



To: See Distribution *
From: Kathy Donato *Kathy*
Date: March 5, 2012
Subject: Glendale Community College, #1283

Attached is the executed Agreement for operation of subject school's bookstore.

Our contact is: Dr. Paul Schlossman
Dean of Student Affairs
Glendale Community College
1500 N. Verdugo Road; SC 202
Glendale, California 91208-2894
818.24031000, ext. 5594
pschloss@glendale.edu

KD/kd

****Distribution***

K. Donato
M. Perry

L. Bortscheller
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K. Donato
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T. Follin
M. Matthews
J. McCollum
D. McMahan
D. Mehta
L. Peña
S. Pribyl
P. Rivers
D. Rossi
M. Seaman
R. Stamm
Jamie Thomas
P. Usher
T. Walkup
A. Williams
B. Scholl
J. Zalewski
S. Duits

Contract #: 923C

**BOOKSTORE OPERATING AGREEMENT BETWEEN
GLENDALE COMMUNITY COLLEGE ON BEHALF OF ASSOCIATED STUDENTS
OF GLENDALE COMMUNITY COLLEGE
AND FOLLETT HIGHER EDUCATION GROUP, INC.**

This Bookstore Operating Agreement (“Agreement”) is made as of September 19, 2011 between (“ASGCC”) and Follett Higher Education Group, Inc. (“Follett”).

Intending to be legally bound, ASGCC and Follett agree:

1. **Store.** Subject to all the terms and conditions in this Agreement, Follett shall operate a bookstore (“Store”) for ASGCC.
2. **Term.** This Agreement takes effect November 15, 2011, and continues, unless sooner terminated in accordance with Section 3, until October 31, 2017. Thereafter, unless either party notifies the other in writing at least 180 days before expiration of the initial term, or then-current renewal term, of its intention not to renew, this Agreement shall automatically renew for two successive one-year renewal terms under the terms and conditions set forth in this Agreement.
3. **Early Termination.**
 - 3.1 Either party may terminate this Agreement with or without cause by giving the other party at least 180 days prior written notice of termination.
 - 3.2 Either party may terminate this Agreement upon 90 days prior written notice for material nonperformance by the other party, documented, in case of nonperformance by Follett, in accordance with Section 7.4.
 - 3.3 ASGCC may terminate this Agreement immediately if Follett initiates any bankruptcy proceeding, or if any such proceeding initiated against Follett remains undismissed for 60 days.
4. **Rights Upon Termination, Expiration or Non-Renewal.**
 - 4.1 Termination, expiration or non-renewal of this Agreement shall not affect any right of either party accrued prior to such termination, expiration or non-renewal.
 - 4.2 On any termination without cause or non-renewal of this Agreement, ASGCC shall pay Follett the unamortized book value not to exceed \$40,000 (calculated on the straight-line method from the in-service date[s] over the greater of 8 years or until expiration of this Agreement) for Store Remodeling.
 - 4.3 On any termination by the College without cause and without 180 days’ notice, ASGCC shall purchase, or cause to be purchased, the Store inventory then on hand under the same terms as purchased by Follett under Section 9.1.

5. **Store Improvements.**

- 5.1 Follett shall spend up to a total of \$40,000 to improve the Store in accordance with this Section 5. This expenditure may include furniture, trade fixtures, and equipment, including that which is readily removable (“Capital Equipment”) and Follett and third-party design and project management services, third-party architectural and engineering services, cabling and infrastructure, floor and wall coverings, decorating, lighting, and fixtures that are not readily removable (“Store Remodeling”). Capital Equipment and Store Remodeling each include all replacements, additions and extensions paid for by Follett, whenever installed. The Capital Equipment and Store Remodeling together comprise the “Store Improvements.”
- 5.2 Follett shall prepare complete plans and specifications for the Store Improvements for review and approval by ASGCC, and shall work closely with ASGCC to develop mutually acceptable plans (“Plans”). ASGCC shall have the final approval over all the Plans; provided, however, that if the cost of carrying out the Plans as approved by ASGCC exceeds the amount set forth in Section 5.1, ASGCC shall be responsible for the excess.
- 5.3 When ASGCC has given final approval to the Plans, Follett shall submit an installation and construction schedule to ASGCC for approval. ASGCC shall review and comment on the Plans and schedule in a reasonable time frame to allow the project completion date to be met.
- 5.4 The Store Improvements shall meet or exceed the requirements of the Americans With Disabilities Act (“ADA”) and all other applicable codes, laws and regulations, and shall be in accordance with Follett’s Design Intent documents.
- 5.5 All Capital Equipment purchased by Follett and not attached as a fixture to real estate will remain the property of Follett.

6. **General Rights and Responsibilities of Follett.**

- 6.1 Follett shall operate the Store in accordance with the highest standards and commercial practices in the college bookstore industry.
- 6.2 Follett shall operate the Store 12 months per year. The name of the Store shall not change. The Store’s normal hours of operation and holiday closing schedule, shall be as approved in writing by ASGCC after consultation with Follett; hours of operation during registration periods, the first two weeks of classes, and all special campus events, shall be extended to coincide with demand.
- 6.3 Follett shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by ASGCC (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, rent and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university bookstores, including but not limited to, textbooks, class and alumni rings and jewelry, clothing (whether or not emblematic), ASGCC supplies,

desk and dorm accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by ASGCC during the term of this Agreement. This Section 6.3 does not prohibit occasional sales by student groups or student government organizations that do not materially impact Store sales.

- 6.4 ASGCC grants Follett the right, subject to ASGCC's published standards, to use the ASGCC's seal, logotype, and associated trademarks and service marks on the Store's Internet site, signage and collateral materials, and stationery, soft goods, notebooks, pens, pencils, decals and other goods traditionally sold in college and university bookstores. ASGCC will not grant such right to any other online or brick-and-mortar retail bookseller during the term of this Agreement. If ASGCC changes its name, seal, or logotype with less than one year written notice to Follett prior to notice to the public, Follett may deduct from any commissions otherwise payable to ASGCC Follett's actual documented cost of all unsold emblematic merchandise on hand at the time of such change.
- 6.5 In order to secure property in the Store, Follett shall cooperate with ASGCC in providing Store security, theft prevention, and emergency procedures in case of fire or casualty. In cooperation with ASGCC Security, Follett shall create and maintain a Store security plan acceptable to ASGCC for textbook buyback, rush and other special events.
- 6.6 Follett shall not cause ASGCC's students, faculty, or staff suspected of theft or disturbance to be arrested by public authorities (except in emergencies) or prosecuted without prior consultation with ASGCC.
- 6.7 In its operation of the Store, Follett shall pay its bona fide financial obligations to ASGCC and to third parties in a timely manner.
- 6.8 Follett shall collect and pay any sales tax or similar tax on its retail sales, and applicable income taxes on its revenues. Follett shall not be responsible for property taxes on the Store facility or any other taxes not currently assessed.
- 6.9 Follett shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the services described herein.
- 6.10 Follett shall abide, and require its employees to abide, by applicable ASGCC regulations and policies. ASGCC shall provide Follett with copies of applicable policies, and timely inform Follett of any changes.
- 6.11 Follett shall abide by all federal, state and local laws applicable to its operation.
- 6.12 In performing this Agreement, Follett shall not discriminate based on sex, race, national origin, religion, color, sexual orientation, veteran status, disabled veteran status, age or disability protected under the ADA.

- 6.13 Follett shall be responsible for any loss or damage to property owned by ASGCC that is in Follett's possession or control or is caused by Follett or its employees or agents in the course and scope of their employment.
- 6.14 Follett will make its corporate representatives reasonably available to ASGCC to discuss and resolve any operational issues.
- 6.15 Follett shall be responsible for daily cleaning of the Store interior, including provision of basic janitorial equipment and supplies, sweeping, dusting, and removal of light trash to ASGCC-provided receptacles.
- 6.16 Follett will offer ASGCC faculty and staff a 10% discount on all purchases over \$1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software. Follett will offer all ASGCC departments a 20% discount on purchases of supplies over \$1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.
- 6.17 Follett will provide \$10,000 annually in textbook scholarships during the term of this Agreement, in the form of gift cards or as an accounts receivable account.
- 6.18 Follett will sell parking passes in a manner mutually agreed upon with the ASGCC. It is understood that on the onset of this partnership Follett shall receive .50 per parking pass, after the first year of the bookstore operation. Thereafter, Follett shall be able to submit a request or proposal revise the parking pass distribution provisions for consideration by the ASGCC.

7. **General Rights and Responsibilities of ASGCC.**

- 7.1 ASGCC will provide and maintain an appropriate, safe and habitable location, in accordance with all applicable laws and regulations, in retail-ready condition, for the Store Improvements and ongoing Store operations. Except for the Store Improvements provided by Follett in accordance with Section 5, ASGCC shall be responsible for furnishing appropriate decorating, fixtures, equipment, shelving, lighting, flooring, plumbing, power and HVAC. ASGCC shall also keep the building in which the Store is located in compliance with all fire, building and electrical codes and regulations, including regulations governing fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical service. ASGCC shall be responsible for any loss resulting from failure of the building to meet applicable building codes and regulations. If the ASGCC relocates all or any part of the Store operations, ASGCC will provide Follett with at least 90 days advance notice of the relocation and will reimburse Follett, within 30 days after Follett's invoice, for Follett's cost of the relocation.
- 7.2 ASGCC will name a representative authorized to advise Follett of ASGCC's approvals, consents and instructions under this Agreement.
- 7.3 ASGCC may prohibit sale at the Store of any item it finds offensive or inappropriate.

- 7.4 If at any time ASGCC is dissatisfied with Follett's performance under this Agreement, ASGCC shall document the unsatisfactory performance and submit the documentation to Follett for immediate review and corrective action. ASGCC may require a review meeting to prepare the corrective action.
- 7.5 ASGCC shall provide the following services to the Store in accordance with ASGCC's building standards at no cost to Follett:
- a) Security of persons and property in the same manner provided for other ASGCC premises;
 - b) Internal and external building maintenance, including, but not limited to, plumbing, electric, light bulbs, HVAC and other mechanical systems, fire protection, roof membrane and structure, floors, walls, ceilings, windows and doors;
 - c) Pest control services on the regular ASGCC schedule;
 - d) Lost and found service as regularly provided by ASGCC;
 - e) Parking for Follett's employees in common with other authorized parkers in a location approved and provided by ASGCC (Follett's employees must abide by all applicable parking regulations);
 - f) Participation in any debit or credit card, voucher program, or other payment or financial aid service now or hereafter made available by ASGCC to its students or to local merchants;
 - g) Local telephone/data service including all equipment and lines (telephone toll charges to be charged to Follett at the same rate charged to ASGCC's departments);
 - h) Reasonable access to ASGCC's telecommunications and network systems as required to install, at Follett's sole expense, T1 lines and associated connectivity for Follett's point-of-sale systems; and
 - i) Building standard utilities.
- 7.6 ASGCC will require its faculty and staff to provide Follett with timely and accurate textbook adoption information.
- 7.7 Follett will extend credit to ASGCC for financial aid and departmental charge accounts in accordance with the terms set forth in Follett's standard credit application. ASGCC will furnish to Follett all required information and will pay all accounts within 30 days of invoice, or will pay applicable late charges as provided in the credit application.
8. **Bookstore Personnel.**
- 8.1 Follett will furnish sufficient adequately trained personnel to provide efficient and courteous service to customers, including sufficient substitute personnel in case of employee absence. In addition, Follett will provide ongoing training in customer service and will formally recognize and reward employees who provide superior customer service.
- 8.2 ASGCC may participate in interviewing and evaluation of Follett's Store Manager should the need arise to fill the position. Follett's selection of the Store Manager is subject to ASGCC's approval.

8.3 Follett understands that the current bookstore staff is important to the success of the bookstore. Follett shall offer the six existing full time bookstore employees full time positions in the bookstore (at the College or other nearby Follett ASGCCs), plus offer a tremendous opportunity for professional growth. Bookstore managers are eligible to receive a bonus equivalent to up to 50% of their salary for reaching specified goals. At the ASGCC's request existing bookstore employees may (with notice) be assigned on loan to the ASGCC, Follett will invoice the ASGCC for the hourly costs of special employee assignments.

9. **Bookstore Stock and Sales.**

9.1 Follett shall purchase from ASGCC all salable and rentable merchandise in the Store, including new textbooks, used textbooks, trade, reference and technical books, Rental Program inventory, whether in stock or rented, and general merchandise. Follett will cause all such merchandise to be inventoried by an independent firm. ASGCC may observe the inventory if desired. Within 120 days after the completion of the inventory, Follett shall pay ASGCC for the merchandise as follows:

a) New Textbooks

1. Follett will purchase new textbooks adopted for the next academic term, in quantities not exceeding course requirements, at standard industry discounts or cost. New textbooks purchased that are not utilized in the next academic term and are not returnable to the publisher will be charged back to ASGCC.
2. Follett will purchase new textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at the current wholesale price.

b) Used Textbooks

1. Follett will purchase used textbooks adopted for the next academic term, in quantities not exceeding course requirements, at 50% of the current retail selling price. Used textbooks purchased that are not utilized in the next academic term and are not returnable to the wholesaler will be charged back to ASGCC.
2. Follett will purchase used textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at current wholesale price.

c) Trade, Reference and Technical Books ("Trade Books")

1. Follett will purchase Trade Books that have been purchased during the past academic year and are returnable to the publisher at standard industry discounts or cost.
2. Follett will purchase Trade Books not meeting these requirements at a price agreeable to ASGCC and Follett.

- d) General Merchandise
 - 1. Follett will purchase general merchandise traditionally sold in college bookstores, purchased in the past academic year, in saleable condition, and not in excessive quantities, at standard industry discounts or cost.
 - 2. Follett will purchase general merchandise not meeting these requirements at a price agreeable to ASGCC and Follett.
- 9.2 Follett shall also purchase from ASGCC any verified, usable credits with publishers or vendors in accordance with Follett's procedures.
- 9.3 In operating the Store, Follett will charge industry standard, competitive and fair prices, which, at present, are as follows:
 - a) On new textbooks and trade books, not more than the publishers' list price, or a 25% gross margin (cost divided by .75, inclusive of restocking fees and return penalties) on net price books and list price books sold to Follett at less than a 25% discount off list (inclusive of restocking fees and return penalties), plus freight and handling costs and rounded up to the next quarter.
 - b) On coursepacks, text "packages," "kits," "sets," and "bundles," and non-returnable and return-restricted texts, not more than a 30% gross margin (cost divided by .70, inclusive of restocking fees and return penalties), plus freight and handling costs and rounded up to the next quarter.
 - c) Whenever Follett determines the end-user price for e-books and other digital content, Follett will follow the same pricing rules applicable to coursepacks, bundles and return-restricted texts, and the end-user price established by Follett will be the applicable gross revenue for commission purposes. When a publisher(s) has the exclusive control over, and determines, the end-user price, and Follett is the agent, Follett's agency fee will be the applicable gross revenue for commission purposes.
 - d) On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices rounded up to the next quarter.
 - e) Follett will be setting rental fees for each title, and any given title's fee may vary as a percentage of the retail selling price.
 - f) On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.
- 9.4 Follett will expeditiously process text requests placed after the adoption deadline.
- 9.5 Follett shall purchase used textbooks year round. Follett shall purchase used textbooks adopted for the next academic term in quantities sufficient to meet course requirements at not less than 50% of the student's purchase price rounded to the nearest quarter. Follett shall purchase used books not adopted for the next academic term or in excess of course requirements at wholesale prices prevailing in ASGCC's locality rounded to the nearest quarter.
- 9.6 Follett will accept returns in accordance with the following policies:
 - a) Non-textbook items in resalable condition may be refunded or exchanged at any time with original receipt.

- b) Textbooks in resalable condition may be refunded with receipt within seven (7) calendar days from the start of classes or within two (2) days of purchase thereafter, including during summer term.
- c) Textbooks purchased during the last week of classes or during exams may be sold back under the book buyback policy.
- d) Computer software may be returned if it is unopened and shrink-wrapped.
- e) In addition, upon proof of drop/add, Follett will accept textbook returns from students who have dropped a course up to thirty (30) days from the start of classes or until the end of the official drop/add period, whichever comes first.

9.7 In operating the Store, Follett shall accept as a minimum, MasterCard, Visa, Discover and American Express charge cards. Follett will pay all merchant charges associated with acceptance of these credit cards.

10. Commission.

10.1 Follett shall pay commission to ASGCC in an annual amount equal to the sum of:

- 12.4%** of all Gross Revenue up to **\$4,000,000**; plus
- 13.4 %** of any part of Gross Revenue over **\$4,000,000**.

As used in this Section 10, Gross Revenue is defined as all sales made by the Store or the Store's world wide web page, catalog, or mail order function (if any), including text rental fees and replacement costs of rental texts not returned, but excluding any text rental processing fees, less refunds, returns, taxes, commissions earned from rings and graduation regalia, allocations of Follett-funded scholarships, discounted sales to departmental faculty, staff and others under this Agreement, and sales at less than a 20% gross margin, including but not limited to computer system sales, (such as software, hardware and components) and consumer electronics (such as mp3 players, digital cameras and e-readers), all as reasonably calculated by Follett. When Follett sells digital content as agent, Follett's agency fee shall be the applicable gross revenue.

- 10.2 Follett will keep complete and accurate records of all Store transactions in accordance with industry accounting practices and will provide a statement of Store gross revenue to ASGCC monthly for the preceding period. Follett will preserve records of store operations for 3 years from the transaction date, and will make them available for review, audit and verification by ASGCC at the Store upon request on reasonable advance notice during ordinary business hours other than during Store "rush" periods.
- 10.3 Follett shall pay the commission calculated in accordance with Section 10.1 monthly, twenty days after the end of the month. Any other payment required to be made by Follett to ASGCC under this Agreement shall be made within thirty days of receipt of invoice.

11. Bookstore Rentals.

- 11.1 Follett will provide a proprietary course material rental program (“Rental Program”) via individual rental agreements with students (“Student Rental Agreements”). Rental pricing will be determined by Follett. Two types of textbooks will be eligible for adoption in the rental program:

The “National Title List” Textbook. Follett will offer a National Textbook Rental Title List of the textbooks available for rental, which will be updated periodically by Follett (the “National Title List”).

The “Local Program” Textbook. ASGCC may select books not on the National Title List to be part of the Rental Program provided ASGCC agrees to continue to adopt the specific book(s) for at least 4 consecutive semesters. In the event ASGCC fails to consistently comply with meeting the 4 consecutive similar-sized semesters commitment in the aggregate, Follett at its sole discretion may eliminate the Local Program.

- 11.2 ASGCC will support the Rental Program as follows: Successor in Interest - On any termination, expiration or non-renewal of this Agreement, Student Rental Agreements will be assigned to ASGCC or successor store operator. Where rented textbooks have not been returned, where no charge has been made to the credit or debit card held as security therein, or where some other loss occurs under a Student Rental Agreement, ASGCC will look solely to the student.

12. Insurance.

- 12.1 During the term of this Agreement, Follett shall keep in force, at its own expense, at least the following insurance, all in accordance with this Section 12:

- a) Commercial General Liability having a combined single limit of not less than \$1,000,000 per occurrence covering contractual liability and products/completed operations;
- b) Business Automobile Liability having a combined single limit of not less than \$1,000,000 per occurrence covering claims arising out of ownership, maintenance, or use of owned or non-owned automobiles;
- c) Worker’s Compensation insurance having limits not less than those required by applicable statute;
- d) Employer’s Liability in the amount of at least \$1,000,000.
- e) Excess or Umbrella Liability in the amount of at least \$2,000,000.

- 12.2 ASGCC, its affiliates, officers, directors, trustees, volunteers, and employees shall be named as additional insureds under the Commercial General Liability policy upon the ASGCC’s written request.

- 12.3 Follett shall furnish industry standard Certificate[s] of Liability Insurance to ASGCC showing the coverage required by this Section 12 within 30 days after execution of this Agreement or before Follett takes possession of the Store, whichever is earlier. The

Certificate[s] shall provide that the issuing company will endeavor to mail written notice to the Certificate Holder (ASGCC) in the event of any policy cancellation or termination.

- 12.4 ASGCC will notify Follett of any flood plain zoning changes affecting the Store within 30 days of receiving notice of such change from any source.
- 12.5 If ASGCC causes any work to be performed by a third party on the building housing the Store, then ASGCC will provide Follett an industry standard Certificate of Liability Insurance from the third party's insurance company(ies) showing Follett as an additional insured under the third party's Commercial General Liability policy and Business Automobile Liability policy. Both policies shall show combined single limits of \$1,000,000 per occurrence.

13. Indemnification.

- 13.1 Follett shall defend, indemnify and hold harmless ASGCC, its Board of Trustees, affiliates, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), arising out of any: (i) damage, destruction or loss of any property (including but not limited to ASGCC's property); or (ii) injury to or death of any person (including but not limited to any employee of ASGCC); which results from or arises out of negligent or willful acts or omissions of Follett, its officers, agents and employees, in the performance of this Agreement.
- 13.2 To the extent permitted by applicable law, ASGCC shall defend, indemnify and hold harmless Follett, its affiliates, directors, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees) arising out of any: (i) damage, destruction or loss of any property (including but not limited to Follett's property); or (ii) injury to or death of any person (including but not limited to any employee of Follett); which results from or arises out of negligent or willful acts or omissions of ASGCC, its officers, agents or employees, in the performance of this Agreement.

14. Independent Contractor Status. The relationship of the parties is that of independent contractors, and no tenancy, partnership, joint venture, agency, fiduciary or other relationship is created. Neither party may order any goods nor services, incur any indebtedness, or enter into any obligation or commitment on the other party's behalf.

15. Nonassignability. Neither party may assign or sublet this Agreement in whole or in part without the prior written consent of the other party, except that either party may assign this Agreement in its entirety to an affiliate that controls, is controlled by or is under common control with such party. This Agreement is made for the exclusive benefit of the parties, and no benefit to any third party is intended.

16. Notice. Notices required or permitted by this Agreement shall be deemed given when received if sent by recognized overnight courier or first class mail, postage prepaid, to the following address, or such other address as the party may specify by notice:

To ASGCC:

Dr. Paul Schlossman
Dean of Student Affairs
Glendale Community College
1500 N. Verdugo Rd.
Glendale, CA 91208-2894

With copy to:

ASGCC Business Office
1500 North Verdugo Rd.
Glendale, CA 91208-2894

To Follett:

Thomas A. Christopher
President
Follett Higher Education Group
1818 Swift Drive
Oak Brook, Illinois 60523

With copy to:

Follett Corporation
2233 West Street
River Grove, Illinois 60171
Attn: General Counsel

- 17. ***Severability.*** If any provision of this Agreement is finally adjudicated illegal, invalid, in excess of the authority of either party hereto, or otherwise unenforceable, then such provision shall be severed, and the remainder of this Agreement shall remain in force as if such adjudicated provision were never included in this Agreement.
- 18. ***Integrated Agreement.*** This Agreement: (i) is the sole expression of the understanding of the parties with respect to operation of the Store, (ii) supersedes all prior statements and agreements with respect thereto, and (iii) may not be modified, amended or waived except in writing signed by an authorized representative of the party against whom such modification, amendment or waiver is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

**FOLLETT HIGHER EDUCATION
GROUP, INC.**

By: 

Name: Thomas A. Christopher

Title: President

Date: November 21, 2011

ASGCC

By: 

Name: Dr. Paul Schlossman

Title: Dean of Student Affairs

Date: 11/28/11