environmental sciences, and soils and materials testing and inspection. Our mission is to work together with our clients to provide them with responsive and quality services, resulting in the development of long-term relationships. Our clients include public agencies and private sector clients in the transportation, water/wastewater, educational, residential, commercial, and other market segments.

As an employee-owned corporation, Converse Consultants has been a consistent presence on the annual ENR Top 500 Design Engineering Firms list for several years. Our success is rooted in a corporate culture of satisfied clients, well-trained staff, a high retention rate among professional and technical personnel and openness to new ideas and technologies.

Our expertise is illustrated in that almost 85% of our workload is for repeat clientele in many different industry segments across the country. Both public and private entities recognize the benefit and value of over six decades of experience and a corporate culture of quality.

Our in-house professional and technical staff includes in-house geotechnical engineers, engineering geologists, environmental scientists, deputy inspectors, laboratory and field technicians, drafting/CAD specialists, and other specialized support personnel. Our laboratories are certified by Division of the State Architect (DSA), California Department of Transportation (Caltrans), US Army Corps of Engineers, American Association of State Highway and Transportation Officials (AASHTO), and the Cement and Concrete Reference Laboratory (CCRL). They are supervised by a registered civil engineer to ensure quality control and available 24/7. All our equipment is calibrated regularly. We can meet all your geotechnical and materials testing needs.



2.0 PROJECT/SITE DESCRIPTION

The proposed new Planetarium will involve fixed construction of a single-story facility of approximately 12,000 square feet and associated flat work, sidewalk and utilities within the existing Orange Coast College, located at 2701 Fairview Road, Coast Mesa, California. The proposed new structure will likely be wood or steel framed with shallow foundations and slab-on-grade. No basement is planned at this time.

Existing structures, if any, will be demolished. In the absence of actual structural loads, we have assumed that column loads will be on the order of 300 kips (dead plus live) and wall loads will be on the order of 10 kips per linear foot.

3.0 SCOPE OF WORK

Converse will provide personnel, equipment and materials to conduct field exploration, laboratory testing, engineering analyses, and submit a report with the results of field exploration, laboratory results and recommendations for the design and construction of the proposed project.

Our scope of work will *not* include an evaluation of potential for soil and groundwater contamination at the site.

3.1 Project Set-up and Literature Review and Permit Acquisition

Site Reconnaissance: Our personnel will conduct a site reconnaissance. The purpose of the reconnaissance will be to evaluate site conditions with respect to the location of the borings and drill rig accessibility.

Data Review: We will review available published geotechnical/geologic/environmental data applicable to the project. It is our understanding that this data, if available, will be provided at no cost to us.

It is our understanding that no permit(s) will be required for our scope of work.

3.2 Field Exploration

Soil Borings: In accordance with State of California Law, we will contact Underground Service Alert (USA) at least 48 hours before drilling to locate public utilities in the drilling area. However, any and all available subsurface utility information for the project site should be provided prior to our drilling operations to reduce and/or eliminate the potential of damaging underground utilities.

We propose to drill a total of six (6) borings throughout the site for the proposed facility and flat work areas. Three (3) borings within the building footprint will be drilled to depths of 25 to 50 feet. The other three (3) borings will be drilled to depths of 10 to 15



feet below the ground surface. If refusal is encountered at a shallower depth, borings will be terminated at that depth. If necessary, existing concrete and/or asphalt will be cut at the proposed boring locations.

Both undisturbed ring samples and bulk samples of the subsurface materials will be obtained at 5-foot intervals, at changes in soil profiles, or where unusual conditions are encountered. The relatively undisturbed ring samples will be obtained using a Modified California Sampler (2.4-inch inside diameter, 3-inch outside diameter) lined with thin-walled sample rings. The sampler will be driven into the bottom of the boreholes with successive drops of a 140-pound hammer falling 30 inches. The number of successive drops of the driving weight ("blows") required for one foot of penetration will be shown on the boring summary sheet in the "blow/foot" column. The soil will be retained in brass rings (2.4-inch in diameter, one inch in height). The central portion of the sample will be retained and carefully sealed in waterproof plastic containers for shipment to the laboratory. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings, will be recorded. It is assumed that no special protection or sampling protocol will be necessary during the field exploration.

Standard Penetration Tests will be performed to provide information on the consistency/density of the surface soils and to assist in the liquefaction study. The 1.4-inch diameter sampler will be driven into the bottom of the boreholes with successive drops of a 140-pound hammer falling 30 inches.

Borings will be backfilled with soil cuttings and patched with concrete and/or asphalt, if needed.

Percolation Testing: One (1) additional boring will be drilled for the upper 20 feet of subsurface soils and used to conduct percolation testing. The continuous pre-soak (falling-head) test procedure will be used for percolation testing. All holes will be pre-soaked for up to 24 hours. During testing, the water level in the test holes will be filled to a depth of five (5) feet below the ground surface. After about 30 minutes, a depth measurement will be taken and logged. Following each reading, the test hole will be refilled to approximately the same depth as the initial water level. This method will be repeated over a four to six-hour period for each percolation test hole. The drop in water level will be recorded to the nearest 1/4 inch. The data collected will be recorded in inches per hour.



3.3 Laboratory Testing

Geotechnical Laboratory Testing: Samples obtained from the borings will be transported to our geotechnical laboratory. Geotechnical tests will be performed in accordance with applicable ASTM Standards and will include, but may not be limited to the following tests:

- In-place moisture and density
- Laboratory maximum unit weight and optimum moisture determination
- Direct shear (3 points and single point)
- Gradation and/or hydrometer
- Atterberg limits
- Expansion Index (EI)
- Consolidation and Collapse
- R-value
- Limited corrosion (pH, resistivity, and soluble sulfate and chloride content)

The remaining samples will be stored in the laboratory for a maximum of one month, after which they will be discarded, unless we are notified otherwise.

3.4 Geotechnical Analyses and Report Preparation

The data obtained from field exploration and laboratory testing will be evaluated. Engineering analyses will be conducted in order to develop geotechnical design recommendations for the proposed project. The report will be signed and stamped by a California Registered Civil Engineer (RCE) experienced in geotechnical engineering disciplines or Registered Geotechnical Engineer (GE). The Geotechnical Report will include the following:

- Field and laboratory procedures used in the investigation.
- A discussion of earth materials encountered during the exploration. Detailed description of materials will be included in the boring logs.
- A plan indicating the location of the borings.
- Geologic cross sections.
- Results of laboratory testing.
- Depth to groundwater, if encountered, and a discussion of how it will impact the planned construction of the structure.
- A site soil profile type and seismic parameters for ground motion per ASCE and based on 2010 CBC.



- Evaluation of the liquefaction potential and discussion of the secondary effects of earthquakes.
- Evaluation of near source, active faults under the site, etc.
- Slope stability evaluation for existing and new slopes.
- Recommendations for site grading, if needed.
- Validation of bearing design recommendations for foundation support as shown on existing drawings.
- Recommendations for modulus of subgrade reaction.
- Recommendations for foundation bearing capacity.
- Estimates of total and differential settlements.
- Allowable passive earth pressures and base friction to resist laterals loads.
- Recommendations for lateral earth pressures, dynamic earth pressure, drainage and backfill recommendations.
- A limited preliminary discussion of the corrosivity and sulfate and/or chloride attack potential of site soils, including corrosion and chemical attack mitigation measures, if necessary.
- Recommendations for temporary excavation stability and temporary shoring.
- Recommended asphalt concrete and Portland cement concrete.
- Recommendations for percolation rates (optional).
- Guide specifications for placement of backfill as an appendix to the report.

Six (6) copies of the bound report and one PDF format final report will be provided. Converse will provide the most cost effective recommendations for the project.

4.0 PROJECT TEAM

To assist the design team in this project, we have assembled a group of qualified personnel. The proposed team members have worked on similar building projects and are aware of this type of project's specific requirements. A brief description of the key team members is presented below:

Principal-In-Charge/Project Manager, William H. Chu, P.E., G.E.: Mr. Chu is a registered Civil Engineer and Registered Geotechnical Engineer in California, and has more than 22 years of demonstrated experience. Mr. Chu routinely manages K-12 public school and community college building projects and is well-versed in the regulations that govern construction of school facilities. Mr. Chu will have full management, scheduling, and fiscal responsibilities. He will also be responsible for



assuring that the client's needs are met in a responsible manner, that work efforts are fully coordinated, and that work performed is of high technical quality.

Senior Geologist, Geoffrey Stokes, P.G., C.E.G.: Mr. Stokes has more than 17 years of experience in conducting geotechnical, instrumentation, drilling, construction monitoring, engineering and hydro-geological projects in Southern California. He is responsible for investigations related to fault risks, slope instability, seismicity, mass grading, foundation investigations, and geotechnical problems associated with development projects. Mr. Stokes will oversee field explorations, seismic evaluations, and geotechnical design reporting for this project.

Project Engineer, Sean Lin, Ph. D., P.E., G.E.: Mr. Lin has over 12 years of experience in geotechnical projects involving investigation and engineering analysis. He has applied standard practices and techniques in specific field, laboratory and office situations, adjustment and correlation of data, recognition of discrepancies in results and following operations through a series of related detailed steps or procedures. In his capacity as Project Engineer, Mr. Lin is responsible for the geotechnical analysis and report preparation for geotechnical investigation reports for projects during design, as well as supervising field activities and laboratory testing for projects in construction phase, involving materials testing and construction inspection services.

The detailed resumes of the key personnel have been included in the Appendix A of this submittal.

5.0 PROPOSED SCHEDULE

After boring locations have been marked, the USA requires 48-hour advance notice for utility clearance. We can begin subsurface exploration in four (4) to five (5) working days after receipt of your written authorization to proceed with mobilization of equipment, weather and site conditions permitting. We plan to complete the field exploration in two (2) days. The laboratory testing, engineering analyses, preparation and submission of the report will take approximately four (4) weeks after completion of the field exploration. The preliminary data and recommendations can be provided verbally during the course of study.



6.0 COST ESTIMATES

Our services will be performed in accordance with our current *Schedule of Fees* and *General Conditions*, copies of which are attached in Appendix B and form a part of this proposal. The total charges for the geotechnical services described in this proposal are presented in the following table.

TYPE OF SERVICE	FEE
Task I: Project Set-up and Literature Review	\$400.00
Task II: Field Exploration (6 borings)	\$5,000.00
Percolation Testing (1 boring)	\$2,000.00
Task III: Geotechnical Laboratory Testing	\$2,500.00
Task IV: Geotechnical Engineering Analysis and Report Preparation	\$2,850.00
TOTAL	\$12,750.00

The above estimate of **\$12,750.00** includes our professional services, outside costs for subcontracted drilling services and time to contact and verify boring locations (in the field) with Underground Service Alert. If the field exploration needs to be completed during weekend or after hours, an additional fee of **\$3,500.00** will be required. If the report will need to be submitted within two (2) weeks after completion of the field exploration, an additional fee of **\$2,000.00** will be needed to compensate overtime charges for personnel and laboratory testing.

Our cost is based on the following assumptions:

- Permits will not be required for our scope of work.
- All field work will be done in one mobilization.
- Access to the site will be available during normal weekday working hours at no additional cost to us.
- We will need to have the boring location area be available to us during our field exploration. No vehicles will be able to park in the boring areas.
- Six (6) copies of reports and one (1) PDF file format final report will be prepared for the project.
- The existing owner will need to assist us to locate the underground tanks and utility lines for proposed boring locations if any existing utility plans are available.
- The site is not contaminated and level D protection is assumed.



- All existing utilities locations will be provided to us at no additional cost to us. After Underground Service Alert (USA) is contacted, and boring locations will be cleared based on the existing utilities based on the as-built plans. Converse will not be responsible for any utility damage due to boring.
- No environmental assessment will be performed under this phase of work.
- It is our understanding that previous geologic or geotechnical reports, if any, will be made available to us at the time when the contract is issued. Converse will review the reports and may adjust our scope of work.
- We will submit our invoices on a monthly basis in accordance with the attached schedule of fees and general conditions.
- **It is understood by both contracting parties that this is a prevailing wage project for geotechnical investigation services as defined in Labor Code Sections 1770-1780.**

The above cost estimate and scope of services does not include any consultation during the actual design phase, inspection and/or testing during construction. A separate proposal will be prepared prior to the start of construction when the proposed construction schedule has been forwarded to converse. Our fees as presented do not include permit fee(s), review of the project plans, or responding to comments by regulatory agencies.

Should further investigation be required to evaluate site conditions, we will discuss the matter with you. If required, a detailed supplemental proposal will be prepared. charges for our services will be in accordance with the unit rates presented in the cost table and/or the unit rates indicated in our attached *schedule of fees and general conditions* the copies of which are attached in Appendix B and form a part of this proposal.

7.0 CLOSURE

During the course of this work, we will carry insurance as required by law. Our findings and recommendations will be prepared in accordance with generally accepted professional engineering and engineering geologic principles and practices in this area of Southern California. Unless we hear differently, we will assume that these conditions are acceptable to you.

Please sign two (2) copies of the Authorization and Agreement Block at the end of this proposal. Retain one (1) copy of this proposal for your files and return one (1) signed copy to our office to formally authorize our services.

This proposal will expire 60 days from its issuance, if not accepted in that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment.



We understand that this phase of the project is **subject to prevailing wage** as defined by California Labor Code.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization form. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with the appropriate authorization.



PROPOSAL – GEOSEISMIC/GEOTECHNICAL STUDY REPORT
Proposed New Planetarium Project
Orange Coast College
Costa Mesa, California
Converse Project No. 12-32-163-00

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED	
Firm Name: (Client) ¹	
By: (Print Name)	
(Signature)	
Title:	Date:
Telephone No. ()	Fax No. ()
P.O. No./Billing Instructions ^{2, 3} :	

¹ Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.

² Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

³ Converse has been informed by the Client that this is a prevailing wage project as determined by local Labor Code.



November 15, 2012

II.120251.1000 REV

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
714-438-4731
email: jmarchbank@mail.cccd.edu

**Re: Design Survey Services on CCCD/Orange Coast College
Planetarium - Consulting Agreement**

Dear Jerry

It is Hall & Foreman's pleasure to respond to your Request for Proposal to provide design survey services on the project stated above. We are excited to work with OCC on this exciting project.

In that regard, please find enclosed our **Standard Form of Agreement** for your review. We trust you will find the **Scope of Services** comprehensive and related **Fee** acceptable.

Upon your favorable consideration, please sign the signature page and initial all pages of both the "**Original**" and the "**Client's Copy**" and return both sets for final execution. The enclosed "**Copy**" is for you to retain until the fully executed **Agreement** is returned to you for your files.

Should you have any questions, please do not hesitate to call me direct at 714.665.4549 or email me at lsandusky@hfinc.com.

Sincerely,

Hall & Foreman, Inc.

Linda Sandusky
Project Manager/Associate
Tustin

enclosure

**STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND HALL & FOREMAN, INC.**

AGREEMENT entered into at Irvine, California revised on the 15th day of November 2012 by and between **Hall & Foreman, Inc.**, located at **17782 – 17th Street, Suite 200, Tustin, CA 92780, 714.665.4500, Fax: 714.665.4501**, hereinafter referred to as **Consultant**; and **Coast Community College District, 1370 Adams Avenue, Costa Mesa, CA 92626, 714.438.4731**, hereinafter referred to as **Client**.

Client and **Consultant** agree as follows:

Consultant intends to provide topographic survey for the Saddleback Campus New Science Building, hereinafter referred to as **Project**.

- Reference is made to Exhibit “A”, **Standard Provisions of Agreement Between Client and Hall & Foreman Inc.**, made a part hereof.
- **Consultant** agrees to perform the tasks outlined in Exhibit “B”, **Scope of Services**.
- Reference is made to Exhibit “C”, **Data and Assumptions**, made a part hereof.
- **Client** agrees to compensate **Consultant** for such services as set forth in Exhibit “D”, **Fee and Payment Schedule**.
- Reference is made to Exhibit “E”, **Schedule of Hourly Billing Rates**, made a part hereof.
- Reference is made to Exhibit “F”, **CADD Products**, made a part hereof.
- This **Agreement** is voidable at the option of **Consultant** if not executed and returned to **Consultant** within thirty (30) days of the date prepared.

IN WITNESS HEREOF, the parties hereby execute this **Agreement** upon the terms and conditions contained herein and on the date and year herein indicated:

Hall & Foreman, Inc.

Coast Community College District

By: _____
Name: Glenn M. Chung, P.E.
Title: Vice President/Principal
Date: _____

By: _____
Name: _____
Title: _____
Date: _____
Federal Tax I.D. # _____

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND HALL & FOREMAN, INC.

Client and Consultant agree the following provisions are part of their Agreement:

1. Consultant Responsibilities: Consultant shall perform its services in accordance with generally accepted standards of professional practice in Southern California in effect at the time of performance. Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, surveys, or professional advice. Consultant's services will be performed for the benefit of Client and not for any third-party beneficiary. Consultant is an independent contractor and not an employee of Client.

2. Insurance: Consultant shall obtain and maintain in full force, at its own expense, from insurers with a Best's rating of at least A-IX, the following insurance coverage in not less than the following amounts: (i) Workers' Compensation covering all of Consultant's employees performing services under this Agreement in the amount required by applicable law; (ii) Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; (iii) Automobile Liability in the amount of \$1,000,000 combined single limit; (iv) Umbrella Liability, covering claims in excess of the limits of General Liability and Automobile Liability, in the amount of \$1,000,000 per occurrence and aggregate; and (v) Professional Liability in the amount of \$2,000,000 per claim and aggregate. If requested by Client, Consultant shall provide certificates of insurance providing thirty days written notice to Client of cancellation, except for nonpayment of premium for which ten days will be provided to Client.

3. Indemnification: Each party shall hold harmless and indemnify the other party from and against liability arising from the indemnifying party's negligent acts, errors, or omissions. If other parties are liable in addition to the indemnifying party, the indemnifying party shall pay only an amount proportional to its degree of culpability.

4. Documents: All of Consultant's plans, specifications, surveys, and other documents prepared under this Agreement are instruments of service. Consultant grants ownership to Client of its plans, specifications, surveys, and other documents prepared under this Agreement, provided Client has paid Consultant all amounts to which the Consultant is entitled. Consultant shall not be liable for the use of its plans, specifications, surveys, and other documents on a project other than that for which they were prepared.

5. Exclusions from Service: Consultant is not responsible for the detection, presence, handling, removal, abatement, or disposal of asbestos or hazardous or toxic substances, products or materials. The Consultant is not responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, since these are solely the construction contractor's rights and responsibilities. If Consultant is requested to review anything from a construction contractor or supplier, the review is for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents, and not for the purpose of determining accuracy or completeness or safety precautions, all of which remain the construction contractor's responsibility. Consultant does not perform geotechnical services and is not responsible for soils or geological conditions.

**STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND HALL & FOREMAN, INC.**

6. Cost Estimates: Since the Consultant has no control over the cost of labor, materials or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions, the Consultant cannot and does not warrant or represent that bids will not vary from any estimates of construction cost.

7. Delays: Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or promptly approve or disapprove of Consultant's services or instruments of service, or faulty performance or delay by Client, contractors, or government agencies.

8. Suspension of Services: Client may suspend the Consultant's performance of services by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of suspension. Consultant may suspend its services if Client fails to pay undisputed amounts of Consultant's invoices within sixty days of receipt of invoice or if Client files or has filed against it a petition under the Bankruptcy Code. The Client and Consultant will re-negotiate the fee if the period of suspension exceeds ninety days.

9. Termination of Services: Client may terminate this Agreement by written notice to Consultant, provided Client pays Consultant for all services performed prior to the effective date of termination. Consultant may terminate this Agreement upon ten days notice of breach by Client, including nonpayment of undisputed fees, provided Client does not cure such breach within ten days of notice of breach. Client shall pay Consultant for all services performed prior to the effective date of termination.

10. Assignment: Neither party may assign this Agreement without the prior written consent of the other.

11. Limitation of Liability: To the maximum extent permitted by law, Client agrees to limit the total liability of Consultant and its principals, officers, and employees to the limit of Consultant's available insurance. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

12. General: This Agreement contains the entire agreement between Client and Consultant relating to Project, and all prior agreements have no force or effect. This Agreement may be modified only by a writing signed by both Client and Consultant. This Agreement shall be binding upon the successors and assigns of Client and Consultant. Client's or Consultant's waiver of any right it has under this Agreement shall not constitute a waiver of any other right. This Agreement shall be governed by and construed in accordance with California law. If any provision of this Agreement is determined invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall be binding on Client and Consultant.

EXHIBIT "B" SCOPE OF SERVICES

Consultant agrees to perform and furnish the following services as outlined below per the area defined in the revised survey map received on October 23, 2012 by Hill Partnership Architects:

(Note: The numbers in parenthesis, e.g., (070) refer to Hall & Foreman, Inc.'s internal service codes.)

I. DESIGN SURVEY SERVICES (250)

1. Preparation of a topographical survey of the subject New Planetarium Building:
 - a. Perform general topography including: grade spot elevations and grade contour intervals at 1' increments. Identify curb, gutter, swale and flow line elevations at 25 ft. intervals minimum.
 - b. Identify all trees and their trunk diameters, fences and gates including their type and sizes, fire hydrants, irrigation controls and BFP, lighting poles, and signage poles.
 - c. Locate and document utility infrastructure. Identify utility name and top elevations of all utility vaults, covers and grates and invert elevations of sewer and storm drain cleanouts and catch basins.
 - d. Identify building foot print as well as roof overhang and label accordingly.
 - e. Identify building finish floor elevation and top of paving elevation at all exterior door thresholds.
 - f. Identify all of the "main" building corners within the lines delineated on the survey map exhibit provided by Architect. HPI plans will be provided (by Client) to supplement the field topo.
 - g. Identify all underground utilities and box sizes as shown on the plans provided by the OCC.
2. Provide hard copy survey documents on 30" X 42" drawing sheets, wet signed by a licensed surveyor or civil engineer with the date that the survey was taken. Identify building and street names, drawing scale, north arrow, legend and project, client and surveyor/engineers names and addresses. Identify survey date.
3. Provide digital copies of the survey documents in AutoCAD format on a CD disk.
4. Provide survey control, survey benchmark tie to coordinate system at OCC.
5. Providing within the topographical survey, a map of all utilities marked as part of this agreement.

6. The Aerial Topographic Survey Map shall be prepared in accordance with National Mapping Standards at a scale of 1"= 40' and a contour interval of 1 foot.

PROPOSED FEE for Part I: \$18,400 LS
(Items 1 - 6)

II. POTHOLING

7. Providing underground locating survey including all personnel, equipment and supplies required to perform utility designation. Utility designation for this project will be done using the following types of equipment: Electromagnetic locator, Ground Penetrating Radar, or Rush-rodder type CCTV camera. We budgeted for 4 potholes, if needed, for non-inclusive GPR results or where official verification is needed. If any additional potholes are required, it will be at an additional cost of \$546.00/pothole.
8. Marking of all utilities identified with white paint markings indicating the type of facility found and the orientation of the facility. If the utility is in a dirt area offset markings will be made to the nearest permanent surface. Marking Paint will be removed.

PROPOSED FEE for Part II: \$12,300 LS
(Items 7 & 8)

TOTAL PROPOSED FEE: \$30,700.00

PLUS REIMBURSABLES STATED IN EXHIBIT 'D' MISC. FEE

EXHIBIT "C"
DATA AND ASSUMPTIONS

IL120251.1000

Consultant intends to provide surveying services to facilitate the design of the proposed Orange Coast College New Planetarium (**Project**) in the City of Costa Mesa, County of Orange, California. This **Agreement** for Surveying Services has been prepared based upon normal surveying procedures, as well as the Orange Coast College College (OCC) New Planetarium Survey Scope of Work. The **Scope of Service (Exhibit "B")** specifically states those services to be performed, subject to the following **Data and Assumptions**:

1. It is assumed, that for the purpose of this section, sufficient "survey control will be available to ensure conformance with existing datums. In the event existing survey control is deficient, then additional expanded scope may be required. If this should occur, **Consultant** will discuss in detail with **Client** these findings, and a fee adjustment to this agreement will be required
2. Utilities will be located by available above ground evidence and in conjunction with the use of an Underground Locating Consultant. No assurance as to the exact location of said underground utilities is made to the **Client**. Utilities will not be located inside of buildings, within basements, or within any parking structures. .
3. Items specifically excluded from this **Agreement**:
 - a. There will be no boundary surveying or mapping involved. The extent of surveying will be locating survey control sufficient enough to ensure continuity with existing horizontal and vertical datums.
 - b. No notification of the Dig-Alert people to paint mark the underground lines.
 - c. We will not be setting any boundary corners.
 - d. No construction staking.
4. The Aerial Topographic Survey Map shall be prepared in accordance with National Mapping Standards at a scale of 1"= 40' and a contour interval of 1 foot.

EXHIBIT "D"
FEE AND PAYMENT SCHEDULE

II.120251.1000

Client agrees to compensate **Consultant** for those services specified in Exhibit "B", **Scope of Services**.

Client shall be billed monthly as the work progresses on a percentage of completion basis to be determined at the end of each month. Invoices shall be considered due and payable upon presentation.

Parties agree that both the fixed fee and the **Schedule of Hourly Billing Rates**, Exhibit "E", as stated herein, are effective from the date of this **Agreement**.

It is **Consultant's** policy to meet all schedule requirements while maintaining a competent and professional level of service. In return, it is expected that all invoices will be paid in a timely manner. It is agreed and understood that all invoices will be considered delinquent sixty (60) days after invoice date. If invoice remains unpaid on the sixty-first (61st) day after invoice date, a late fee in the form of ten (10) percent interest per annum will begin accruing and **Consultant** will stop work on this project. Ninety (90) days after invoice date **Consultant** will lien the property.

The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee stated herein, and shall be the full responsibility of the **Client**.

MISCELLANEOUS FEES

Client shall pay the cost, plus fifteen (15) percent, for any applicable governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction costs, plotter costs, automobile mileage, and delivery or messenger services incurred on **Client's** behalf. If requested, **Consultant** will provide a computer printout which details these cost. **Consultant** does not typically provide any additional back-up for these expenses as part of said fee.

We would estimate that for a project of this scope, these costs may amount to approximately **\$600-700**.

Miscellaneous fees shall be billed monthly, as they are incurred. Invoices shall be considered due and payable upon presentation.

EXHIBIT 'E'**SCHEDULE OF HOURLY BILLING RATES**

Effective November 1, 2011

OFFICE:

Principal	\$215.00/Hour
Project Management (VP/Sr. Proj. Dir./Proj. Dir./Proj. & Survey Mgr)	\$175.00/Hour
Senior Engr./Proj. Eng./Proj. Surveyor/Sr. Designer/Principal Planner	\$135.00/Hour
Staff Engineer	\$115.00/Hour
Designer/Assist. Proj. Mgr/Planner/Survey Analyst	\$105.00/Hour
Junior Engineer/Assist. Engineer	\$ 85.00/Hour
Project Assistant/Expeditor	\$ 80.00/Hour
Administrative	\$ 65.00/Hour

EXPERT WITNESS:

Preparation for Depositions/Court Appearances	\$215.00/Hour
Depositions/Court Appearances	\$350.00/Hour

FIELD SURVEY:

1-Person Survey Crew	\$150.00/Hour
2-Person Survey Crew	\$200.00/Hour
3-Person Survey Crew	\$245.00/Hour
2-Person High Definition Survey Crew	\$225.00/Hour

CONSTRUCTION:

Resident Engineer	\$115.00/Hour
Inspector	\$105.00/Hour

Note 1: Client shall pay the cost, plus 15%, for any applicable governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, plotting costs, mileage, and delivery or messenger services incurred on Client's behalf. If requested, HFI will provide a computer printout, which details these costs. HFI does not typically provide any additional back up for these generally nominal expenses as part of our fee.

Note 2: In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.

Note 3: The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the Client.

Note 4: Depositions and Court Appearances shall be billed at the above noted rate, with a four (4) hour minimum.

EXHIBIT "F"
CADD PRODUCTS

Products produced on CADD and provided to the **Client** or Agents of **Client** on electronic media are for support purposes only. Signed and sealed copies of original maps and plans shall be considered the "record" documents.

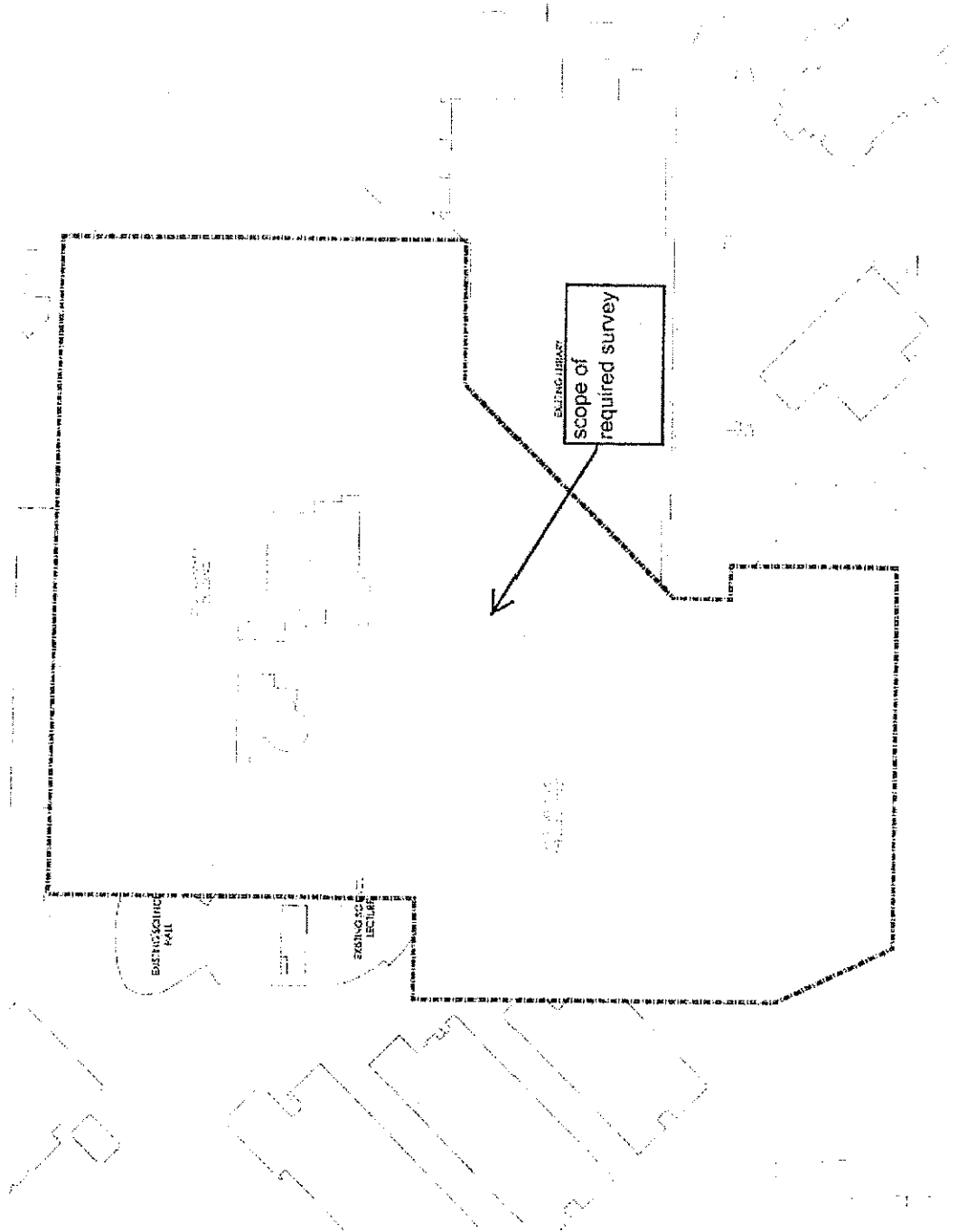
Any use or reuse of original or altered CADD design materials by **Client**, agents of **Client**, or other parties without the prior review and written approval of **Consultant** shall be at the sole risk of **Client**. Further, **Client** agrees to defend, indemnify, and hold **Consultant** harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of these materials.

Client recognizes that designs, plans, and data stored on electronic media including, but not limited to, computer disks, or magnetic tapes and compact disks, may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, **Consultant** shall submit to **Client** any deliverables, which have been contractually agreed to on electronic media. **Client** shall have 30 days to inspect such deliverables and notify **Consultant** of any irregularities in the deliverables. **Consultant** will correct any such irregularities detected by **Client** in order to complete the design in accordance with the intent of the **Agreement** and specifications. At the end of said 30-day inspection period, **Consultant** shall submit a final set of sealed documents, and any additional services to be performed by **Consultant** relative to the submitted electronic materials shall be considered Additional Work, and shall be approved by **Client** prior to commencing such effort.

CADD submittals to or on behalf of **Client** will be prepared using AutoCAD/Land Development Desktop formats on a Windows environment, and shall be considered within the **Scope of Services** of the **Agreement**.

Submittals in other formats and/or other computer environments, and the work-effort related thereto, shall be considered Additional Work, and shall be approved by **Client** prior to commencing such effort.

OCC – New Planetarium
Provided Hill Partnership Inc. - Survey Map Area Revised 10/23/12





Board approval of the Orange Coast College Transfer Center/Articulation outcome and maintenance objectives for 2012-2013 year.

Orange Coast College Transfer Center / Articulation 2012 - 2013 Year Goals

Goals: Transfer Center

Goals	Measurement Strategy	Program
Outreach to historically underrepresented (African-American, Latino, Native American) students from local feeder high schools.	Count number of student contacts. Key informant interview (Transfer Opportunity Program, TOP, Coordinator/Staff Assistant Transfer Center/TOP Counselor)	Transfer Center/TOP
Serve on key Intersegmental committees that directly impact the transfer student population at Orange Coast College.	Key informant review (Transfer Center Coordinator/Transfer Center Counselor/ Articulation Officer)	Transfer Center
Update the on-line Transfer Admission Guarantee (TAG) orientation for OCC students who are applying for the UC TAG and the on-line UC personal statement tutorial.	Transfer Center Counselor, Staff Assistants Transfer Center, Transfer Center Coordinator and IT staff	Transfer Center
As a member of the UCOP Data Sharing Project, follow up with all OCC students who applied for fall 2012 transfer to a UC campus.	Contact count. Key informant interview (students)	Transfer Center
Improve and maintain existing Transfer Center/TOP facilities, increase student awareness of location and services	Key informant review (Transfer Center TOP Coordinator/, Staff Assistants Transfer Center and TOP	Transfer Center/TOP
Increase interaction between OCC Transfer Center and out-of-state institutions	Key informant review (Transfer Center Coordinator, Transfer Center Counselor, Transfer Center Staff Aide)	Transfer Center

Maintenance Goals: Transfer Center

Goals	Measurement Strategy	Program
Work with the Office of Institutional Research to better track OCC transfer students.	Count comparison using August 1998 as a baseline	Transfer Center/Office of Institutional

Goals	Measurement Strategy	Program
		Research
Ensure that students and counseling faculty receive accurate and up to date transfer information.	Key informant review (Transfer Center Coordinator/Transfer Center Counselor/ Articulation Officer)	Transfer Center
Maintain the number of students applying for transfer to UCs and CSUs.	Count comparison of those applying for transfer with 1998-99 as a baseline	Transfer Center/Office of Institutional Research
Encourage ongoing interaction between Orange Coast College and neighboring four-year institutions.	Key informant review (Transfer Center Coordinator/Articulation Officer)	Transfer Center
Simplify student access to transfer information and maintain resources from 4-year institutions in the Transfer Center and on our website.	Student survey	Transfer Center
Increase student access to and counselor utilization of Project ASSIST.	Student survey, Counselor survey	Transfer Center
Provide students the opportunity to tour four-year campuses.	Key informant interview (Transfer Center Coordinator/Staff Assistant Transfer Center)	Transfer Center
Submit annual report to the CCC Chancellor Office	Transfer Center Coordinator	Transfer Center
Monitor the progress of TOP freshmen students through progress reports and provide support to increase retention to the point of transfer.	Key informant interview (Transfer Center Coordinator/TOP Counselor)	TOP
Informing OCC students on transfer related events and activities utilizing Transfer Center web site, campus web site (MyOCC), e-mails, Facebook, Twitter and school newspaper.	Key informant interview (Transfer Center Coordinator/Staff Assistant Transfer Center)	Transfer Center
Provide support for students applying to transfer to UC, CSU, independent and out-of-state institutions. (workshops, group and individual appointments)	Key informant interview (All Transfer/TOP Center faculty and staff)	Transfer Center
Meet with Transfer Center Advisory Committee on an annual basis to plan for the future.	Key informant interview (All Transfer/TOP Center faculty and staff)	Transfer Center

Goals	Measurement Strategy	Program
Continue to survey OCC students on their satisfaction with the Transfer Center and TOP.	Student survey	Transfer Center/TOP
Increase awareness of the transfer process by providing classroom presentations and maintaining a visual presence on campus.	Key informant interview (Transfer Center Coordinator/Staff Assistant Transfer Center)	Transfer Center/ Instructional Division Deans
Support transfer student progress, making appropriate referrals to campus services when needed.	Key informant interview (All Transfer/TOP Center faculty and staff)	Transfer Center

Goals: Articulation

Objectives	Measurement Strategy	Program
Develop new articulation with Private four year institutions within California.	Key informant interview (Articulation Officer)	Articulation
Develop new articulation with out of state institutions.		
Educate faculty about C-ID project. Propose courses for C-ID review and approval.	Key informant interview (Articulation Officer)	Articulation
Assist faculty in the revision or development of new courses for UC transferability and expand general education and lower division major preparation offerings.	Key informant interview (Articulation Officer)	Articulation
Develop stronger course to course articulation for majors in Physical and Life Sciences, including Computer Science, throughout the state.	Key informant interview (Articulation Officer)	Articulation
Assist faculty and curriculum committee in developing, reviewing and approving the new Associate degrees- TMC model degrees.	Key informant interview (Articulation Officer)	Articulation

Maintenance Goals: Articulation

Objectives	Measurement Strategy	Program
To maintain the lower division curriculum guides, both printed and electronic versions.	Key informant interview (Articulation Officer)	Articulation

Objectives	To continue to participate in articulation projects.	Key informant interview (Articulation Officer)	Articulation
Measurement Strategy	Program		

RESOLUTION # 12-37

A Resolution of the Board of Trustees of the Coast Community College District Authorizing Payment to Trustee Absent from Board Meeting

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

WHEREAS, on November 7, 2012 the Board of Trustees of the Coast Community College District held a Regular Meeting; and

WHEREAS, Student Trustee Cody Joe Torre was not present at the Board meeting; and

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

NOW, THEREFORE, BE IT RESOLVED, that Student Trustee Torre shall be paid at the regular rate of compensation for the Regular Meeting of November 7, 2012.

I, Julie Frazier-Mathews, Secretary of the Board of Trustees of Coast Community College District hereby certify that on November 20, 2012 this Resolution was adopted by the Board by a vote of ____.

Ayes:

Noes:

Absent:

Abstain:

Julie Frazier-Mathews, Secretary of the Board of Trustees



Coast Community College District
BOARD POLICY
Chapter 4
Business Operations

BP 6150 Designation of Authorized Signatures

Education Code Sections 70902, 85230, 85231, 85232, 85233

Authority to sign orders and ~~other 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

