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# AGENDA

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## Coast Community College District Regular Meeting of the Board of Trustees

**Date: March 4, 2009 5:00 p.m. Closed Session 6:30 p.m. Regular Meeting**  
**Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

### 1. Procedural Matters

#### 1.00 Call to Order - Roll Call

#### 1.01 Public Comment (Items on the 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 Manager of Board Operations prior to speaking.*

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*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 Manager of Board Operations at, (714) 438-4848, at least 48 hours prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.*

#### 1.02 Recess to Closed Session

*Conducted in Accordance with applicable sections of California law. Closed Sessions are not open to the public.*

The following item(s) will be discussed in Closed Session:

##### a. Public Employment (pursuant to Section 54957(b)(1))

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Classified Staff
  - a. Child Care Center Eligibility Assistant
  - b. Instructional Associate, Learning Disabilities
6. Classified Temporary Assignments
7. Hourly Staff
8. Substitute Classified
9. Student Workers
10. Professional Experts
11. Educational Administrator Appointments
  - a. Administrative Dean
  - b. Associated Dean
  - c. Dean
  - d. Director
  - e. Vice President

b. Conference with Legal Counsel: Existing Litigation (pursuant to Section 54956.9 (a))

*Morganstern v. Orange Coast College et al.*, Orange County Superior Court Case No. 30-2008-00109222  
*Zandieh v. Coast Community College District*, Orange County Superior Court Case No. 30-2008-00108991  
*Orellana v. Coast Community College District*, Orange County Superior Court Case No. 30-2008-00114631  
*Lewis v. Coast Community College District et al.*, Orange County Superior Court Case No. 30-2008-00114263  
*Steidinger v. Coast Community College District*, Orange County Superior Court Case No. 30-2008-00109197  
*Nguyen v. Coast Community College District* (CFE Arbitration) (Arbitration No. 08-01)  
*Coast Federation of Educators v. Coast Community College District*, PERB Case No. LA-CE-5056-E  
*Coast Federation of Educators v. Coast Community College District* (Arbitration No. 08-02)  
*Kimball v. Golden West College*, DFEH Case No. E-200809-K-1099-00

c. Conference with Labor Negotiator (pursuant to Section 54957.6)

Agency Negotiator: Dr. Joseph Quarles, Vice Chancellor of Human Resources  
Employee Organization: Coast Federation of Classified Employees (CFCE)  
Employee Organization: Coast Federation of Educators (CFE)

d. Public Employee Performance Evaluation (pursuant to Section 54957)

- a. Vice President
- b. Executive Dean
- c. Dean

e. Employee Discipline/Dismissal Release (pursuant to Section 54957)

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

1.04 Pledge of Allegiance – led by Board Clerk, Jerry Patterson

1.05 Public Comment (Items on the Agenda)

1.06 Approval of Minutes Regular Meeting of: February 18 , 2009

1.07 Acceptance of Retirements

2. General Information and Reports

2.00 Reports

- a. Report from the Chancellor
- b. Report from the Presidents
- c. Reports from the Officers of Student Government Organizations
- d. Reports from the Academic Senate Presidents
- e. Reports from Employee Representative Groups
- f. Reports from the Board of Trustees
- g. Consideration of Association of Community College Trustees (ACCT) and California Community Colleges League (CCLC) Meetings and Conferences
- h. Review of Board Meeting Dates
- i. Opportunity for the Board to Review the Board Directives Log
- j. Opportunity for the Board to Review Proposed Policy 10-2-20, Guide for Placing Items on the Consent Calendar of the Board of Trustees Agenda

## 2.01 Review of Buildings and Grounds Reports

## 2.02 Review of Quarterly Financial Status Report

# 3. Consent Calendar

## 3.00 Consent Calendar

## 3.01 CURRICULUM

## 3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

### 3.02.01 Authorization for Student Trips - Coastline Community College

### 3.02.02 Authorization for Student Trips - Golden West College

### 3.02.03 Authorization for Student Trips - Orange Coast College

## 3.03 GENERAL ITEMS

### 3.03.01 Authorization for Special Projects - Coastline Community College

Project/Activity: English as a Second Language Awards Ceremony and Reception

Project/Activity: Coastapalooza Night of Dinner and Entertainment

### 3.03.02 Authorization for Special Projects - Golden West College

Project/Activity: Salsa Dancing Activity

Project/Activity: Regional Testing Center Test Site Coordinator Retreat

Project/Activity: Women's Self Defense Class

Project/Activity: At Home with Natives

### 3.03.03 Authorization for Special Projects - Orange Coast College

Project/Activity: Financial Aid Region 7 & 8 Meeting

Project/Activity: Junior Chamber Music Concert

Project/Activity: Spring 2009 Exhibition Public Reception

Project/Activity: Spring 2009 Exhibition Reception

Project/Activity: Earth Month

Project/Activity: Post-September 11<sup>th</sup> GI Bill Training Workshop

Project/Activity: Business Networking Event at Orange County Fairgrounds

Project/Activity: Classified Luncheon and Program

Project/Activity: Splash Swim Program – Temporary Use of OCC Pool

Project/Activity: Team 1/Baseball Factory – Temporary Use of OCC Baseball Field

Project/Activity: Memorial Service for Cherry Gundry

### 3.03.04 Authorization to Apply for Funded Programs

### 3.03.05 Authorization for Disposal of Surplus

### 3.03.06 Authorization to Enter Telecourse Agreements - Coastline Community College

- 3.03.07 Approval of Institutional Memberships - Coastline College
- 3.03.08 Approval of Institutional Memberships – Golden West College
- 3.03.09 Approval of Institutional Memberships – Orange Coast College
- 3.03.10 Approval of Institutional Memberships – District
- 3.03.11 Sailing Program - Orange Coast College

Project/Activity: Professional Mariner Program Advisory Committee Meeting

### 3.04 PERSONNEL ITEMS

- a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- b. Authorization for Leaves of Absence
- c. Authorization for Changes in Salary Schedules

### 3.05 ADDITIONAL PERSONNEL ITEMS

- 3.05.01 Authorization for Independent Contractors - Coastline Community College
- 3.05.02 Authorization for Independent Contractors – Golden West College
- 3.05.02 Authorization for Independent Contractors - Orange Coast College
- 3.05.02 Authorization for Independent Contractors - District
- 3.05.03 Authorization for Professional Development Program
- 3.05.04 Authorization for Staff Development - Golden West College

### 3.06 FINANCIAL APPROVALS

- 3.06.01 Approval of Purchase Orders
- 3.06.02 Ratification/Approval of Checks
- 3.06.03 Check List for General Obligation Bond Fund
- 3.06.04 Authorization for Special Payments - Orange Coast College
- 3.06.05 Authorization for Special Payments - District

## 4. Action Items

### 4.00 Action Items

#### 4.01 Approval of Agreements - Coastline Community College

- a. Approve Amendment to the Agreement between Cengage Publishing and the Coast Community College District to Publish the Second Edition of the Student Guide for Physical Anthropology: The Evolving Human
- b. Approve Agreement between the County of Orange and the Coast Community College District to Provide Specialized Services to Recently-Separated Veterans at the Orange County One-Stop Centers
- c. Approve Amendment to Real Property Purchase and Sale Agreement and Joint Escrow Instructions



between Monrovia, LLC and the Coast Community College District for the Purpose of a Higher Education Learning Center

#### **4.02 Approval of Agreements - Golden West College**

- a. Approve Agreement Renewal with Streaming Media Hosting

(Note: item 4.03 and 4.04 were removed from the Agenda)

#### **4.05 Buildings and Grounds**

- a. Authorization to File Notice of Completion
- b. Approve Change Order No. 1; Orange Coast College ABC Building Site Preparation; Bid No. 1961
- c. Bid Tabulations and Award of Contract; Orange Coast College Softball Field; Bid No. 1964
- d. Approve Energy Project with Southland Industries; Golden West College Energy Upgrade
- e. Approve Independent Contractor Agreement with LPA Architecture; Golden West College Criminal Justice; Final Project Proposal
- f. Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College Building/Facilities Program Implementation

#### **4.06 General Items of Business – Orange Coast College**

- a. Orange Coast College Vision Statement and Mission Statement

#### **4.07 Resolutions**

- a. Coast Community College District Board of Trustees Resolution #09-13  
Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meeting
- b. Coast Community College District Board of Trustees Resolution #09-14  
Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meeting
- c. Coast Community College District Board of Trustees Resolution #09-16  
Adoption of Resolution to Increase Income and Expenditure Budget for 2008-2009
- d. Coast Community College District Board of Trustees Resolution #09-17  
Adoption of Resolution of October 2008 through December 2008 Budget Transfers
- e. Coast Community College District Board of Trustees Resolution #09- 15  
RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2009-2010; THE ISSUANCE AND SALE OF A 2009-2010 TAX AND REVENUE ANTICIPATION NOTE THEREFORE AND PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA TAX AND REVENUE ANTICIPATION NOTES PROGRAM

#### **4.08 Policy Implementation**

- a. Adoption of Board of Trustees Policy 010-2-19, General Counsel
- b. Adoption of Board of Trustees Policy 010-2-5, Board Meetings

#### **5. Public Comment (Items not on the Agenda)**

##### **5.00 Public Comment**

##### **6. Adjournment**

##### **6.00 Adjournment**



**1.00 Call to Order / Roll Call**

Meeting: 03/04/2009 Regular Meeting  
Category: 1. Procedural Matters  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

## Procedural Matters

- a. Call to Order
- b. Roll Call

**Additional Administrative Content**

Created on 01/15/2009 at 03:03 PM by Jodi Rodriguez. Last update on 02/23/2009 by Jodi Rodriguez.

### 1.01 Public Comment (Items on Agenda)

Meeting: 03/04/2009 Regular Meeting  
Category: 1. Procedural Matters  
Agenda Type: Information  
Public Access: Yes

#### Agenda Item Content

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#### Additional Administrative Content

Created on 02/06/2009 at 03:07 AM by Jodi Rodriguez. Last updated on 02/26/2009 by Jodi Rodriguez.

**1.02 Recess to Closed Session**

Meeting: 03/04/2009 Regular Meeting

Category: 1. Procedural Matters

Agenda Type: Information

Public Access: Yes

**Agenda Item Content**

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The following item(s) will be discussed in Closed Session:

## a. Public Employment (pursuant to Section 54957(b)(1))

1. Faculty Special Assignments
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7. Hourly Staff
8. Substitute Classified
9. Student Workers
10. Professional Experts
11. Educational Administrator Appointments
  - a. Administrative Dean
  - b. Associated Dean
  - c. Dean
  - d. Director
  - e. Vice President

## b. Conference with Legal Counsel: Existing Litigation (pursuant to sub-section "a" of Section 54956.9)

*Morganstern v. Orange Coast College et al., Orange County Superior Court Case No. 30-2008-00109222*  
*Zandieh v. Coast Community College District, Orange County Superior Court Case No. 30-2008-00108991*  
*Orellana v. Coast Community College District, Orange County Superior Court Case No. 30-2008-00114631*  
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*Coast Federation of Educators v. Coast Community College District (Arbitration No. 08-02)*

- c. Conference with Labor Negotiator (pursuant to Section 54957.6)  
Agency Negotiator: Dr. Joseph Quarles, Vice Chancellor of Human Resources  
Employee Organization: Coast Federation of Classified Employees (CFCE)  
Employee Organization: Coast Federation of Educators (CFE)
- d. Public Employee Performance Evaluation (pursuant to Section 54957)
  - a. Vice President
  - b. Executive Dean
  - c. Dean
- e. Employee Discipline/Dismissal Release (pursuant to Section 54957)

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

**Additional Administrative Content**

Created on 02/06/2009 at 12:59 PM by Joe Rodriguez. Last update on 02/26/2009 by Joe Rodriguez.

**1.03 Reconvene Regular Meeting at 6:30 p.m.**

Meeting: 03/04/2009 Regular Meeting

Category: 1. Procedural Matters

Agenda Type: Information

Public Access: Yes

Agenda Item Content

Additional Administrative Comment

Created on 01/29/2009 at 01:49 PM by Jodi Rodriguez. Last update on 02/26/2009 by Jodi Rodriguez.

**1.04 Pledge of Allegiance**

Meeting: 03/04/2009 Regular Meeting  
Category: 1. Procedural Matters  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

The Pledge of Allegiance will be led by: Board Clerk, Jerry Patterson

**Additional Administrative Content**

Created on 01/29/2009 at 04:06 PM by Jodi Rodriguez. Last update on 02/27/2009 by Jodi Rodriguez.



**1.05 Public Comment (Open Session - Items on Agenda)**

Meeting: 03/04/2009 Regular Meeting  
 Category: 1. Procedural Matters  
 Agenda Type: Information  
 Public Access: Yes

**Agenda Item Content**

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**Additional Administrative Content**

Created: 11/27/2008 at 09:09 AM by Joe Rodriguez. Last updated on 02/25/2009 by Joe Rodriguez.

**1.06 Approval of Minutes**

Meeting: 03/04/2009 Regular Meeting  
Category: 1. Procedural Matters  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content****Approval of Minutes**

Regular meeting of: February 18, 2009



Min 02-18-09.pdf

**Additional Administrative Content**

Created on 12/16/2008 at 09:59 AM by John Rodriguez. Last update on 02/25/2009 at 10:01 AM by John Rodriguez.

## Regular Meeting

### Board of Trustees Coast Community College District

District Board Room

5:00 p.m. Closed Session 6:30 p.m. Regular Meeting

February 18, 2009

## MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on February 18, 2009 in the Board Room at the District Office.

#### **1. 5:00 p.m. Closed Session Meeting**

##### **1.00 Call to Order**

Board President Jim Moreno called the meeting to order at 5:01 p.m.

##### **Roll Call**

Trustees Present: Walter Howald, Jim Moreno, Jerry Patterson and Lorraine Prinsky.

Trustees Absent: Mary Hornbuckle, Michael Battistone\*

Student Trustee Battistone arrived at 6:30 p.m. for the re-convening of the Regular Meeting of the Board of Trustees.

##### **1.01 Public Comment**

There were no requests to speak during Public Comment.

## 1.02 Closed Session

The Board recessed to Closed Session at 5:02 p.m. to discuss the following items:

### 1. Public Employment (pursuant to Section 54957(b)(1))

- Faculty Special Assignments
- Substitute Faculty
- Full-time Faculty
  - a. Temporary Instructor, Biology
- Part-time Faculty
- Classified – Revision to Previous Board action
  - a. Accounting Technician, Senior
  - b. Instructional Systems Development Programmer
  - c. Receptionist
  - d. Staff Aide
- Classified Temporary Assignments
- Hourly
- Substitute Classified
- Student Employee
- Professional Experts

### 2. Conference with Legal Counsel: Existing Litigation (pursuant to sub-section "a) of Section 54956.9)2

*Morganstern v. Orange Coast College et al.*, Orange County Superior Court Case No. 30-2008-00109222

*Zandieh v. Coast Community College District*, Orange County Superior Court Case No. 30-2008-00108991

*Orellana v. Coast Community College District*, Orange County Superior Court Case No. 30-2008-00114631

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*Coast Federation of Educators v. Coast Community College District* (Arbitration No. 08-02)

*Kimball v. Golden West College*, DFEH Case No. E-200809-K-1099-00)

### 3. Public Employee Discipline/Dismissal/Release (pursuant to Section 54957)

## 1.03 Open Session

The Board reconvened in Open Session at 6:43 p.m. to report on action taken during Closed Session.

The actions taken in Closed Session which were reported by Christian Teeter, Manager of Board Operations/Assistant to the Chancellor:

1. It was moved by Mr. Patterson and seconded by Mr. Howald to approve all Public Employment appointments as listed on Page 1 of the Agenda. Mr. Teeter stated that a copy of the packet was available for public review, corresponding to Closed Session Item 1.

Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

2. It was also reported by Mr. Teeter that a motion by Mr. Patterson and seconded by Dr. Prinsky that legal counsel be directed to respond to the complaint that has been filed in Kimball v. Golden West College, DFEH Case No. E-200809-K-1099-00, corresponding to Closed Session Item 2.

Motion carried with the following vote: Aye- Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

#### **1.04 Pledge of Allegiance**

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

#### **1.05 Public Comment**

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

#### **1.06 Approval of Minutes**

It was moved by Mr. Patterson and seconded by Dr. Prinsky to approve the Minutes of the Regular Meeting of February 4, 2009. Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

#### **1.07 Resolution**

##### **a) Adoption of Resolution Acknowledging Stephanie Dumont for Being Selected for the Hayward Award for "Excellence in Education"**

It was moved by Mr. Patterson and seconded by Mr. Howald to adopt this resolution acknowledging Stephanie Dumont for being selected for the Hayward Award for "Excellence in Education" as presented in the February 18, 2009 Agenda.

Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

## **2 GENERAL INFORMATION AND REPORTS**

### **2.00 Reports**

#### **a. Report from the Chancellor**

Acting Chancellor Ding-Jo Currie provided a report to the Board. C.M. Brahmabhatt, Vice Chancellor of Administrative Services, also spoke during this time regarding the State Budget.

#### **b. Reports from the Presidents**

The following college presidents provided brief reports to the Board:

Wes Bryan, President, Golden West College (GWC)  
Ding-Jo Currie, President, Coastline Community College (CCC)  
Bob Dees, President, Orange Coast College (OCC)

**c. Reports from the Officers of Student Government Organizations**

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

Kris Cutting, Student Senate, OCC  
Reema Chand, CCC

**d. Reports from the Academic Senate Presidents**

The following Academic Senate Presidents provided brief reports to the Board:

Diane Restelli, Golden West College (GWC) Academic Senate President  
Eduardo Arismendi-Pardi, Orange Coast College (OCC) Academic Senate President  
Cheryl Stewart, Coastline Community College (CCC) Academic Senate President

**e. Reports from Employee Representative Groups**

Reports were presented by:

Barbara Price, President, Coast Community College Association/California Teachers Association-National Education Association (CCA/CTA-NEA)

**f. Reports from the Board of Trustees**

Board members provided individual reports.

**g. Consideration of Association of Community College Trustees (ACCT) and California Community Colleges League (CCLC) Meetings and Conferences**

The Board reviewed the meeting dates listed for the ACCT and CCLC.

**h. Review of Board Meeting Dates**

The Board reviewed the scheduled Board Meeting dates presented in the February 18, 2009 Agenda.

**i. Opportunity for the Board to Review the Board Directives Log**

The Board reviewed the Board Directives Log.

**j. Transfer Center/Articulation Plan for 2008-2009**

The Board reviewed the Transfer Center/Articulation Plan for 2008-2009 as presented in the February 18, 2009 Agenda.

**k. Review of Scholarship and Awards Ceremonies and Commencement Exercises**

The Board reviewed the Scholarship and Awards Ceremonies and Commencement Exercises as presented in the February 18, 2009 Agenda.

**l. Opportunity for Board of Trustees' Review and Discussion of Policy 010-2-5, General Rules For Meetings**

The Board reviewed and discussed Policy 010-2-5, General Rules for Meetings, and directed staff to bring this item back to the Action Section of the March 4, 2009 Agenda.

**m. Opportunity for Review of Proposed Policy 010-2-9, General Counsel**

The Board reviewed the Proposed Policy 010-2-9, General Counsel. It was moved by Mr. Patterson and seconded by Dr. Prinsky that this item be advanced to the Action Section of the March 4, 2009 Agenda.

Motion carried with the following vote: Aye – Mr. Patterson, Dr. Prinsky and President Moreno.  
Nay – Mr. Howald

**n. Opportunity for Board of Trustees' Review of the Colleges' Draft Accreditation Reports**

The College Presidents presented oral reports on the draft accreditation.

**2.01 Review of Buildings and Grounds Reports**

The Board reviewed the Buildings and Grounds Reports as presented in the February 18, 2009 Agenda.

**1.07.1 Acceptance of Retirements**

The Board expressed appreciation and congratulations to the following retiree with 10 or more years of service to the District.

Kryder, Nancy G., OCC, Instructor, Biological Services, retirement effective 02/05/09.

It was moved by Mr. Patterson and seconded by Dr. Prinsky to accept this retirement. Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

**3.0 CONSENT CALENDAR**

At the request of Dr. Prinsky, Section 3.02 Travel Authorizations, was pulled for separate review. Additionally, at the request of Dr. Curry, Items 3.03.08 Approval of Clinical Contracts – Orange Coast College, and Approval of Clinical Contracts – Golden West College, were pulled for review.

It was moved by Dr. Prinsky and seconded by Mr. Battistone that the balance of the consent calendar be approved. Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

Items Removed from the Consent Calendar:

Section 3.02 Travel Authorizations. It was moved by Dr. Prinsky and seconded by Mr. Howald to approve Section 3.02 Travel Authorizations. Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

Section 3.03.08 Approval of Clinical Contracts – Orange Coast College and Golden West College. It was moved by Mr. Patterson and seconded by Mr. Howald that Items 3.03.08 Approval of Clinical Contracts – Orange Coast College and Golden West College, be approved, subject to further review and approval of the contract and conditions by Acting Chancellor Ding-Jo Currie and legal counsel. (The Consent Calendar and all background reports were included with the February 18, 2009 Agenda and are available on request.)

Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

#### **4.0 ACTION ITEMS**

##### **4.01 Authorization to Enter Agreements – Coastline Community College**

- a. Approve Amended Development Services Agreement with Advance Academy and the Coast Community College District (Coastline Community College) to develop an International Nursing Transitional Training Program**

It was moved by Mr. Howald and seconded by President Moreno to approve the Agreement between Advance Academy and the Coast Community College District (Coastline Community College). The amendment extends the term of the Agreement through December 31, 2010, and modifies the Agreement to provide authorization for the right of assignment by Advance Academy. The Board further authorized the Board President, or designee, be authorized to sign the Agreement.

Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

**Fiscal Impact:** None

##### **4.02 Authorization to Enter Agreements – Golden West College**

- a. Approve Renew of the Non-Standard Agreement with Sallie Mae, Business Office Solutions for Tuition Pay and eDisbursements**

It was moved by Mr. Patterson and seconded by Mr. Howald to approve the Sallie Mae, Business Office Solutions' contract as is currently drafted for the purpose of disbursing student financial aid funds, EOPS and CARE grants; and, provide a tuition payment for students. The Board further authorized the Board President, or designee, to sign the agreement and any related documents,

Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

**Fiscal Impact:** Reduces charges for voided checks from \$15 to \$.50. Costs paid from General and Categorical Funds.

##### **4.03 Authorization to Enter Agreement – Orange Coast College**



**a. Approval of Independent Contractor Agreement between Coast Community College District (Orange Coast College) and Brailsford & Dunlevey Consultants to Perform a Campus Housing Feasibility Study**

It was moved by Mr. Howald and seconded by Mr. Patterson that the Independent Contractor Agreement between the Coast Community College District (Orange Coast College) and Brailsford & Dunlevey for the purpose of performing a campus housing feasibility study beginning February 19, 2009, through July 31, 2009 be referred to the Acting Chancellor for further review and placed to the March 4, 2009 Agenda. It was further requested that the Land Development Committee be copied on future correspondence relating to campus housing at Orange Coast College..

Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

**b. Approval of Non-Standard Agreement between Coast Community College District (Orange Coast College) and SARS Software Products, Inc.**

It was moved by Mr. Patterson and seconded by Mr. Howald that the contract with SARS Software Products, Inc. be approved.

The Board further authorized the Board President, or designee, to sign this Agreement and any related documents.

Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

**Fiscal Impact:** Orange Coast College to pay a one-time amount of \$9,096.25 and \$1,350 annually thereafter from Title III Grant funding.

**4.04 Authorization to Enter Agreement – District**

**a. Approve Agreement with Milliman Consultants and Actuaries to Provide an Actuarial Attestation in Order for the Coast Community College District to Receive the Medicare Part D Employer Subsidy from the Centers for Medicare and Medicaid Services (CMS)**

The Coast Community College District provides retirees and their eligible dependents with medical and prescription coverage. The Centers for Medicare and Medicaid Services (CMS) provides a subsidy to employers who provide retirees over age 65 with creditable prescription coverage. Creditable coverage is coverage that is equal to or better than the Medicare D prescription plan offered through Medicare. In order to verify that the prescription plan through the District is creditable, an actuary has to attest to the fact that the coverage is creditable.

It was moved by President Moreno and seconded by Mr. Howald that the Board of Trustees approve the Agreement with Milliman Consultants and Actuaries to provide an actuarial attestation that the Coast Community College District provides creditable coverage and qualifies for the plan sponsor subsidy available under Medicare Part D.

The Board further authorized the Board President, or designee, to sign the Agreement and any related documents.

Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

**Fiscal Impact:** \$4500/per year

**b. Approve Agreement with Townsend Public Affairs (TPA) for District Legislative Advocacy and Public Relations Services**

It was moved by Mr. Patterson and seconded by Mr. Howald that the Board approve the Agreement with Townsend Public Affairs (TPA, to perform legislative advocacy consulting services in Sacramento, California and Washington, DC. The scope of work for these legislative advocacy services shall be as specified in the TPA proposal (including but not limited to the acquisition of funding for career and technology and green educational programs), including other services as directed by the Board of Trustees or Chancellor. The Board further authorized the Board President, or designee, to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

**Fiscal Impact:** \$5,000 per month

**4.05 General Items of Business – Coastline Community College**

**a. Approval of Exemption for District from Local City Zoning Requirements and Designation of District as "Lead Agency" for CEQA Purposes pertaining to Real Property at 1505-1515, 1527-1533 Monrovia Avenue, Newport Beach, CA.**

It was moved by President Moreno and seconded by Mr. Howald that the Board of Trustees approve an exemption for the Coast Community College District from local zoning requirements of the City of Newport Beach, CA. The Board further authorized the Board of Trustees to designate the Coast Community College District as Lead Agency for CEQA requirements and potential environmental impact reports.

Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

**4.06 General Items of Business - District**

**a. Authorization to Employ the Services of John Breihan, to Serve as Interim Associate Vice Chancellor**

It was moved by Mr. Howald and seconded by Mr. Patterson that the Coast Community College District employ the services of John Breihan, to serve as Interim Associate Vice Chancellor. In his capacity as Interim Associate Vice Chancellor, Mr. Breihan will serve the District three days per week at the rate of \$650 per day, effective February 20, 2009 through June 30, 2009.

The Board further authorized the Vice Chancellor of Administrative Services to prepare the Independent Contractor Agreement, and for the Board President to sign the Agreement and any related documents

Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

**Fiscal Impact:** \$1,950 per week, not to exceed \$32,500

#### **4.07 Buildings and Grounds**

##### **a. Approve Agreement with Southland Industries; Golden West College Energy Upgrade**

It was moved by Mr. Patterson and seconded by Mr. Howald that this item be pulled and returned to the March 4, 2009 Agenda, with a copy of the Agreement.

Motion carried with the following vote: Aye - Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

#### **4.08 Coast Community College District Board of Trustees Resolution #09-12 Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meeting**

It was moved by Mr. Patterson and seconded by Mr. Howald to adopt Resolution #09-12 authorizing payment to Trustee Hornbuckle for absence from the February 18, 2009 Board Meeting due to hardship, as presented in the February 18, 2009 Agenda

Motion carried with the following vote: Aye – Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

#### **4.09 Policy Implementation**

##### **a. Adoption of Student Representative, Board of Trustees Policy 010-2-14**

It was moved by Mr. Battistone and seconded by Mr. Patterson to adopt the proposed policy 010-2-14, Adoption of Student Representative, Board of Trustees, as presented in the February 18, 2009 Agenda.

Motion carried with the following vote: Aye – Mr. Howald, Dr. Prinsky, Mr. Patterson and President Moreno.

##### **b. Adoption of Student Representative Selection Process**

It was moved by Mr. Battistone and seconded by Mr. Patterson to adopt the proposed policy 010-2-14.1, Adoption of Student Representative Selection Process, as presented in the February 18, 2009 Agenda.

Motion carried with the following vote: Aye – Mr. Howald, Dr. Prinsky, Mr. Patterson and President Moreno.

#### **5.0 PUBLIC COMMENT**

There were no requests from the public to address the Board.

#### **6.0 ADJOURNMENT**

There being no further business, it was moved by Mr. Howald and seconded by Mr. Patterson that the meeting be adjourned.

Motion carried with the following vote: Aye - Mr. Howald, Mr. Patterson, Dr. Prinsky and President Moreno.

The meeting was adjourned at 9:04 p.m.

**1.07 Acceptance of Retirements**

Meeting: 03/04/2009 Regular Meeting

Category: 1. Procedural Matters

Agenda Type: Information

Public Access: Yes

**Agenda Item Content**

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

**Classified Management**

**Richey, Ardith**, DIST, Director, Facilities & Planning, retirement effective 05/01/09.

Ardith Richey has been at the District since 1980 when she started as a part-time hourly. She was hired as a full-time employee in 1981. Ardith has served in many roles during her time with the District, from Typist Clerk Senior, to Secretary Senior at Orange Coast College to District Director of Facilities, but will always be best known for her kindness and her baked goods.

As Director of Facilities, Ardith has been the driving force behind the construction projects funded by Measure C. Responsible for \$380 million worth of construction, Ardith has managed the construction of new facilities at each campus and the District office. Through her hard work and dedication, students enjoy new classrooms, technology infrastructure and parking, just to name a few.

When she retires, Ardith plans to move up to her house in California Hot Springs and spend time relaxing at the spas.

**Additional Administrative Content**

Created on 2/16/2009 at 09:00 AM by CCCC-PL Last update on 02/23/2009 by Jodi Rodriguez

**2.00 Reports**

Meeting: 03/04/2009 Regular Meeting  
 Category: 2. General Information and Reports  
 Agenda Type: Information  
 Public Access: Yes

**Agenda Item Content**

## General Information and Reports

(Reports shall be limited to five minutes per report)

1. Report from the Chancellor
2. Reports from the Presidents
3. Reports from the Officers of Student Government Organizations
4. Reports from the Academic Senate Presidents
5. Reports from Employee Representative Groups
6. Reports from the Board of Trustees
7. Consideration of Association of Community College Trustees (ACCT) and California Community Colleges League (CCLC) Meetings and Conferences

April 17-18, 2009	Sacramento	CCCT Board Meeting
April 26-28, 2009	Biloxi, MS	ACCT Governance Leadership Institute
May 1-3, 2009	Double Tree Sonoma	CCLC Annual Trustee Conference
May 4-5, 2009	Lake Tahoe CCD	Board of Governors Meeting
June 19-20, 2009	Sacramento	CCCT Board Meeting
July 13-14, 2009	Sacramento	Board of Governors Meeting
September 14-15, 2009	Sacramento	Board of Governors Meeting
October 6-10, 2009	San Francisco, TBD	ACCT Annual Congress
November 2-3, 2009	City College San Francisco	Board of Governors Meeting
November 28-30	Manhattan Beach, CA	Network for Community College Foundation

### 8. Review of Board Meeting Dates

March 18, 2009	Third Wednesday	(Workshop Meeting)
April 1, 2009	First Wednesday	(Regular Meeting)
April 15, 2009	Third Wednesday	(Service Awards Meeting)
May 6, 2009	First Wednesday	(Special Meeting OCC Transition Ceremony)
May 6, 2009	First Wednesday	(Regular Meeting)
May 20, 2009	Third Wednesday	(Special Meeting GWC Pass the Gavel)
May 20, 2009	Third Wednesday	(Regular Meeting)
June 17, 2009	Third Wednesday	(Regular Meeting)
July 15, 2009	Third Wednesday	(Regular Meeting)
August 5, 2009	First Wednesday	(Regular Meeting)
August 19, 2009	Third Wednesday	(Regular Meeting)
September 2, 2009	First Wednesday	(Regular Meeting)
September 16, 2009	Third Wednesday	(Regular Meeting)
October 7, 2009	First Wednesday	(Regular Meeting)

October 21, 2009	Third Wednesday	(Workshop Meeting)
November 4, 2009	First Wednesday	(Regular Meeting)
November 18, 2009	Third Wednesday	(Regular Meeting)
December 9, 2009*	Second Wednesday	(Regular/Organizational Meeting)

\*Tentative

**9. Opportunity for the Board to Review the Board Directives Log - (See Attachment 1)**



03-04-09.pdf  
(22 KB)

**10. Opportunity for the Board to Review Proposed Policy 10-2-20, Guide for Placing Items on the Consent Calendar of the Board of Trustees Agenda**

At the request of the Board Clerk, and in compliance with Board Directives Log item #4, Trustees shall have the opportunity to review the proposed policy 10-2-20, Guide for Placing Items on the Consent Calendar of the Board of Trustees Agenda. After review and comment by Trustees, this item shall be returned to the March 18, 2009 Agenda for adoption.

INTRODUCTION  
(Board of Trustees)  
10-2-20

Approved  
XX/XX/XXXX

**GUIDE FOR PLACING ITEMS ON THE CONSENT CALENDAR  
SECTION OF THE BOARD OF TRUSTEES AGENDA**

All items listed under the Consent Calendar on the Board's Agenda will be approved by one motion for approval of the Consent Calendar Agenda items. There will be no separate discussion of these items prior to the time the Board votes on the motion unless any member of the Board or the Public requests separate discussion and action regarding specific items from the Consent Calendar.

Members of the Public who wish to discuss a Consent Calendar item should complete a speaker request form and deliver it to the Secretary of the Board prior to commencement of the meeting. The Secretary of the Board will advise the Board of such request prior to the vote approving the Consent Calendar.

The Consent Calendar is intended to expedite routine, uncontroversial and smaller expenditure business matters. Such items may be moved from the Consent Calendar for separate consideration at the request of a Trustee, Staff, or the Public.

The following matters may be placed on the Consent Calendar:

- Equipment purchases and leases less than \$25,000
- Service purchases, including consulting agreements, less than \$25,000
- New Grants Under \$100,000
- Agreements/contracts or extensions/amendments/change orders to contracts which do not individually or cumulatively exceed \$25,000
- Curriculum Approvals
- Travel Requests

Special Project Requests  
Authorization for Disposal of Surplus Property  
Authorization to Purchase Institutional Memberships  
Approval of Community Activities  
Personnel Items  
Authorization for Professional Development Matters  
Authorization for Staff Development Matters  
Approval of Purchase Orders  
Ratification/Approval of Checks  
Authorization of Special Payments below \$25,000

**Additional Administrative Content**

Created on 02/02/2009 at 10:37 AM by Jodi Rodriguez. Last update on 02/23/2009 by Jodi Rodriguez.

**2.01 Review of Buildings and Grounds Reports**

Meeting: 03/04/2009 Regular Meeting  
 Category: 2. General Information and Reports  
 Agenda Type: Information  
 Public Access: Yes

**Agenda Item Content****Orange Coast College Sailing Center Upgrade (Addition of Women's Locker Room in Boathouse)**

Architects: City Lights Design/BFA  
 Construction Start: March 2008/Estimated Completion: May 2009  
 Funding Source: Measure C General Obligation Bond  
**Project Status: Project is under construction with estimated completion date of May 2009.**

**Orange Coast College Child Care Afterschool Classroom**

Architect: Taylor Architects  
 Construction Start: December 2008/Estimated Completion: August 2009  
 Funding Source: OCC Foundation  
**Project Status: This project is under construction for site work and is on schedule.**

**OCC Softball Field**

Architect: tBP Architecture  
 Bid Process: February/April 2009  
 Construction Start: Est. April 2009  
 Funding Source: Measure C Obligation Bond  
**Project Status: This project has been bid and recommendations for award of the four of the eight categories will be on the March 4th board agenda. Trade Categories D, F, G and H will be recommended for award at the April 1, 2009 Board meeting.**

**Orange Coast College New Consumer Health & Science Lab Building**

Architect: LPA Architecture  
 Final Project Proposal Phase: May 2005  
 Programming/Working Drawings: July 2007 to March 2008  
 DSA Approval: April to August 2008  
 Funding Source: Measure C General Obligation Bond and State Capital Outlay Funds  
**Status: The OCC ABC Building has DSA approved drawings but the approval process by the State Chancellor's Office has been delayed. The State Department of Finance has the bid documents and approval is expected for the week of March 6th.**

**Golden West College Learning Resource Center**

Architect: Steinberg Group (Construction Manager: URS)  
 DSA Approval: March 2008  
 Construction Schedule: Started July 2008/Est. Completion: June 2010  
 Funding Source: Measure C General Obligation Bond  
**Status: The project construction is currently on schedule.**

**Golden West College Energy Project**

ESCO Company: Southland Industries  
 Construction: January 2007  
 Est. Completion: May 2009



Funding Source: Measure C General Obligation Bond

Status: The final phase of the project is scheduled to be complete in Spring 2009.

Additional Administrative Content

Created on 02/02/2009 at 10:06 AM by CCCDES, Last Update on 12/23/2009 by Josil Rodriguez

**2.02 Review of Quarterly Financial Status Report**

Meeting: 03/04/2009 Regular Meeting  
Category: 2. General Information and Reports  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content****Quarterly Financial Status Report**

AB2910 (enacted 3/16/88) requires that the District file a Quarterly Financial Status Report (Form CCFS-311Q) with the State Chancellor's office each quarter. Attached to each trustee's agenda is the Second Quarter financial Status Report ending December 31, 2008. The report contains the CCFS-311Q State Chancellor's Report, a General Fund Financial Status Report and Fund Balance Report for all funds. (See Attachment #10)

**Fiscal Impact:** No fiscal impact.

**Additional Administrative Comment**

Created on 02/02/2009 at 10:57 AM by CCGP/abv. Last modified on 02/25/2009 by wclh/abv.

**3.00 Consent Calendar**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

**Agenda Item Content**

## **CONSENT CALENDAR**

(Yellow Pages)

Items on the Consent Calendar may be adopted by a single motion of the Board of Trustees.

To have an item considered separately a request must be made prior to the adoption of the motion to approve the Consent Calendar

**Additional Administrative Content**

**Consent Calendar Items**

### 3.01 CURRICULUM

Meeting: 03/04/2009 Regular Meeting  
Category: 3: Consent Calendar  
Agenda Type: Information  
Public Access: Yes

Accepted Item Content



Curriculum.pdf

Add Internal Administrative Comment

Created: 03/02/2009 at 10:37 AM by: Bill Hanks, J.S. Hanks on 03/02/2009 by: Bill Hanks

## 1. Approval of New Courses

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

### Orange Coast College

Effective Fall 2009

#### Computer Information Systems A129 – Cascading Style Sheets (CSS) for Web Pages; 2.0 units

Semester length: 36 lecture hours and 18 lab hours; course advisory: Computer Information Systems A123; fee: none; grading method: student option. This course covers creating and using Cascading Style Sheets for formatting Web pages. Intended for students who know how to create web pages using HTML and XHTML. This course may also be offered online.

#### Health Education A111 – Cardiopulmonary Resuscitation; 0.5 units

Semester length: 9 lecture hours; prerequisite: none; fee: \$10.00; grading method: student option. Techniques and theory of cardiopulmonary resuscitation. Completion qualifies student for CPR certification.

#### Psychology A100 – Introduction to Psychology; 3.0 units

Semester length: 54 lecture hours; prerequisite: none; fee: none; grading method: student option. This course is a scientific study of mental processes and behavior. The following psychology topics are explored: methodology, physiology, sensation, perception, states of consciousness, learning, memory, intelligence, thought, language, development, motivation, emotion, sexuality, health, stress, personality, abnormal disorders, and therapies. This course may also be offered online.

#### Physical Education A135 – Hatha Yoga – Level 2; 0.5 – 1.5 units

Semester length: 4.5-13.5 lecture hours, 13.5-40.5 non lecture; advisory: Physical Education A104 or instructor's consent; fee: none; grading method: student option. Yoga postures, breathing, concentration/meditation, and relaxation techniques will be presented as a method of personal development encompassing body, mind, and spirit. Intermediate yoga poses will be introduced and practiced. This course may be taken four times.

#### Psychology A125 – Introduction into Counseling; 4.0 units

Semester length: 72 lecture hours; prerequisite: none; fee: none; grading method: student option. Designed for students who seek to acquire a basic understanding of helping roles in the mental health profession. Theoretical and practical approaches to treating emotionally, developmentally, and cognitively impaired clients will be explored within the context of the rehabilitation and recovery model and other treatment models.

#### Psychology A130 – Human Life Span Development; 3.0 units

Semester length: 54 lecture hours; prerequisite: none; fee: none; grading method: student option. Psychological study of human development across the lifespan from prenatal development through childhood, adolescence, adulthood, and dying. Theories and research of physical, cognitive, personality, and social development are examined, as well as attention to developmental problems. Institutions impacting each stage of development also addressed.

#### Psychology A140 – Psychology of Adult Development; 3.0 units

Semester length: 54 lecture hours; prerequisite: none; fee: none; grading method: student option. The scientific study of human development from late adolescence through the stages of early middle, and late adulthood. Examined are the theories and research on the physical, cognitive, and psychosocial changes, including the impact of love, work, and family as individuals progress through adulthood and the advanced years.

#### Psychology A150 – Developmental Psychopathology; 3.0 units

Semester length: 54 Lecture hours; prerequisite: none; fee: none; grading method: student option. An overview of child and adolescent psychopathology. Topics explored include the classification, assessment, course, etiology, prevention, and treatment of disorders associated with infancy, early childhood, middle childhood, and adolescence. Risk and protective factors as well as gender and cultural differences in developmental psychopathology will also be examined.

#### Psychology A235 – Psychosocial Rehabilitation and Recovery; 3.0 units

Semester length: 54 Lecture hours; advisory: Psychology A100; fee: none; grading method: student option. Introduces and familiarize students with recovery and rehabilitation methods that address co-occurring disorders, family support,

work, and education support. Introduces the student to community resources that will aid them in assisting individuals with housing, employment, dual diagnosis services, transportation, and other social services as part of the recovery process.

**Psychology A245 – Field Work for Mental Health Workers; 3.0 units**

Semester length: 54 Lecture hours; prerequisite: Psychology A100, A125, A158 and A235 with a minimum grade of "C." CPR Certification; and instructor consent. The course instructor must approve fieldwork placement settings; fee: none; grading method: student option. Fieldwork experience is a component of the Mental Health Worker Certificate Program. Class meetings emphasize learning about working in the mental health field and developing associated skills. Students obtain supervised experience in a relevant mental health placement setting. This course may be taken two times.

**Psychology A250 – Physiological Psychology; 3.0 units**

Semester length: 54 lecture hours; course advisory: Psychology A100; fee: none; grading method: graded. This course is an examination of the relationships between the brain and behavior and their application to self management. The anatomy and physiology of the following will be explored: neurological disorders and their treatments, sensation, perception, sexuality, drug use, emotion, sleep, learning, and internal bodily states. This course may also be offered online.

**2. Approval of Course Revisions/Retirements/Suspensions/Reinstatements**

**Course Revisions:**

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

**Orange Coast College**

Effective Fall 2009

	FROM	TO
<b><u>Airline and Travel Careers A105 – Public Service for Airline and Travel Careers</u></b>		
Name:	Airline & Travel Careers A105	Hospitality, Travel & Tourism A105
Weekly hours:	4.0 – 8.0 Lecture	2.0 Lecture/4.0 – 8.0 Non Lecture
Total hours:	72 – 112	108 – 180
Grading Method:	Graded	Student Option
<b><u>Airline and Travel Careers A114 – Employment Skills – Written</u></b>		
Name:	Airline & Travel Careers A114	Hospitality, Travel & Tourism A114
Title:	Employment Skills – Written	Communication Connection
<b><u>Airline and Travel Careers A119 – Travel Safety In-flight and Ground</u></b>		
Grading Method:	Graded	Student Option
<b><u>Airline and Travel Careers A122 – Travel Geography – United States</u></b>		
Name:	Airline & Travel Careers A122	Hospitality, Travel & Tourism A122
Title:	Travel Geography – United States	Destination United States
Grading Method:	Graded	Student Option
<b><u>Airline and Travel Careers A123 – Travel Geography – Northern Europe</u></b>		
Name:	Airline & Travel Careers A123	Hospitality, Travel & Tourism A123
Title:	Travel Geography – Northern Europe	Destination Northern Europe
Grading Method:	Graded	Student Option
<b><u>Airline and Travel Careers A124 – Travel Geography – Africa</u></b>		
Name:	Airline & Travel Careers A124	Hospitality, Travel & Tourism A124
Title:	Travel Geography – Africa	Destination Africa
Grading Method:	Graded	Student Option

Airline and Travel Careers A125 – Travel Geography – The Americas

Name:	Airline & Travel Careers A125	Hospitality, Travel & Tourism A125
Title:	Travel Geography – The Americas	Destination the Americas
Grading Method:	Graded	Student Option

Airline and Travel Careers A126 – Travel Geography – Southern Europe

Name:	Airline & Travel Careers A126	Hospitality, Travel & Tourism A126
Title:	Travel Geography – Southern Europe	Destination Southern Europe
Grading Method:	Graded	Student Option

Airline and Travel Careers A127 – Travel Geography – Eastern Europe

Name:	Airline & Travel Careers A127	Hospitality, Travel & Tourism A127
Title:	Travel Geography – Eastern Europe	Destination Eastern Europe
Grading Method:	Graded	Student Option

Airline and Travel Careers A128 – Travel Geography – Pacific Rim

Name:	Airline & Travel Careers A128	Hospitality, Travel & Tourism A128
Title:	Travel Geography – Pacific Rim	Destination Pacific Rim
Grading Method:	Graded	Student Option

Architectural Technology A205 – Architectural Drawing and Design Visual 2

Repeatability:	0 times	3 times
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Architectural Technology A215 – Architectural Design and Theory 2

Weekly hours:	3.0 Lecture/3.0 Lab	2.0 Lecture/6.0 Lab
Total hours:	108	144

Architectural Technology A230 – Architectural Drawing and Design Theory 3

Repeatability:	0 times	3 times
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Art A120/A120H – Freehand Drawing/Honors Freehand Drawing

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A122 – Human Anatomy for Artists

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A130 – Painting 1

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A131 – Painting 2

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A143 – Story Illustration Techniques

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A147 – Jewelry 1

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A150 – Ceramics 1

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A151 – Ceramics 2

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A170 – Printmaking 1

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A171 – Printmaking 2

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A175 – Screen Process Printing

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A180 – Professional Studies

Units:	2.0	1.0
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Art A220 – Figure Composition

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A236 – Life Painting

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A247 – Jewelry 2

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A263 – Painting in Watercolor

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A269 – Cartooning 1

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Art A270 – Cartooning 2

Weekly hours:	6.0 Lecture	1.50 Lecture/4.50 Lab
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Aviation Pilot Training A141 – Flight Simulator Course

Grading Method:	Student Option	Graded
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Dance A201– Rehearsal and Performance

Grading Method:	Graded	Student Option
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Fashion A105 – Sewing Skills Assessment

Weekly hours:	1.0 Lec/5.0 Lab	1.0 Lec/6.0 Lab
Total hours:	108	126

Fashion A130 – Tailoring

Units:	2.0	1.50
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Film A193 – Film/Video Sound

Weekly hours:	2.0Lecture/2.0 Lab	2.0 Lecture/3.0 Lab
Total hours:	72	90

Film A194 – Digital Film and Video Editing

Weekly hours:	2.0Lecture/2.0 Lab	2.0 Lecture/3.0 Lab
Total hours:	72	90

Heating and Air Conditioning A100 – Refrigeration Principles

Weekly hours:	3.0 Lecture	2.5 Lecture/2.0 Lab
Total hours:	54	81
Repeatability:	0 times	2 times

Heating and Air Conditioning A101 – Air Conditioning Principles

Weekly hours:	3.0 Lecture	2.5 Lecture/2.0 Lab
Total hours:	54	81
Repeatability:	0 times	2 times

Heating and Air Conditioning A102 – Absorption Air Conditioning Systems

Weekly hours:	3.0 Lecture	2.5 Lecture/2.0 Lab
Total hours:	54	81
Repeatability:	0 times	2 times



Heating and Air Conditioning A103 – Air Conditioning Service

Weekly hours:	3.0 Lecture	2.5 Lecture/2.0 Lab
Total hours:	54	81
Repeatability:	0 times	2 times

Heating and Air Conditioning A104 – Air Conditioning – Air Balance

Weekly hours:	3.0 Lecture	2.5 Lecture/2.0 Lab
Total hours:	54	81
Repeatability:	0 times	2 times

Heating and Air Conditioning A105 – Air Conditioning Controls

Weekly hours:	3.0 Lecture	2.5 Lecture/2.0 Lab
Total hours:	54	81
Repeatability:	0 times	2 times

Heating and Air Conditioning A106 – Centrifugal Refrigeration

Weekly hours:	3.0 Lecture	2.5 Lecture/2.0 Lab
Total hours:	54	81
Repeatability:	0 times	2 times

Heating and Air Conditioning A110 – Pneumatic Controls 1

Weekly hours:	3.0 Lecture	2.5 Lecture/2.0 Lab
Total hours:	54	81
Repeatability:	0 times	2 times

Heating and Air Conditioning A140 – Building Automation/EMS

Weekly hours:	3.0 Lecture	2.5 Lecture/2.0 Lab
Total hours:	54	81
Repeatability:	0 times	2 times

Hotel Management A265 – Principles of Event and Meeting Management

Name:	Hotel Management A265	Hospitality, Travel & Tourism A265
Grading Method:	Graded	Student Option

Hotel Management A266 – Organize and Manage Events and Meetings

Name:	Hotel Management A266	Hospitality, Travel & Tourism A266
Grading Method:	Graded	Student Option

Hotel Management A267 – Managing Business Risks

Name:	Hotel Management A267	Hospitality, Travel & Tourism A267
Grading Method:	Graded	Student Option

Hotel Management A270 – Meeting and Event Marketing and Sales

Name:	Hotel Management A270	Hospitality, Travel & Tourism A270
Grading Method:	Graded	Student Option

Hotel Management A271 – Corporate Meetings and Events

Name:	Hotel Management A271	Hospitality, Travel & Tourism A265
Grading Method:	Graded	Student Option

Hotel Management A272 – Meeting and Conference Practices

Name:	Hotel Management A272	Hospitality, Travel & Tourism A272
Grading Method:	Graded	Student Option

Hotel Management A276 – Expo and Trade Show Management and Promotion

Name:	Hotel Management A276	Hospitality, Travel & Tourism A276
Grading Method:	Graded	Student Option

Hotel Management A277 – Wedding Planning as a Business

Name:	Hotel Management A277	Hospitality, Travel & Tourism A277
Grading Method:	Graded	Student Option

Hotel Management A278 – Catering Design and Management

Name: Hotel Management A278  
Grading Method: Graded

Hospitality, Travel & Tourism A278  
Student Option

Hotel Management A285 – Hotel Operations

Name: Hotel Management A285  
Grading Method: Graded

Hospitality, Travel & Tourism A285  
Student Option

Interior Design A105 – Interior Design Studio 1

Units: 2.0  
Weekly hours: 1.0 Lecture/3.0 Lab  
Total hours: 72

3.0  
2.0 Lecture/3.0 Lab  
90

Interior Design A150 – Interior Materials and Products

Units: 4.0  
Weekly hours: 1.0 Lecture/3.0 Lab  
Total hours: 72

3.0  
2.0 Lecture/3.0 Lab  
90

Interior Design A175 – Applied Color and Design Theory

Units: 2.0  
Weekly hours: 3.0 Lecture/3.0 Lab  
Total hours: 72

3.0  
2.0 Lecture/3.0 Lab  
90

Interior Design A200 – Interior Illustration

Units: 2.0  
Weekly hours: 1.0 Lecture/3.0 Lab  
Total hours: 72

3.0  
2.0 Lecture/3.0 Lab  
90

Interior Design A215 – Interior Design Studio 2

Units: 2.0  
Weekly hours: 1.0 Lecture/3.0 Lab  
Total hours: 72

3.0  
2.0 Lecture/3.0 Lab  
90

Interior Design A250 – Codes and Specifications for Interior Design

Units: 2.0  
Weekly hours: 2.0 Lecture  
Total hours: 36

3.0  
3.0 Lecture  
54

Interior Design A260 – Interior Design Rendering and Rapid Visualization

Units: 2.0  
Weekly hours: 1.0 Lecture/3.0 Lab  
Total hours: 72

3.0  
2.0 Lecture/3.0 Lab  
90

Interior Design A265 – Interior Design Studio 3

Units: 2.0  
Weekly hours: 1.0 Lecture/3.0 Lab  
Total hours: 72

3.0  
2.0 Lecture/3.0 Lab  
90

Interior Design A275 – Interior Design Studio 4

Units: 2.0  
Weekly hours: 1.0 Lecture/3.0 Lab  
Total hours: 72

3.0  
2.0 Lecture/3.0 Lab  
90

Italian A199 – Current Topics in Italian

Repeatability: 0 times

4 times

Machine Technology A105 – Lathe

Repeatability: 0 times

2 times

Machine Technology A120 – Measurement and Blueprint Reading

Repeatability: 0 times

2 times

Machine Technology A150 – Tool and Cutter Grinding

Repeatability:	0 times	2 times
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Machine Technology A190 – Elementary Metallurgy

Repeatability:	0 times	2 times
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Machine Technology A200 – Tooling

Repeatability:	0 times	2 times
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Marine Science A180 – Marine Biology

Grading Method:	Student Option	Graded
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Music A120 – College Choir

Weekly hours:	3.0 Lecture	1.50 Lecture/1.50 Lab
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Music A146 – Voice 2

Repeatability:	0 times	3 times
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Polysomnography A165 – Polysomnography Clinical 1

Units:	.50	1.0
Weekly hours:	5.0 Lecture	6.0 Clinical arranged
Total hours:	45	72

Polysomnography A170 – Polysomnographic Practice

Units:	1.0	0.5
Weekly hours:	1.0 Lecture	0.5 Lecture
Total hours:	18	9

Polysomnography A250 – Polysomnography Record Review

Units:	2.5	2.0
Total hours:	42	36

Psychology A125 – Introduction to Counseling

Units:	3.0	4.0
Weekly hours:	3.0 Lecture	4.0 Lecture
Total hours:	54	72

Respiratory Care A278 – Pulmonary Case Assessment

Weekly hours:	4.0 Seminar/8.0 Clinical	6.0 Lecture/4.0 Lab/2.0 Clinical
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Welding Technology A120 – Mathematics and Science for Welding Technology

Units:	3.0	4.0
Weekly hours:	1.0 Lecture/3.0 Lab	3.0 Lecture/3.0 Lab
Total hours:	72	108

**Course Retirements**

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following course retirements be approved:

**Orange Coast College**

Effective Fall 2009

Airline and Travel Careers A110 – Personal Development, Appearance, Image, Attitude  
 Airline and Travel Careers A111 – Travel Careers Survey  
 Fashion A108 – Introduction to Fashion Design on the Computer  
 Fashion A140 – Evaluation of Apparel Quality  
 Medical Assisting A180 – Administrative Assisting Medical Procedures

Respiratory Care A289 – Physician Series 2  
School Health Assistant A105 – School Healthcare for Children

**Course Suspensions:**

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following course suspensions be approved:

**Orange Coast College**

Effective Fall 2009

Art A104 – Art of India and Southeast Asia  
Art A109 – Ancient Greek Art and Architecture  
Art A112 – Application of Color Theory  
Art A195 – World Art  
Art A243 – Bronze Casting  
Aviation Pilot Training A125 – Air Traffic Control for Pilots  
Aviation Pilot Training A135 – Aircraft Engines  
Aviation Pilot Training A136 – Soaring–Gliding Ground School  
Aviation Pilot Training A137 – Aircraft Preventative Maintenance for Pilots  
Aviation Pilot Training A195 – Astronautics and Spacecraft Design  
Aviation Pilot Training A196 – Space Station  
Aviation Pilot Training A197 – Advanced Space Systems  
Biology A199 – Special Topics in Biotechnology  
Biology A223 – Sectional Anatomy  
Biology A226 – Advanced Sectional Anatomy  
Biology A281L- Protein Chemistry Laboratory  
Business A105 – Introduction to Law  
Chemistry A281L – Protein Chemistry Laboratory  
Computer Information Systems A226 – Applied E-Commerce  
Dance A100 – Introduction to Careers in Dance  
Dance A113 – Pointe Work  
Dance A114 – Ballet Floor Barre and Correctives  
Dance A123 – Commercial Dance Workshop  
Dance A124 – Dance for Musical Theatre Workshop  
Dance A136 – Spanish Classical Dance  
Dance A140 – American Vernacular Dance  
Dance A160 – Introduction to Choreography  
Dance A191 – Classical Technique and Variations Workshop  
Dance A195 – Summer Dance Workshop  
Digital Media Arts and Design A191 – Illustration and Computer Graphics 2  
Digital Media Arts and Design A201 – Interactive Master Class  
Digital Media Arts and Design A264 – Documentary Video  
Digital Media Arts and Design A265 – Sound in Multimedia  
Display and Visual Presentation A185 – Intermediate Display and Visual Presentation  
Fashion A176 – Image Consulting  
Film A103 – Contemporary Films  
Gender Studies A120 – Men, Women, Work and Family  
Gender Studies A150 – Women, Careers, and Leadership  
Geography A160 – Economic Geography  
Heating and Air Conditioning A120 – Applied Electricity  
Math A021 – Topics in Geometry  
Sociology A115 – Contemporary Chicano

**Course Reinstatements:**

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

## Orange Coast College

Effective Fall 2009

Dance A111 – Ballet 2  
 Dance A121 – Jazz Dance 2  
 Dance A126 – Tap 2  
 Geology A135 – Geology of the National Parks and Monuments  
 Geology A165 – Natural Disasters

### 3. Approval of New Programs/Options

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following new program/options be approved for submission to the State Chancellor's Office for approval as a certificate:

## Orange Coast College

Effective Fall 2009

### Mental Health Worker Associate in Science Degree

The Mental Health Worker program at Orange Coast College is a Career and Technical Education (CTE) program that prepares students to serve emotionally, cognitively, and developmentally challenged clients in community facility settings that provide therapeutic intervention, rehabilitation, and recovery services.

Specifically, the program will prepare students to function in a support position under a licensed professional. Mental health workers are employed in private, state, and county settings that provide residential, day-care, intervention, or support programs to serve emotionally, cognitively, and/or developmentally challenged clients. Mental health workers serve child, adolescent, adult, or elderly adult populations. The mental health worker works with clients in the following potential need areas: Psychiatric services, drug and substance abuse programs, traumatic brain injury programs, programs for the developmentally disabled, and/or elder services programs.

In addition to completion of the required courses below, this program requires completion of the Associate in Science General Education as listed in the catalog.

#### REQUIRED COURSES

		Units
Cardiopulmonary Resuscitation	HLED A111	0.5
Introduction to Psychology	PSYC A100	3.0
Introduction to Counseling	PSYC A125	4.0
Human Life Span Development	PSYC A130	3.0
Psych of Adult Development	PSYC A140	3.0
Developmental Psychopathology	PSYC A150	3.0
Abnormal Psychology	PSYC A158	3.0
Psychosocial Rehab/Recovery	PSYC A235	3.0
Field Work/Mental Health Workers	PSYC A245	3.0
Physiological Psychology	PSYC A250	3.0
Social Psychology	PSYC A260	3.0
Psychology of Learning	PSYC A270	3.0
Total Units		<b>34.50</b>

**3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

Agenda Item Content



030409.pdf

Additional Administrative Content

Source: en030409.pdf, 13.57 MB, Last Updated: 03/04/2009 by Daniel B. Smith

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

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

MICHAEL J BATTISTONE, Student Trustee (CCCD), to attend the District Student Council Lobby Day, April 21, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$350, including travel by Air Coach, to be paid from District Conference funds.

MICHAEL J BATTISTONE, Student Trustee (CCCD), to attend the California Community College *We Are The Key* Rally, February 27, 2009, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from District Conference funds. It is respectfully requested that this travel item be approved retroactively due to the Board Meeting schedule and timing of the rally.

CONRAD J MORENO, Board Member (CCCD), to attend the District Student Council Lobby Day, April 21, 2009, Sacramento, CA, without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from District Conference Funds.

CONRAD J MORENO, Board Member (DIST), to attend the Community College League of California Advisory Committee on Education Services (ACES) Meeting, May 6, 2009, Ontario, CA, without loss of salary, with reimbursement for actual expenses, to be paid from District Conference Funds. The reason for this revision is to correct the conference date from May 6, 2009 to March 6, 2009.

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

TIMOTHY J ALLEN, Adm/Records Tech 2 (GWC), to attend the The California Association of Community College Registrars & Admissions Officers Workshop, March 6, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$15, including a registration fee of \$15, to be paid from CFCE funds.

SYLVIA E AMITOELAU, Ed Media Designr Mil (CCC), to attend the Technology in Education Conference and Exposition 2009, March 23-24, 2009, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Innovation & Technology Auxillary funds.

JENNIFER D ANDERSON, Instructor (OCC), to attend the Southern Graphic Council Conference, March 25 - 28, 2009, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$200, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

CRISTINA M ARELLANO, EOPS/CARE Outreach Tech (CCC), to attend the Regional 8 Student Leadership Conference 2009, April 24, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$85, including a registration fee of \$75, to be paid from Extended Opportunity Programs and Services funds.

EDUARDO J ARISMENDI-PARDI, Instructor (OCC), to attend the Academic Senate for California Community Colleges 2009 Spring Plenary, April 15 - 18, 2009, Millbrae, CA, without loss of salary, with reimbursement for allowable expenses of \$1,600, including a registration fee of \$325, travel by Air Coach, to be paid from Academic Senate President's Conference funds.

EDUARDO J ARISMENDI-PARDI, Instructor (OCC), to attend the Curriculum Institute 2009, July 9 - 11, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$350, to be paid from Full Time Academic Senate PDI funds.

EDUARDO J ARISMENDI-PARDI, Instructor (OCC), to attend the Umoja Community, March 6, 2009, San Bernadino, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$40, to be paid from Basic Skills Professional Development funds.

EDUARDO J ARISMENDI-PARDI, Instructor (OCC), to attend the League for Innovations, March 14 - 18, 2009, Reno, NV, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$675, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

SUSAN T BABB, Instructor (GWC), to attend the United States Institute of Theater Technology, March 17-23, 2009, Cincinnati, OH, without loss of salary, with no reimbursement authorized from District funds.

FRANK A BAKER, Instructor (GWC), to attend the Human Anatomy and Physiology Society Conference, May 22-26, 2009, Baltimore, MD, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$260, travel by Air Coach, to be paid from IPD AFT funds, VP IPD funds.

MICHAEL J BARE, Dir Of Coll Bkstore (CCC), to attend the National Association of College Stores Annual Meeting and Expo, March 12-17, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$860, including a registration fee of \$485, to be paid from Bookstore Auxiliary funds.

LINDA J BARKER, Adm/Records Tech 2 (GWC), to attend the The California Association of Community College Registrars & Admissions Officers Workshop, March 6, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$32, including a registration fee of \$15, to be paid from CFCE funds.

DOUGLAS R BENOIT, Dean (OCC), to attend the California Community College Association for Occupational Education, March 10 - 14, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2395, including a registration fee of \$445, travel by Air Coach, to be paid from Industry Driven Reg Collaboration Grant funds. The reason for this revision is to change the registration amount.

DOUGLAS R BENOIT, Dean (OCC), to attend the 2009 Workforce Leaders Institute, April 22 - 24, 2009, Lake Arrowhead, CA, without loss of salary, with reimbursement for allowable expenses of \$77, to be paid from Technology Division Conference funds.

DOUGLAS R BENOIT, Dean (OCC), to attend the Economic Workforce Development 2009 Annual Conference, April 14 - 17, 2009, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$2,495, including a registration fee of \$495, travel by Air Coach, to be paid from Industry Driven Reg Collaboration Grant funds.

AMANDA BEST, Instructor (GWC), to attend the California Conference for the Advancement of Ceramic Arts, May 1-3, 2009, Davis, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from non district/campus funds.

ARABA G BLANKSON, Mil/Cont Ed Tech Int (CCC), to attend the California Association of Community College Registrars and Admissions Officers Region 7 & 8 Staff Development Workshop "Turbocharging your Productivity!", March 6, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$40, including a registration fee of \$15, to be paid from 5-10-5515-5202-5001.

TED A BOEHLER, Dean (CCC), to attend the Technology in Education Conference and Exposition 2009, March 23-25, 2009, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$160, to be paid from Innovation & Technology Auxiliary funds.

TED A BOEHLER, Dean (CCC), to attend the The Second Annual African American Male Summit 2009, March 26-27, 2009, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$25, to be paid from Innovation & Technology Auxiliary funds.

HOAI-HUONG D BUSH, Counselor (GWC), to attend the Foster Youth Success Initiative Convening, March 27, 2009, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from EOPS/CARE funds.



PENNY E CAVELLA, Bookstore Oprtns Ast (CCC), to attend the National Association of College Stores Annual Meeting and Expo, March 13, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Bookstore Auxiliary funds.

TRANG T CONG HUYEN TON NU, Child Care Centr Ast (GWC), to attend the The California Association of Community College Registrars & Admissions Officers Workshop, March 6, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$15, including a registration fee of \$15, to be paid from CFCE funds.

JESS CRAIG, Vice President (OCC), to attend the Building a Veteran-Friendly Campus Online Webcast, April 29, 2009, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$350, including a registration fee of \$350, to be paid from Vice President Student Services Conference funds.

ALICE V CURREN, Bookstore Oprtns Ast (CCC), to attend the National Association of College Stores Annual Meeting and Expo, March 13-17, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$840, including a registration fee of \$485, to be paid from Bookstore Auxiliary funds.

SHARON K DANIEL, Instructor (OCC), to attend the Baja California Natural Science Field Trip, March 21 - 26, 2009, San Ignacio, Baja California/Mexico without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal Funds.

NADINE I DAVIS, Instructor (GWC), to attend the National Student Nurses Association 57th Annual Convention, April 14-19, 2009, Nashville, TN, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$95, travel by Air Coach, to be paid from Nursing Expansion Grant foundation funds.

SHIRLEY A DONNELLY, Admin Dir Stdt Serv (GWC), to attend the 2009 Statewide Annual Conference - California Association of Community College Registrars & Admissions Officers, May 3-6, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$195, rental car and insurance, to be paid from CDMA funds.

STEPHANIE L DUMONT, Counselor (GWC), to attend the Honors Transfer Council of California Annual Research Conference, February 28, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$25, to be paid from GWC Honors Program funds.

STEPHANIE L DUMONT, Counselor (GWC), to attend the Academic Senate for California Community Colleges Spring 2009 Plenary Session, April 16-18, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$352, including a registration fee of \$325, travel by Air Coach, to be paid from IPD AFT funds.

DARRELL D EBERT, Instructor (GWC), to attend the Bayou City Art Festival, March 26-29, 2009, Houston, TX, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$20, travel by Air Coach, rental car and insurance, to be paid from IPD AFT funds.

FARIMAH FAZELI, Hourly Instructor (OCC), to attend the CMC3 South, March 6 - 7, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$90, to be paid from CFE/AFT Professional Development funds.

COLLEEN D FITZGERALD, Adm/Records Tech 2 (GWC), to attend the The California Association of Community College Registrars & Admissions Officers Workshop, March 6, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$32, including a registration fee of \$15, to be paid from CFCE funds.

RODNEY D FOSTER, Instructor (OCC), to attend the Academic Senate Spring Plenary 2009, April 15 - 18, 2009, Millbrae, CA, without loss of salary, with reimbursement for allowable expenses of \$1,600, including a registration fee of \$325, travel by Air Coach, to be paid from Academic Senate President's Conference funds.

LAUREL E FRANCIS, Dir Of Personnl Svcs (OCC), to attend the Academic Senate at 40: Taking Measure, April 16 - 19, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$325, travel by Air Coach, to be paid from Diversity funds.

ANN S FRENCH, Mil Pgm Testing Spec (CCC), to attend the 14th Annual Tech Ed 2009 Conference, March 23-25, 2009, Ontario, CA, without loss of salary, with no reimbursement authorized from District funds.

HILDA FRIEND, Eop/S Technician (GWC), to attend the Foster Youth Success Initiative Convening, March 27, 2009, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from EOPS/CARE funds.

JOHN R GIACONIA, Informatn Sys Tch II (CCC), to attend the Technology in Education Conference and Exposition 2009, March 23-24, 2009, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Innovation & Technology Auxillary funds.

JOHN R GIACONIA, Informatn Sys Tch II (CCC), to attend the The Second Annual African American Male Summit 2009, March 26-27, 2009, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$25, to be paid from Innovation & Technology Auxillary funds.

JOYCELYN M GROOT, Dir Cont Dev & Oper (CCC), to attend the Council of College and Military Educators Board Meeting, April 14-17, 2009, Nashville, TN, without loss of salary, with reimbursement for allowable expenses of \$1,500, including travel by Air Coach, to be paid from Contract Education Auxillary funds.

JOYCELYN M GROOT, Dir Cont Dev & Oper (CCC), to attend the Two Consecutive Events: Navy College Program for Afloat College Education Pre-Conference Meeting and Department of Defense Worldwide Education Symposium 2009, July 25 - August 2, 2009, Atlanta, GA, without loss of salary, with reimbursement for allowable expenses of \$3,000, including a registration fee of \$300, travel by Air Coach, to be paid from Contract Education Auxillary funds.

SHEILA L GROSSMAN, Hourly Instructor (OCC), to attend the Phi Rho Pi National Tournament and Convention, April 4 - 12, 2009, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$40, travel by Air Coach, to be paid from CFE/AFT Professional Development funds.

ERIKA M GUTIERREZ, Mil/Cont Ed Tech Int (CCC), to attend the California Association of Community College Registrars and Admissions Officers Region 7 & 8 Staff Development Workshop "Turbocharging your Productivity!", March 6, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$23, including a registration fee of \$15, to be paid from Admissions and Records Conference funds.

ANDREA L HARRIS, Dir Arts Pavilion (OCC), to attend the Smithsonian Visit & Artist Meeting, March 9 - 13, 2009, Washington, DC & New York, NY, , without loss of salary, with reimbursement for allowable expenses of \$1,250, including travel by Air Coach, to be paid from Foundation funds; attendee will travel to Washington, DC and then to New York, NY before returning to California.

RYANE N HARRIS, Instructor (GWC), to attend the Honors Transfer Council of California Annual Research Conference, February 28, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$25, to be paid from GWC Honors Program funds.

TRACY R HEFFELMAN, Hrly/Temp Clerical (GWC), to attend the Foster Youth Success Initiative Convening, March 27, 2009, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from EOPS/CARE funds.

JERALD A HEIN, Multimedia Prod Spec (CCC), to attend the The Second Annual African American Male Summit 2009, March 26-27, 2009, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$25, to be paid from Innovation & Technology Auxillary funds.

JACQUELINE HILS-WILLIAMS, Instructor/Coord (GWC), to attend the Annual Magic in Teaching & Clinical Simulation Conference, March 11-12, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$330, to be paid from IPD AFT funds.

TERESA R JAMES, Staff Aide (CCC), to attend the Technology in Education Conference and Exposition 2009, March 23-24, 2009, Ontario, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal Funds.

DANNY C JONES, Administrative Dean (CCC), to attend the Technology in Education Conference and Exposition 2009, March 23-25, 2009, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$160, to be paid from ISD Ancillary Administration funds.

RITA M JONES, Counselor (OCC), to attend the Region 10 Counselors' Conference, March 6, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$60, to be paid from Career Development Technical Grant Workshops funds.

RITA M JONES, Counselor (OCC), to attend the Inland Empire Counselors Conference, March 17 - 18, 2009, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$300, to be paid from Career Development Technical Grant Workshops funds.

RITA M JONES, Counselor (OCC), to attend the Region 9 Counselors Conference, March 20, 2009, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Career Development Technical Grant Workshops funds.

RITA M JONES, Counselor (OCC), to attend the Region 7 Counselor Workshop, April 28, 2009, Santa Monica, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Career Development Technical Grant Workshops funds.

RITA M JONES, Counselor (OCC), to attend the Region 6 Counselors Conference, May 28 - 29, 2009, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$350, to be paid from Career Development Technical Grant Workshops, funds to be reimbursed for train fare if equal to the equivalency of mileage reimbursement.

KAREN A KUEHNER, Course Assistant 1 (GWC), to attend the Curriculum Institute 2009, July 9-11, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$471, including a registration fee of \$350, to be paid from General funds (CWE).

THERESA L LAVARINI, Instructor (GWC), to attend the Academic Senate for California Community Colleges Spring 2009 Plenary Session, April 15-18, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1150, including a registration fee of \$325, travel by Air Coach, to be paid from Academic Senate PDI - Full Time funds. The reason for this revision is to add a substitute for Friday, April 17.

THUCDOAN LE-NGUYEN, Adm/Records Tech 2 (GWC), to attend the The California Association of Community College Registrars & Admissions Officers Workshop, March 6, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$32, including a registration fee of \$15, to be paid from CFCE funds.

BRADY J LONG, Hrlly/Temp Tech (GWC), to attend the Foster Youth Success Initiative Convening, March 27, 2009, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from EOPS/CARE funds.

SHAWN A MANN, Mgr Mil Prg Outreach (CCC), to attend the Naval Air Station Pensacola National Testing Center, March 8-11, 2009, Pensacola, FL, without loss of salary, with reimbursement for allowable expenses of \$1,800, including travel by Air Coach, rental car and insurance, to be paid from Contract Education Auxiliary funds.

EARNEST G MARCHBANK, District Environ Safety Mgr (CCCD), to attend the Green California Summit, March 16-18, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$950, including a registration fee of \$195, travel by Air Coach, to be paid from Environmental Health & Safety Management Conference funds.

EARNEST G MARCHBANK, Counselor (GWC), to attend the Foster Youth Success Initiative Convening, March 27, 2009, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from EOPS/CARE funds.

CARLA R MARTINEZ, Student Serv Coord (OCC), to attend the Student Senate General Assembly Spring 2009, May 1 - 3, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$195, to be paid from ASOCC funds, to be reimbursed for lodging due to early morning and late night meetings.

CARLA R MARTINEZ, Student Serv Coord (OCC), to attend the Lobby Day, April 21, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from ASOCC funds.

JENNIFER C MCDONALD, Dir Adm & Records (CCC), to attend the California Association of Community College Registrars and Admissions Officers 32nd Annual Conference, May 3-6, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$945, including a registration fee of \$195, to be paid from Admissions and Records Conference funds.

JOUMANA H MCGOWAN, Dean (CCC), to attend the California Community College Association for Occupational Education Spring 2009 Conference, March 10-13, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,476, including a registration fee of \$395, travel by Air Coach, to be paid from VTEA funds.

KAREN L MCLUCAS, Instruct Programs Facilitator (CCC), to attend the 14th Annual Tech Ed 2009 Conference, March 23-25, 2009, Ontario, CA, without loss of salary, with no reimbursement authorized from District funds.

LOIS M MILLER, Vice President (GWC), to attend the LA/OC Regional Consortium - Leadership Institute, April 22-24, 2009, Lake Arrowhead, CA, without loss of salary, with reimbursement for allowable expenses of \$64, to be paid from General funds (CWE).

LOIS M MILLER, Vice President (GWC), to attend the Curriculum Institute 2009, July 9-11, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$436, including a registration fee of \$350, to be paid from General funds (CWE).

GEORGIE H MONAHAN, Instructor (OCC), to attend the Academic Senate for California Community Colleges, April 16 - 18, 2009, Millbrae, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$325, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

MICHAEL G MORVICE, Hrlly/Temp Skill (OCC), to attend the Lobby Day, April 21, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from ASOCC funds.

KATHRYN L MUELLER, Dean (OCC), to attend the The National Center for Higher Education Risk Management Threat Assessment Summit, March 12 - 13, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$350, to be paid from VP of Student Services Discretionary funds.

IRENE E NAESSE, Instructor (OCC), to attend the California Geographical Society Annual Conference, April 30 - May 3, 2009, Santa Ynez, CA, without loss of salary, with reimbursement for allowable expenses of \$585, including a registration fee of \$135, to be paid from Full Time Academic Senate PDI funds.

MICHELLE J NIEMAN, Professional Expert (CCC), to attend the Technology in Education Conference and Exposition 2009, March 23-24, 2009, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Innovation & Technology Auxillary funds.

MARY I O'CONNOR, Prog Mgr Rhorc (GWC), to attend the Office of Statewide Health Planning and Development 2009 Data Users Conference, March 10, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$30, to be paid from RHORC trust funds.

MARTHA M PARHAM, Dist Dir Mark & Pub (CCCD), to attend the 2009 Community College Public Relations Organization Annual Conference, April 21 - 24, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,700, including a registration fee of \$500, travel by Air Coach, to be paid from Management Conference funds - Public Information Office.

KIMBERLY A PASCOE, Instructor (GWC), to attend the 2nd Annual National Spring Sign Language & Interpreting Celebration, April 24-25, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$275, including a registration fee of \$175, to be paid from IPD AFT funds.

CLYDE H PHILLIPS, Counselor (OCC), to attend the Umoja Regional Symposium, March 6, 2009, San Bernadino, CA, without loss of salary, with reimbursement for allowable expenses of \$120, including a registration fee of \$40, to be paid from Basic Skills Professional Development funds.

NORMA L POLLARO, Staff Assistant-Conf (GWC), to attend the Curriculum Institute 2009, July 9-11, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$470, including a registration fee of \$350, to be paid from General Funds (CWE).

JOSEPH E POSHEK, Dean (OCC), to attend the Leadership Institute, April 22 - 24, 2009, Lake Arrowhead, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

DIANE M RESTELLI, Instructor (GWC), to attend the Magic in Teaching Simulation Conference and Annual Clinic, March 11-12, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$330, including a registration fee of \$330, to be paid from IPD AFT funds.

DIANE M RESTELLI, Instructor (GWC), to attend the HIV/AIDS on the Front Line, April 29, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$150, to be paid from IPD AFT funds.

DIANE M RESTELLI, Instructor (GWC), to attend the Academic Senate for California Community Colleges Spring 2009 Plenary Session, April 15-18, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,150, including a registration fee of \$325, travel by Air Coach, to be paid from Academic Senate PDI - Full Time.

SEAN B RIVELL, Grounds Supervisor (OCC), to attend the Vertebrate Pest Control Workshop 2009, March 31, 2009, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$70, to be paid from Maintenance Office Conference funds.

VINCENT P RODRIGUEZ, Dean, Distance Learning (CCC), to attend the Technology in Education Conference and Exposition 2009, March 22-25, 2009, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Distance Learning Conference funds.

ROXANA C ROSS, Librarian (GWC), to attend the Alpha Gamma Sigma Honor Society State Convention, April 24-26, 2009, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$275, to be paid from IPD AFT funds.

MICHELLE Y SAMBRANO, Counselor (GWC), to attend the Foster Youth Success Initiative Convening, March 27, 2009, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from EOPS/CARE funds.

SHERRILL SPENCER, Admi/Recordtech III (GWC), to attend the The California Association of Community College Registrars & Admissions Officers Workshop, March 6, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$15, including a registration fee of \$15, to be paid from CFCE funds.

FREDERICK A STEADRY, Instructor (OCC), to attend the Society for Photographic Education National Conference, March 26 - 29, 2009, Dallas, TX, without loss of salary, with reimbursement for allowable expenses of \$2,100, including a registration fee of \$220, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds, Foundation funds.

STEPHEN Y TAMANAHA, Director (OCC), to attend the California Community Colleges Chancellor's Office Extended Opportunity Programs and Services Technical Training, April 1 - 2, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$350, travel by Air Coach, to be paid from EOPS funds.

MICHAEL R TAYLOR, Instructor (OCC), to attend the California Community College Football Coaches Spring Hall of Fame Meeting, March 5 - 7, 2009, Visalia, CA, without loss of salary, with reimbursement for allowable expenses of \$350, to be paid from PE & Athletics Division Budget funds.

PAUL TAYYAR, Instructor (GWC), to attend the Honors Transfer Council of California Annual Research Conference, February 28, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$25, to be paid from GWC Honors Program funds.

CHRISTIAN B TEETER, Mgr Board/Asst Chanc (CCCD), to attend the District Student Council Lobby Day, April 21, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including travel by Air Coach, to be paid from District Conference funds.

LAURA L THATE, Adm/Records Tech 1 (GWC), to attend the The California Association of Community College Registrars & Admissions Officers Workshop, March 6, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$15, including a registration fee of \$15, to be paid from CFCE funds.

BARBARALEIGH TONELLI, Hourly Instructor (CCC), to attend the Society for Advancement of Management, March 22-25, 2009, Las Vegas, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$300, travel by Air Coach, to be paid from CCA Conference Funds.

ANGELYN Q TRAN, EOPS/Care Acctg Technician (GWC), to attend the Foster Youth Success Initiative Convening, March 27, 2009, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from EOPS/CARE funds.

BRITTNI Y TRAN, Admi/Recordtech III (GWC), to attend the The California Association of Community College Registrars & Admissions Officers Workshop, March 6, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$32, including a registration fee of \$15, to be paid from CFCE funds.

CHAU N TRAN, Mil/Cont Ed Tech Int (CCC), to attend the Coast Guard Sector San Diego, March 17, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$150, to be paid from Contract Education Auxiliary funds.

KAREN T TRAN, Admi/Recordtech III (CCC), to attend the California Association of Community College Registrars and Admissions Officers Region 7 & 8 Staff Development Workshop "Turbocharging your Productivity!", March 6, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$23, including a registration fee of \$15, to be paid from Admissions and Records Conference funds.

TOAN Q TRAN, Isd Dev Programmer (CCC), to attend the Technology in Education Conference and Exposition 2009, March 23-24, 2009, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Innovation & Technology Auxiliary funds.

STEPHANIE E WELLS, Instructor (OCC), to attend the Association for Core Texts and Courses Conference, April 16 - 19, 2009, Memphis, TN, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$320, travel by Air Coach, to be paid from Full Time Academic Senate PDI funds.

CHARLES A WHITCHURCH, Instructor (GWC), to attend the Honors Transfer Council of California Annual Honors Research Conference, February 28, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$50, including a registration fee of \$25, to be paid from GWC Honors Program funds.

MANOJ S WICKREMESINGHE, Counselor (OCC), to attend the California Intersegmental Articulation Council, April 22 - 25, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,250, including a registration fee of \$150, travel by Air Coach, rental car and insurance, to be paid from CAN funds.

YVONNE C WILSON, Banner Spc Prj Asst (CCC), to attend the California Association of Community College Registrars and Admissions Officers Region 7 & 8 Staff Development Workshop "Turbocharging your Productivity!", March 6, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$23, including a registration fee of \$15, to be paid from Admissions and Records Conference funds.

MARK K WORDEN, Web Mm Dev Mil Pgms (CCC), to attend the Technology in Education Conference and Exposition 2009, March 23-24, 2009, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Innovation & Technology Auxiliary funds.

LINDA K YORK, Counselor (GWC), to attend the Merced College Site Visit, March 22-26, 2009, Merced, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from State Chancellor's Office.

## Aggregations

## for Student Trips - Coastline Community College

## Agent: Jan Conder

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

Conference/Activity: Goldenview Elementary School  
Location: Huntington Beach  
Dates: Tuesday, March 10, 2009 and Thursday, May 14, 2009  
Department: Parent Education  
Transportation: Private Vehicles

Conference/Activity: Newport Beach Back Bay  
Location: Newport Beach  
Dates: Monday, March 23, 2009  
Department: Early College High School  
Transportation: District Transportation  
Conference/Activity: The Getty Villas  
Location: Pacific Palisades  
Dates: Thursday, March 26, 2009  
Department: Art  
Transportation: District Transportation

### Administrative Concerns



**3.02.02 Authorization for Student Trips - Golden West College**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action  
Public Access: Yes

**Agenda Item 3.02.02**

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

Conference/Activity: Honors Transfer Council of California (HTCC)  
Location: Irvine, CA  
Dates: February 28, 2009  
Department: GWC Honors Program  
Cost/purpose/funding source: \$470 for registration and parking paid from general funds.

Conference/Activity: Alpha Gamma Sigma Honor Society State Convention  
Location: Ontario, CA  
Dates: April 24-26, 2009  
Department: Alpha Gamma Sigma Honor Society  
Cost/purpose/funding source: \$1,685 for registration and District transportation paid from ASGWC and AGS Honor Society funds.

Conference/Activity: National Student Nurses Association 57<sup>th</sup> Annual Convention  
Location: Nashville, TN  
Dates: April 15-19, 2009  
Department: Student Services  
Cost/purpose/funding source: Allows nursing students to participate in national organization leadership activities and policy decisions. Cost: NTE \$19,500 for air coach and lodging to be paid from GWC Nursing Student Association funds.

**Agenda Item 3.02.03**

Created: 03/04/2009 by [Name] [Title] [Phone] [Email] [Address] [City] [State] [Zip]

### 3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

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

Conference/Activity: Two-Week Geography Course, GEOG-292AD-Directed Studies (Learning Contract), 2 units, to consist of 1) field course by travel through the state of California, consisting of both lecture and lab activities to take place from June 21-28, 2009, and 2) preparation of final projects developed from field reports to take place from June 30-July 20, 2009, on the OCC campus.

Department: Geography/Social & Behavioral Sciences

Cost/Purpose/Funding Source: Approximately 15-20 students to participate; students will pay regular college tuition and fees plus \$220 each to cover meals and campsite lodging for a total NTE \$4,400.

Instructor to be paid \$3,000 from Foundation funds.

Transportation: District vans

Conference/Activity: Boating Trips for Marine Science 100 Lab Students

Location: Long Beach Marine Institute, Long Beach, CA

Dates: Spring 2009 semester (April and May, 2009)

Department: Marine Science/Mathematics and Science

Cost/Purpose/Funding Source: \$5,200 from Marine Science Department general funds

Transportation: District van

Conference/Activity: Field Trip for Biology 280 Lab Students

Location: Desert Research Center, Mojave Desert, CA

Date: March 6, 2009

Department: Mathematics and Science

Cost/Purpose/Funding Source: Student's personal funds

Transportation: District van

Conference/Activity: CSULA Leadership Retreat

Location: Los Angeles, CA

Date: April 17, 2009

Department: Associated Students of Orange Coast College (ASOCC)

Cost/Purpose/Funding Source: NTE \$500 for registration fee and supplies from ASOCC funds

Transportation: District

Conference/Activity: Student Senate for California Community Colleges General Assembly

Location: San Diego, CA

Dates: May 1-3, 2009

Department: Associated Students of Orange Coast College (ASOCC)

Cost/Purpose/Funding Source: NTE \$6,000 for registration, lodging, meals, and supplies from ASOCC funds

Transportation: District

Conference/Activity: Cal Poly San Luis Obispo Design Village Competition

Location: San Luis Obispo, CA

Dates: April, 2009 (Specific dates to be posted by Designvillage.calpoly.edu)

Department: Architecture Club

Cost/Purpose/Funding Source: NTE \$5,000 for registration, building supplies, and related expenses from ASOCC and club funds

Transportation: District

Transportation: District

Transportation: Personal vehicles

Revision to Previous Board Action to change location. Previous Board approval 12/10/08.

### Additional Administrative Content

Genet. 6: 322-235. 1967. Arch. Genet. 10: 1-5. 1968. 226-235. 1968. 1968. 1968.

**3.03 GENERAL ITEMS**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

Agenda Item Content

Additional Information Content

Created on 02/05/2009 at 11:57 AM by Jodi Rodriguez, Last Updated on 02/23/2009 by Jodi Rodriguez

## References

## ABSTRACT

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

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

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**3.03.02 Authorization for Special Projects - Golden West College**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action  
Public Access: Yes

**Project/Activity: Salsa Dancing Activity**

Date: March 6, 2009

Department: Student Activities

Purpose: Making connections with students and community in a fun environment.

Cost/purpose/funding source: No cost.

**Project/Activity: Regional Testing Center Test Site Coordinator Retreat**

Date: May 4, 2009

Department: Regional Health Occupations Resource Center (RHORC)

Purpose: Annual retreat to update coordinators.

Cost/purpose/funding source: \$2,000 for food, facility rental and lodging; from RHORC Trust funds.

**Project/Activity: Women's Self Defense Class**

Date: March 24 & 26, 2009

Department: Intercultural Program

Purpose: To offer women's self defense class for GWC staff and community as part of Women's Heritage Month. Free for staff; \$20 for community members.

Cost/purpose/funding source: \$300 for instructor fee; from Intercultural Program funds.

**Project/Activity: At Home with Natives**

Date: March 28, 2009

Department: Math & Sciences

Purpose: A one day symposium teaching participants how to create and maintain an authentic California landscape.

Cost/purpose/funding source: \$200 for food; from CA Native Garden Foundation funds.

### 3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

#### Agenda Item Content

Project/Activity: Financial Aid Region 7 & 8 Meeting  
Date: April 24, 2009  
Department: Financial Aid  
Purpose: Regional meeting  
Cost/Purpose/Funding Source: No cost to the college

Project/Activity: Junior Chamber Music Concert  
Date: March 10, 2009  
Department: Frank M. Doyle Arts Pavilion/Visual and Performing Arts  
Purpose: Classical music concert and outreach; approximately 70 guests  
Cost/Purpose/Funding Source: No cost to the college

Project/Activity: Spring 2009 Exhibition Public Reception  
Date: April 10, 2009  
Department: Frank M. Doyle Arts Pavilion/Visual and Performing Arts  
Purpose: Artist's reception and mixer to celebrate exhibition; approximately 500 guests  
Cost/Purpose/Funding Source: NTE \$1,000 from Foundation funds

Project/Activity: Spring 2009 Exhibition Reception  
Date: April 8, 2009  
Department: Frank M. Doyle Arts Pavilion/Visual and Performing Arts  
Purpose: Artist's reception and mixer to celebrate exhibition; approximately 500 guests  
Cost/Purpose/Funding Source: NTE \$1,000 from Foundation funds

Project/Activity: Earth Month  
Date: April 6-30, 2009  
Department: OCC Sierra Club  
Purpose: Educate students about the planet  
Cost/Purpose/Funding Source: NTE \$3,000 from club/ASOCC/Foundation/and donations

Project/Activity: Post-September 11<sup>th</sup> GI Bill Training Workshop  
Date: April 2, 2009  
Department: OCC Veteran's Affairs Office/Admissions & Records  
Purpose: Workshop for certifying officials from Orange County, Riverside, and San Diego counties  
Cost/Purpose/Funding Source: NTE \$150 for refreshments from OCC Veteran's ancillary funds

Project/Activity: Business Networking Event at Orange County Fairgrounds  
Date: March 11, 2009  
Department: Career Services  
Purpose: Present college Career and Technical Education programs, Internship Academy, and Job Placement to chambers and business people representing hundreds of industries and companies in and around Orange County; Recruit businesses for the upcoming Job Fair  
Cost/Purpose/Funding Source: \$595 fee to be paid from Foundation funds.

Project/Activity: Classified Luncheon and Program  
Date: April, 2009  
Department: Staff Development  
Purpose: Promote classified programs  
Cost/Purpose/Funding Source: NTE \$3,500 for food, supplies, video production, and speaker fees to be





### 3.03.04 Authorization to Apply for Funded Programs

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

#### Authorization to Apply for Funded Programs and/or Projects:

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

Orange Coast College has been awarded the California Department of Education, Child Development Division grant titled "**Harry & Grace Steele Children's Center Instructional Materials Grant.**" The Children's Center has been receiving funds to subsidize childcare for low-income student-parents since 1978. OCC provides comprehensive child development services that include: quality childcare for student-parents enrolled at OCC, a food and nutrition program, parent enrichment and resource/referral services. The school-age program serves school age children after school during the traditional academic year and 6-12 year old children in a day camp environment throughout the summer.

**Fiscal Impact:** The Orange Coast College Children's Center receives grant funds for purchase of Instructional Material through the California State Department of Education, Child Development for instructional supplies as a supplement to the General Child Care Grant. The amount for fiscal year 2008-2009 is \$1,392. There are no matching funds.

The following resolution was adopted in order for the agreement to be accepted by the State:

### **Coast Community College District Board of Trustees Resolution #09-18 Certificate of Application for Fiscal Year 2008-2009 Child Development Program**

**WHEREAS**, the Board of Trustees of the Coast Community College District has read the proposed agreement entitled Certification of Application for Fiscal Year 2008-2009, Child Development Division, Child Development Program and the Coast Community College District (Orange Coast College), and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees does hereby authorize Ding-Jo Currie, Acting, Chancellor; Kim Allen, Administrative Director of Fiscal Affairs, or Chandulal M. Brahmabhatt, Vice Chancellor of Administrative Services, of the Coast Community College District on behalf of the organization to sign and execute said agreement and all amendments thereto, except to increase the financial liability of said organization.

Additional Administrative Council

Revised on 03/04/2009 at 10:57 AM by [Name Redacted] Last updated on 02/28/2009 by [Name Redacted]

**3.03.05 Authorization for Disposal of Surplus**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

Agenda Item Consent



Surplus030409.pdf

Agenda Item Administrative Consent

Consent 03/04/2009 Regular Meeting: 3.03.05 Authorization for Disposal of Surplus

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
<b>ORANGE COAST COLLEGE</b>				
File cabinet	---	---	---	P
Bookcase	---	---	---	P
Warmer	2002920	---	---	P
Warmer	2002918	---	---	P
Register	9057659	---	---	P
Computer Desks (20)	---	---	---	P
Desk	---	---	---	P
Table	---	---	---	P
Picture	---	---	---	P
Computer	9047408	M5521	RN1262P2KWH	P
Computer	9033495	M5521	RN105056JQK	P
Computer	9025705	M5521	XA934EN2GVK	P
Computer	9033311	M5521	XA0390BDJQH	P
Scanner	9046980	8700	Z1B76500458	P
Printer	---	Z55	4260306827	P
Computer	9048103	GX115	1DP9C01	P
Densitometer	9054244	TD500	2034B	P
Microscope	9034089	---	---	P
Densitometer	2007369	---	---	P
Shutter Speed Tester	9034088	---	SMT-79-39	P
Metal Work Shelf	---	---	---	P
Tape Deck	9028734	---	---	I
Tape Deck	9024981	---	---	I
Digital Tape Recorder	9030221	---	---	I
Compact Disk Player	9025341	---	---	I
Compact Disk Player	9025343	---	---	I
Fax	9033229	C4649A	MY01ME2092	P
Typewriter	9023719	---	---	I
Tabletop Dryer	9041118	---	932	P
Film Dryer	9071071	DF82	---	P
Cabinet (3)	---	---	---	P

Agenda Item 3.03.06

### 3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

#### Agenda Item 3.03.06

After review by the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board approve the following standard agreements for the lease of telecourses.

It is further 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. (See Attachment #9)

ANTHROPOLOGY: THE FOUR FIELDS  
North Carolina Community College System (NC)

CHILD DEVELOPMENT: STEPPING STONES  
KLRN-TV (TX)  
University of Cincinnati – Raymond Walters College (OH)

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD  
Tennessee Board of Regents (TN)

**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.



Telecourses.pdf

#### Agenda Item 3.03.06

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**3.03.07 Authorization for Purchase of Institutional Memberships - Coastline Community College**

Meeting: 03/04/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Agenda Item Corner

NEW

California Community Colleges Alumni Network (CCCAN) — March 5, 2008 — June 30, 2010 - \$3,490

Membership will provide the Coastline Foundation with access to the components of the California Community Colleges Alumni Network which includes cost-effective tools for alumni outreach, engagement, support, and offers Coastline alumni the opportunity to reconnect with our College. Membership to be paid from College funds.

Additional Administrative Comments

Created: 02/02/2009 at 10:05 AM by: Julie Swadlow. Last update on: 02/26/2009 by: Joe Rodriguez

**3.03.08 Authorization of Institutional Memberships - Golden West College**

Meeting: 03/04/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

NEW

Association for the Advancement of Sustainability in Higher Education (AASHE) – February, 2009 - February, 2010 - \$500

Membership allows all campus employees access to network with other institutions to achieve an ecologically sound future.

**3.03.09 Authorization for Purchase of Institutional Memberships - Orange Coast College**

Meeting: 03/04/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

**Agenda Item Content**

**RENEWAL**

Research & Planning Group for California Community Colleges (The RP Group) – 2008-2009 - \$350.00

Membership provides support for planning, research, and assessment activities throughout the California Community Colleges.

**Additional Administrative Comments**

Creation: 02/04/2009 by: N. B. Allen, Last Modified: 02/25/2009 by: J. B. Allen

**3.03.10 Authorization for Purchase of Institutional Memberships - District**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**RENEWAL**

American Association for Women in Community Colleges (AAWCC) - March 26, 2009 - March 25, 2010 - \$300.00

Membership in this organization provides an opportunity to foster relationships and professional growth for women in the community college environment.

National Asian Pacific Islander Council (NAPI) - 2008/2009 - \$750.00

Membership will improve access to quality education for Asian/Pacific Islanders in the United States and develop collaborative efforts with other segments of higher education communities. Annual membership dues are \$200.00 per campus and \$150.00 for district.

Community College Leadership Development Initiatives (CCLDI) - 2008/2009 - \$500.00

This partnership accords the community colleges a strong and continuing role in shaping the academic preparation of its own leaders. It rests upon the commitment of the community colleges to identify its leadership needs and to actively support the fulfillment of these needs. The Institute will seek collaborative relations with other enterprises and training programs that serve the community colleges.

International Alliance of Avaya Users - 2008/2009 - \$250.00

One year membership to International Alliance of Avaya Users Group to attend training and conferences for the District-wide Telecommunications System.



**3.03.11 Sailing Program - Orange Coast College**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

Agenda Item Contact

Project/Activity: Professional Mariner Program Advisory Committee Meeting

Date: March 20, 2009

Department: Sailing Center

Purpose: Review Professional Mariner Program progress, equipment needs, and future development

Cost/Purpose/Funding Source: NTE \$500 for materials and lunch from Sailing Center funds

Agenda Item Contact

Agenda Item Contact

**3.04 PERSONNEL ITEMS**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

- a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- b. Authorization for Leaves of Absence
- c. Authorization for Changes in Salary Schedules



Board Open Items.pdf

**3.04 PERSONNEL ITEMS****a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations**

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

Classified

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Kiekel, Preston Alan	OCC	Research Analyst, Senior	Resign	02/27/09
Sandoval, Carmen	GWC	Supervisor, Student Assessment	Resign	01/31/09

**b. Authorization for Leaves of Absence**

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

Administrative Leaves

The following requests for administrative leave, as specified, are consistent with board and District policy and procedures:

Revision to Previous Board action

Rothgeb, Helen, OCC, Director of Fiscal Services, change from 04/01/09–04/03/09 and 08/01/09–08/31/09 to 04/06/09–05/05/09 and 08/01/09–08/31/09.

**c. Authorization for Changes in Salary Schedules**

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

<u>Classification</u>	<u>Range</u>	<u>Changes</u>
<u>Classified</u>		
Military/Contract Education Technician III	E-48	Add to schedule effective 03/05/09

**3.05 ADDITIONAL PERSONNEL ITEMS**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

Agenda Item Content

Agenda Item Content

Agenda Item Content

**3.05.01 Authorization for Independent Contractors - Coastline Community College**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

UNDER \$10,000

Cabrera, Marcos to be a Study Abroad Chaperon, from April 2, 2009 to April 12, 2009, for the College's Showtime 2009 Study Abroad program, for a fee NTE \$100 from Distance Learning General funds.

Suzan Guzzetta & Co. to conduct two separate workshops for the Staff Training Master Plan Implementation (MPI) Project on Confidentiality and Ethics, and Workplace Diversity, March 27, 2009 and April 24, 2009, for a fee NTE \$5,000 to be paid by College General funds.

Robbin and Associates to conduct a Management Consultation Session for One-Stop staff for March 12, 2009, for a fee NTE \$3,300 to be paid from One-Stop funds.

**3.05.02 Authorization for Independent Contractors - Golden West College**

Meeting: 03/04/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

UNDER \$10,000

Hunt, Wesley to serve as an independent contractor to provide sound editing and processing for the GWC Theater Department March 5 through June 30, 2009. Cost NTE \$500 to be paid from department funds.

Camburn, Herbert to serve as an independent contractor to provide assorted design services for the GWC Theater Department March 5 through June 30, 2009. Cost NTE \$1250 to be paid from department funds.

Johnson, Jonathan to perform as part of African-American Heritage month, February 26, 2009, to be paid \$300 from Intercultural Program funds.

### 3.05.03 Authorization for Independent Contractors - Orange Coast College

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

Agenda Item: 3.05.03

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

#### UNDER \$10,000

Beachwood Construction to refurbish and repair playground equipment for the OCC Early Childhood Lab School during the period March 28-April 5, 2009, to be paid a fee up to \$10,000 from Site Improvement funds.

Grinder, Laura to serve as a Work-Based Learning Trainer for the Bay Region from March 5 through June 15, 2009, to be paid a fee of \$2,500 from Work-Based Learning Collaborative Grant funds.

Jones, Barry to entertain as a hypnotist in the OCC Quad on March 25, 2009, to be paid an amount NTE \$1,000 from ASOCC funds.

Levy, Ron to serve as pianist for the Orange Coast College Honors Night ceremony to be held May 13, 2009, in the Robert B. Moore Theatre to be paid \$350 from ASOCC Honors Night funds.

McDaniel, Sandy to present a workshop titled "Vaccines: Making an Educated Decision for Your Children" at the Early Childhood Lab School Parent Education Night on March 24, 2009. Cost NTE \$400 from Lab School ancillary funds.

Riedel, Kyle to serve as Visiting Artist for the Photography Department on March 23, 2009, to be paid \$200 from ASOCC Photo Gallery account funds.

For Board Approval: [Signature]

Approved by District Board of Trustees: [Signature]

3.05.04 Authorization for Independent Contractors - District

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

**\$10,000 AND OVER**

AM Associates (James L. McIlwain), OCC, to serve as an independent contractor, pursuant to the District's standard independent contractor agreement, for Construction Program Management for the District during the period of April 1, 2009 through April 30, 2009, for a rate of \$62.50 an hour, not to exceed \$10,000 to be paid from the General Obligation Bond Funds.

It is further recommended that the Board President, or designee be authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.



**3.06 FINANCIAL APPROVALS**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Information  
Public Access: Yes

Agenda Item Number

Additional Administrative Control

Created on 02/24/09 at 10:41 AM by Joe Rodriguez. Last Updated on 02/24/2009 by Joe Rodriguez.

## Agenda

ASPERGILLUS GIGAS



### Additional Adult Learning: Continue

On-line at: <http://www.ccsenet.org/journal/view/doi?id=52264> CCBY, Inc. Published 2014.

## Purchase Orders

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0315372	Best Contracting Services Inc GWC LRC Bid 1963 Category G-Glass & Glazing (GOB) Board Date: 01/21/09	GWC-GB	6254	2,548,000.00
P0315410	Landmark Site Contractors LRC Category J- Asphalt, Site Concrete & Paving Bid #1963 (GOB) Board Date: 01/21/09	GWC-GB	6120	780,000.00
P0315406	Oracle Corp Oracle software license agreement District wide. Bid #1896 Board Date: 09/21/05	DIS	5699	232,875.00
P0315343	Commvault Systems Inc Software license maintenance renewal	DIS	5638	43,815.00
P0315315	Data Triage Technologies LLC Computer Investigative Services for expert deposition & testimony. Board Date: 01/07/09	DIS	5899	40,000.00
P0315405	Starpointe Ventures IC to provide real estate development duties for District. Board Date 11/19/08	DIS	5899	36,000.00
P0315384	UCS Track & Field Equipment Track/Softball Field Equipment (GOB)	OCC-GB	6401	31,132.50
P0315401	Dell Higher Education OptiPlex 755 Small Form Factor	CCC	6412	24,234.25
P0315414	Xerox Corp CCCD truck load of white copier paper	SB	4310	23,869.12
P0315413	Study in the USA Inc Open PO for Advertising	OCC	5850	22,900.00
P0315365	Carroll Promotions Inc Open PO for annual service awards 2008/2009.	DIS	4312	19,000.00
P0315407	Oracle Corp SMA for Oracle software license. Bid #1896 Board Date: 09/21/05	DIS	5638	17,739.27
P0315456	South OC Comm College Dist Tech Prep Regional Coordination Project Board Date: 07/16/08	OCC	5899	15,000.00
P0315457	Rancho Santiago Comm College Dist Tech Prep Regional Coordination Project Board Date: 07/16/08	OCC	5899	15,000.00
P0315458	North Orange County CC Dist Tech Prep Regional Coordination Project Board Date: 07/16/08	OCC	5899	15,000.00
P0315467	Avatier Corp SMA for server software	OCC	5638	14,130.00
P0315344	Blackboard Inc	DIS	5638	13,178.08

## Purchase Orders

	SMA for Blackboard Vista & Luminis/Banner integration.			
P0315326	Oracle Corp Software license updates & support	DIS	5638	12,694.55
P0315314	Cambridge West Partnership LLC IC for CCCD Acting Assoc. Vice Chancellor of Ed Services	DIS	5112	12,600.00
P0315362	Computerland of Silicon Valley Software license for Process Technology Dept.	CCC	5699	11,843.89
P0315421	Wild Bill's Welding Repairs/Modifications-track pole vault pit cover	OCC	5657	11,000.00
P0315426	Allscape Open PO for landscaping.	OCC	6120	10,000.00
P0315455	Beachwood Construction Refurbish Childcare play yard	OCC	6120	10,000.00
P0315475	SVM, LP	OCC	7601	8,518.95
P0315470	Data Fusion Technologies Inc	OCC	5699	8,295.00
P0315382	Trend Offset Printing	OCC	4321	8,179.30
P0315415	Foundation/Calif Comm Colleges	OCC	4312	7,323.13
P0315411	Western Graphics Plus	OCC	5899	7,000.00
P0315428	Fujifilm Medical Systems USA Inc	OCC	5899	6,600.00
P0315494	Fisher Scientific	CCC	4312	6,347.63
P0315363	ImageSource Inc	CCC	5699	6,213.13
P0315501	LabTrader Scientific Equipment	CCC	6411	5,695.25
P0315493	Flinn Scientific Inc	CCC	4312	5,680.26
P0315450	Iron Mountain	OCC	5899	5,496.00
P0315431	Employment Matters Counseling & Consulting	DIS	5899	5,250.00
P0315521	Long Beach Marine Institute	OCC	5899	5,200.00
P0315364	Computerland of Silicon Valley	DIS	5638	5,159.07
P0315329	Monterey Peninsula College	CCC	5899	5,000.00
P0315408	GA Nicoll & Associates Inc	OCC	6127	5,000.00
P0315437	SIGMANet Inc	OCC	5638	4,916.00
P0315498	Infinity Designs	CCC	5851	4,848.75
P0315438	Nashco Enterprises Ltd	OCC	5638	4,498.50
P0315469	North OC Comm College District	OCC	6412	4,483.00
P0315486	North Orange County CC Dist	CCC	6412	4,483.00
P0315487	ATECH	GWC	6411	4,079.92
P0315348	Benner Metals Corp	OCC	4312	4,032.43
P0315409	Western Graphics Plus	OCC	4321	4,000.00
P0315522	Three Stars Portable Toilets	OCC	5696	4,000.00
P0315525	Enterprise Training Solutions	OCC	5897	3,950.00
P0315510	D & H Distributing/Educ Div	CCC	4312	3,841.20
P0315492	Bio-Rad Laboratories Inc	CCC	4312	3,724.59
P0315386	Sasco	OCC-GB	4315	3,600.00

Purchase Orders

P0315385	Sasco	OCC-GB	4315	3,514.00
P0315352	Lerman, Carol	OCC	5899	3,500.00
P0315499	Nebraska Scientific	CCC	4312	3,416.71
P0315419	Riddell/All American Sports	OCC	5657	3,357.83
P0315346	Accuvant	DIS	5638	3,313.72
P0315465	Workplace Resource	OCC	5899	3,258.35
P0315373	Academic Senate	OCC	5320	3,257.10
P0315502	Sargent-Welch	CCC	4312	3,038.98
P0315308	Super Warehouse	GWC	6412	3,032.07
P0315325	Troxell Communication Inc	CCC	4312	3,012.69
P0315327	Amcom Software	DIS	5899	3,000.00
P0315423	Graphic Edge	OCC	5899	3,000.00
P0315335	Office Depot	CCC	4312	2,880.04
P0315311	PGINET Consulting	DIS	5899	2,800.00
P0315418	AACC	OCC	5850	2,750.00
P0315461	SARS Software Products Inc	OCC	5638	2,700.00
P0315444	Dell Higher Education	OCC	4312	2,692.13
P0315381	VeriSign Inc	GWC	5699	2,672.20
P0315507	Wards Natural Science	CCC	6411	2,501.93
P0315479	Grinder, Laura	OCC	5899	2,500.00
P0315524	Universal Placement Program	OCC	5850	2,500.00
P0315371	Linden Lab	CCC	5899	2,470.00
P0315462	SPSS Inc	OCC	5699	2,463.92
P0315495	Fisher Scientific	GWC	4312	2,400.00
P0315309	Coast Label Co	GWC	4312	2,380.00
P0315476	Pride Sash	OCC	7601	2,256.20
P0315323	Sehi Computer Products Inc	CCC	4312	2,245.42
P0315477	Eureka Calif Career Info Sys	OCC	5699	2,149.61
P0315347	Fisher Scientific	OCC	4312	2,138.95
P0315434	Harland Technology Services	OCC	5638	2,130.00
P0315400	Office Depot	CCC	4312	2,048.99
P0315402	Dell Higher Education	OCC	4315	2,048.31
P0315370	Infinity Designs	CCC	4321	2,000.00
P0315397	Tacos & Co	GWC	4312	2,000.00
P0315380	Mission Printing	OCC	4312	1,939.50
P0315366	Pacific Blue Micro	OCC	5638	1,837.00
P0315460	Time Dated Services	DIS	4310	1,835.00
P0315379	Essel Technologies Services Inc	OCC-GB	6206	1,800.00
P0315420	Riddell/All American Sports	OCC	5657	1,749.00
P0315508	Carolina Biological Supply	CCC	4312	1,690.86
P0315514	Wards Natural Science	CCC	4312	1,679.50
P0315355	Follett Higher Education Group Inc #1094	OCC	4312	1,599.00
P0315459	Safeguard Business Systems	DIS	4312	1,510.78
P0315488	CI Solutions	CCC	4312	1,500.00

Purchase Orders

P0315445	Dell Higher Education	OCC	6412	1,473.86
P0315399	Dell Higher Education	OCC	4315	1,413.24
P0315392	CDWG	OCC	4315	1,365.93
P0315307	Bosch Diagnostics	GWC	4312	1,328.02
P0315369	4 Imprint	CCC	5850	1,306.28
P0315422	Western Graphics Plus	OCC	5899	1,293.00
P0315378	Collegesource Inc	OCC	5699	1,283.00
P0315358	Sterilite Corp	OCC	4312	1,267.54
P0315331	Pasco Scientific	CCC	4312	1,266.06
P0315468	LecShareInc	OCC	5699	1,225.00
P0315511	Carolina Biological Supply	CCC	4312	1,200.91
P0315454	Dell Higher Education	OCC	6412	1,200.86
P0315484	Finishmaster Inc	GWC	4312	1,193.00
P0315383	Coast Construction	OCC-GB	6120	1,179.00
P0315452	OCLC Inc	OCC	5110	1,167.00
P0315500	Flinn Scientific Inc	CCC	4312	1,135.48
P0315340	Harland Technology Services	CCC	5638	1,080.00
P0315491	Urban Land Mgmt Inc	CCC	5899	1,070.00
P0315424	Portacraft Inc	OCC	4312	1,034.40
P0315512	Wards Natural Science	CCC	4312	1,034.40
P0315447	Henry Schein Inc	OCC	4312	1,033.04
P0315360	ERC Wiping Products Inc	GWC	4312	1,002.08
P0315316	Taubenpost Inc	OCC	5899	1,000.00
P0315412	Hoover Printing & Lithography	OCC	4321	1,000.00
P0315489	Cal-Wal Gypsum Supply	CCC	4312	1,000.00
P0315490	Garden Grove Nursery	CCC	4312	1,000.00
P0315473	Valpar Int'l Corp	OCC	5699	975.00
P0315345	Xerox Corp	OCC	5638	971.10
P0315436	Ikon Office Solutions	OCC	5638	962.88
P0315350	New Horizons CLC of So Cal	OCC	5897	950.00
P0315312	USA Today	GWC	4312	945.00
P0315387	Digital Networks Group Inc	OCC	4677	921.67
P0315376	Western Graphics Plus	OCC	4312	883.55
P313648	Thermo Fisher Scientific (Asheville) LLC	OCC	5638	826.00
P0315404	Besam Entrance Solutions	OCC-GB	5899	820.00
P0315339	Flinn Scientific Inc	CCC	4312	811.27
P0315443	Dell Higher Education	OCC	4312	761.50
P0315517	Dell Higher Education	DIS	4315	732.60
P0315448	Pro Photo Connection	OCC	4312	728.12
P0315441	Dell Higher Education	OCC	4312	714.35
P0315506	Wards Natural Science	OCC	4312	700.25
P0315503	VWR International Inc	OCC	4312	695.56
P0315463	SPSS Inc	OCC	5699	685.58
P0315374	Harland Technology Services	OCC	5899	671.00

Purchase Orders

P0315354	Aircraft Spruce & Specialty Co	OCC	4312	659.52
P0315320	McKesson Medical Supplies	OCC	4312	657.63
P0315466	Workplace Resource	OCC	5899	656.26
P0315425	Artistic Flowers	OCC	4312	650.00
P0315389	Amer Council on Education	DIS	4312	618.19
P0315333	Aardvark Clay Supply	CCC	4312	604.00
P0315351	Irvine Public Schools Foundation	OCC	4321	600.00
P0315356	Follett Higher Education Group Inc #1094	OCC	4312	600.00
P0315485	Herff Jones - Diploma Division	CCC	4312	548.45
P0315440	Office Depot	OCC	4312	538.75
P0315393	Besam Entrance Solutions	CCC	5899	500.00
P0315313	Community College Press	DIS	4312	499.88
P0315396	Medcom/Trainex	GWC	4312	493.50
P0315390	Performance Envelope	OCC	4321	477.44
P0315337	Flinn Scientific Inc	CCC	4312	472.27
P0315394	MCM	GWC	4315	428.85
P0315317	Henry Schein Inc	OCC	4312	417.32
P0315368	Sehi Computer Products Inc	DIS	4315	400.10
P0315520	Baker Party Rentals	OCC	4312	379.50
P0315464	Sehi Computer Products Inc	OCC	5638	379.28
P0315361	Recording for Blind & Dyslexic	CCC	4312	379.19
P0315367	Sehi Computer Products Inc	DIS	4312	374.45
P0315449	Rio Grande	OCC	4312	373.43
P0315439	CDWG	OCC	4312	370.86
P0315321	Dell Higher Education	OCC	4315	347.56
P0315474	OCLC Inc	OCC	5110	343.86
P0315338	Flinn Scientific Inc	CCC	4312	321.67
P0315478	Vocational Biographies Inc	OCC	5699	316.00
P0315322	Dell Higher Education	OCC	4315	312.85
P0315342	Dell Higher Education	OCC	4312	312.37
P0315377	South OC Comm College Dist	DIS	4321	300.00
P0315504	Modern School Supplies Inc	GWC	4312	296.54
P0315526	Exacta Dental Products Inc	OCC	4312	266.06
P0315528	Cone Instruments	OCC	4312	252.14
P0315330	Irvine Public Schools Foundation	CCC	5850	250.00
P0315430	TechSmith Corp	OCC	5638	233.04
P0315435	Office Depot	OCC	4312	230.23
P0315513	Biopac Systems Inc	CCC	4312	225.50
P0315375	Solar Energy Int'l Inc	OCC	4285	223.95
P0315482	Office Depot	GWC	4312	219.39
P0315416	Chronicle Guidance Publications Inc	OCC	5306	217.00
P0315398	Sehi Computer Products Inc	GWC	4315	214.89
P0315480	Office Depot	CCC	4312	210.42
P0315516	Sehi Computer Products Inc	GWC	4315	209.89

Purchase Orders

P0315332	Turf Star Inc	CCC	4312	200.00
P0315509	Cal-Olympic Safety	GWC	4312	200.00
P0315353	Baudville Inc	OCC	4312	192.20
P0315433	MVAP Medical Supplies Inc	OCC	4312	191.40
P0315446	Dell Higher Education	OCC	4312	190.37
P0315472	College & Career Press	OCC	5306	190.00
P0315359	Amber Products	GWC	4312	184.25
P0315432	World Point	OCC	4312	179.60
P0315349	Corporate Pages	OCC	5899	174.90
P0315529	McKesson Medical Supplies	OCC	4312	166.88
P0315357	Hardy Diagnostics	OCC	4312	153.75
P0315451	A & A Jewelry Supply	OCC	4312	139.47
P0315483	Eva's Esthetics	GWC	4312	137.92
P0315523	Carolina Biological Supply	OCC	4312	135.14
P0315527	Columbia Dentoform Corp	OCC	4312	133.83
P0315496	Fisher Scientific	GWC	4312	120.00
P0315471	Chronicle Guidance Publications Inc	OCC	4285	117.70
P0315324	Dell Higher Education	OCC	4312	116.20
P0315336	Fisher Scientific	CCC	4312	116.13
P0315395	ATI/Assessment Technology Institute	GWC	4312	109.00
P0315442	Office Depot	OCC	4312	107.74
P0315391	Office Depot	GWC	4312	100.76
P0315310	Amer Council on Education	GWC	4285	98.90
P0315519	Kawashima Photography	DIS	4321	90.51
P0315429	CTI-Valueline	OCC	4312	89.78
P0315334	Higher Education Publications	CCC	4285	75.00
P0315497	Los Angeles Business Journal	CCC	5306	69.95
P0315318	TP Orthodontics	OCC	4312	66.81
P0315515	Office Depot	GWC	4315	63.66
P0315328	West Payment Center	DIS	4285	49.57
P0315341	Dell Higher Education	CCC	4315	47.39
P0315319	Columbia Dentoform Corp	OCC	4312	45.25
P0315481	Dell Higher Education	OCC	4315	37.55
P0315453	Smart Practice	OCC	4312	36.62
P0315388	Dell Higher Education	OCC	4315	30.70
P0315505	Westminster Journal	CCC	5306	30.00
P0315427	Barnes & Noble Inc	OCC	4312	19.38
	<b>Total</b>			<b><u>4,290,894.63</u></b>

Object Code Legend

3000-3999 Staff Benefits  
 4200-4299 Books, Replacement of  
 4300-4799 Supplies/Printing



**Purchase Orders**

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

**3.06.02 Ratification/Approval of Checks**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**



CheckApproval3-4-09.pdf

**Additional Administrative Comment**

Resolution 02-02-0000 and Resolution 02-02-0001, CODEB, etc. as update on 02-04-2009, by Resolution

NUMBER	NAME OF VENDOR	AMOUNT
0125554	OC Auditor-Controller Board Election - 11/4/08	388,870.18
0125996	ACSIG Dental / Edge Dental Claims & Admin Fees	233,132.69
0125793	Medco Health Solutions Inc Medical Prescription Claims	215,868.60
0125708	Coast Community College Dist. Medical Claims	175,088.86
0125263	Coast Community College Dist. Medical Claims	150,559.48
0125971	WestEd Statewide evaluation grant	113,459.43
0125588	Vicenti Lloyd & Stutzman District Wide Audit Fees	109,342.72
0125790	Coast Community College Dist. Medical Claims	106,213.25
0125993	Macerich Construction Inc OCC Child Care Classrooms	103,676.00
0125705	Sun Trust Leasing Corp Siemens Energy Conservation Project Sch. 01	93,595.02
0125598	Coast Community College Dist. Medical Claims	90,791.40
0125998	Coast Community College Dist. Medical Claims	86,030.64
0126001	Reliastar Life Insurance Co Life Insurance Premiums	82,599.91
0126002	Reliastar Life Insurance Co Reinsurance Premiums	80,936.32
0125529	Constellation New Energy Inc Electricity district wide	59,657.89
0125779	Tangram Office furniture for Garden Grove center	54,259.13
0125230	Cambridge West Partnership LLC Planning and implementation for OCC, GWC, CCC	51,350.00
0125858	Follett Higher Education Group Inc #1094 Books and Supplies for EOPS Students	45,747.46
0125613	CCCD Student Refunds Student Refunds	43,757.50
0126000	Reliastar Life Insurance Co Long Term Disability Premiums	41,077.72
0125533	Dell Higher Education Desktop computers for Business & Commerce	35,540.99
0125602	Vision Service Plan Premiums for VSP Claims	34,174.20
0125828	CCCD Student Refunds Student Refunds	31,663.50
0125622	Education Mgmt Solutions Inc Mobile Medical simulator for Nursing Program	26,400.00
0125851	Education Mgmt Solutions Inc	26,400.00

0125846	Mobile medical simulator for Health Profession Div	26,308.13
	Dell Higher Education	
	Dell computer servers for District info services	
0125709	Delta Health Systems	25,748.25
	Administrative Fees	
0125893	James Jackson Productions Inc	24,000.00
0125611	Burke, Williams & Sorensen, LLP	23,916.52
0125756	Intelcom	22,524.39
0125144	CCCD Student Refunds	21,727.50
0125206	United States Postal Service	20,000.00
0125666	The Gas Company	17,446.57
0125707	Blue Cross	16,485.75
0125518	Beach Paving Inc	16,400.00
0125762	OCC Ancillary#1000-247500-8070	15,000.00
0125229	B & P Services Inc	13,175.00
0125734	City of Huntington Beach	12,958.34
0125835	Commvault Systems Inc	12,852.24
0125919	OC Dept of Education	12,726.62
0125140	Bio-Rad Life Science Division	11,193.80
0125699	Air Pro Supply Inc	10,550.16
0125966	VeriSign Inc	10,499.00
0125991	B & P Services Inc	10,200.00
0125574	Southern Calif Edison Co	10,078.59
0125827	CCCD - SEOG	10,000.00
0125158	Exclusive Construction	9,990.00
0125703	Electro Systems Electric Inc	9,878.50
0125706	Tri-W Mfg Inc	9,728.13
0125609	Barboza & Associates	8,371.96
0125863	Goodwill Industries of OC	8,150.00
0125599	First Colony Life Insurance Co	7,966.74
0125644	OC Fire Protection	7,868.00
0125564	Pocket Nurse	7,555.48
0125561	Pasco Scientific	7,124.73
0125129	Apple Computer Inc	6,908.03
0125995	Quinn Power Systems	6,000.00
0125178	Newport-Mesa Unified Sch Dist	5,936.76
0125765	Ocean View School District	5,768.85
0125658	Southern Calif Edison Co	5,645.75
0125143	CCC Bookstore	5,578.49
0125700	Allsteel Inc	5,269.99
0125204	Union Bank of California	5,248.68
0125576	State Board of Equalization	5,190.00
0125541	I Paradigms Inc	5,115.95
0125767	Practice Mgmt Information Corp	5,013.02
0125597	CCCD Workers Comp Trust Fund	4,961.06
0125670	Union Bank of California	4,938.66
0125978	Serafin Zasqueta	4,900.00
0125215	Xerox Corp	4,872.46
0125572	Software Shelf Int'l Inc	4,784.00
0125704	Prizio Construction Inc	4,739.70
0125743	Dentsply Rinn	4,719.79

0125735	Coast Community College Dist.	4,545.00
0125567	Wendy Rakochy	4,500.00
0125777	Southern Calif Edison Co	4,402.70
0125133	AT&T	4,382.20
0125198	Southern Calif Edison Co	4,268.69
0125539	Honeywell Int'l Inc	4,261.08
0125549	Mesa Golf Carts	4,196.86
0125761	Mesa Consolidated Water Dist	4,063.75
0125890	Irvine Pipe & Supply	4,048.78
0125596	Care Resources Inc	3,968.00
0125630	Home Depot	3,932.70
0125592	World-Wide Fire Inc	3,844.01
0125580	Time Warner Cable	3,810.00
0125208	US Bank	3,718.55
0125620	Dell Higher Education	3,717.79
0125471	Vision Service Plan	3,707.40
0125967	Vital Link Orange County	3,652.03
0125866	Graybar Electric	3,586.71
0125953	Star Microwave Service Corp	3,373.44
0125760	Leonard Chaidez Tree Service	3,360.00
0125201	Systems Technology Associates Inc	3,202.96
0125540	Byron Howell	3,200.00
0125610	Blue Sky Outfitters	3,191.25
0125182	Office Depot	3,145.07
0125528	Community College League of Calif	3,100.00
0125506	ACT Inc	3,036.73
0125849	Dre Medical Supplies	3,035.00
0125661	Study in the USA Inc	2,925.00
0125623	Enco Manufacturing Co	2,908.55
0125965	UPS Protection	2,845.28
0125618	Cone Instruments	2,801.17
0125654	Sargent-Welch	2,793.06
0125736	Coast Construction	2,773.00
0125619	DataPipe Inc	2,750.00
0125817	Bosch Diagnostics	2,701.84
0125822	Calif Stage & Lighting	2,653.51
0125731	Chem Pro Laboratory Inc	2,648.00
0125645	Office Depot	2,632.63
0125199	Southern Counties Oil	2,593.37
0125853	Ewing Consulting Services	2,550.00
0125794	1elimited	2,520.00
0125680	Amy Wheeler	2,508.92
0125746	Education 4 Work	2,500.00
0125579	The Gas Company	2,489.42
0125990	Allsteel Inc	2,413.45
0125152	Dell Higher Education	2,367.68
0125749	Fisher Scientific	2,331.39
0125652	Rhino Electric Supply	2,187.33
0125638	Rachelle Lopez	2,173.00
0125634	Teresa James	2,165.00
0125464	Marcia Swanson	2,100.50

0125465	Thomas Swanson	2,100.50
0125673	Verizon Wireless	2,075.72
0125960	Time Warner Cable	2,050.00
0125648	Pocket Nurse	2,021.55
0125527	Cerritos Franchise Inc	2,000.00
0125929	Physician Sales & Service	1,995.84
0125605	Aquatic Eco-Systems Inc	1,965.62
0125621	Digital Networks Group Inc	1,955.22
0125830	CFE	1,870.50
0125970	Wards Natural Science	1,865.92
0125738	Computerized Assess & Placement Progs/CAPP A	1,865.34
0125800	AmericasPrinter.com	1,826.36
0125559	Other World Computing	1,825.00
0125683	Workplace Resource	1,816.54
0125146	CI Solutions	1,813.65
0125651	RealEyes Connect, LLC	1,799.00
0125550	Mobile Modular Management Corp	1,722.92
0125213	Waxie Sanitary Supply	1,679.32
0125715	AmericasPrinter.com	1,671.20
0125505	ACS Affiliated Computer Services	1,669.55
0125216	Yale Chase Materials Handling Inc	1,595.98
0125977	Xpedx Paper & Graphics	1,577.68
0125156	Enco Manufacturing Co	1,558.27
0125272	Sanford Decker	1,539.50
0125534	James Farrow	1,500.00
0125961	Times Community News %Los Angeles Times	1,500.00
0125974	Susan Wilcox	1,500.00
0125684	Xerox Corp	1,438.03
0125500	Ronald Yates	1,425.00
0125755	Insight Media	1,424.64
0125659	Southern Counties Lubricants LLC	1,423.75
0125179	Nystrom/Div of Herff Jones Inc	1,407.11
0125836	Computerland of Silicon Valley	1,346.88
0125628	Harland Technology Services	1,332.68
0125212	Walters Wholesale Electric Co	1,314.76
0125855	Fisher Scientific	1,269.74
0125555	OCB Reprographics	1,259.60
0125973	Western Graphics Plus	1,254.81
0125591	Waxie Sanitary Supply	1,254.60
0125271	Karen Decker	1,253.20
0125750	Follett Higher Education Group Inc #1094	1,250.08
0125678	Waxie Sanitary Supply	1,235.42
0125681	Susan Wilcox	1,200.00
0125209	Verizon California	1,155.45
0125522	Breg Inc	1,152.00
0125752	Henry Schein Inc	1,142.35
0125614	Chem Pro Laboratory Inc	1,140.00
0125558	One Stop Aviation Inc	1,100.00
0125829	CDWG	1,093.15
0125507	ACTT: Assn of Classroom Teacher Testers	1,072.11

0125662	T-Mobile	1,057.84
0125741	Declues, Burkett & Thompson, LLP	1,051.44
0125127	Allied Refrigeration Inc	1,033.73
0125563	Pharmedix	995.53
0125211	VWR International Inc	995.29
0125773	Rhino Electric Supply	986.24
0125942	Saddleback Materials Co Inc	974.49
0125833	City of Fountain Valley	970.79
0125646	Pasco Scientific	969.13
0125862	Gale Group	965.79
0125186	Pasco Scientific	959.28
0125721	Austin Hardwoods	930.54
0125917	Tylar Mueller	925.00
0125509	Allied Refrigeration Inc	899.52
0125376	Sandra Lutz	867.60
0125885	Image Printing Solutions	862.00
0125128	Amico Scientific Corp	848.06
0125657	Sigma-Aldrich Inc	840.99
0125161	Nancy Gardner	832.00
0125639	Constance Martin	829.37
0125557	OFSI	825.21
0125702	Corporate Business Interiors Inc	820.93
0125205	United Direct Marketing Inc	807.00
0125963	Unisource Worldwide Inc	788.80
0125763	OCC Food Services	782.86
0125603	Darian Aistrich	776.20
0125343	Sylvia Impert	771.20
0125386	Jane Megorden	771.20
0125478	Kathleen Waterman	771.20
0125479	Norman Waterman	771.20
0125999	Reliastar Life Insurance Co	770.75
0125582	United Direct Marketing Inc	770.00
0125586	Verizon Wireless	762.86
0125891	Island Color Inc	754.25
0125727	CCC Foundation	750.00
0125551	More Medical Group	745.00
0125888	Iron Mountain	743.17
0125135	AT&T	740.13
0125677	Wards Natural Science	736.39
0125964	United Direct Marketing Inc	731.00
0125138	Guadalupe Bendz	700.00
0125955	Millie Sweesy-Barger	700.00
0125900	Cheryl Jupiter	689.34
0125809	Linda Bagatourian	683.34
0125239	Stephen Axelrad	674.80
0125373	Sally Lund	674.80
0125442	Donald Rueter	674.80
0125782	Vivitar Security Systems Inc	666.00
0125962	Ana Tovar	661.08
0125545	Kelly Paper	642.49
0125612	Captain's Nautical Supplies Inc	633.09

0125175	Gena Merrigan	603.80
0125571	Shred Confidential Inc	602.44
0125867	Great Western Sanitary Supply	601.96
0125607	AT&T	598.10
0125941	Saddleback Golf Cars	597.97
0125130	Aqua-Clear Water Treatment Specialists Inc	595.00
0125141	Adrienne Burton	591.83
0125968	VWR International Inc	590.54
0125241	Jane Bennett	578.40
0125303	Thomas Folga	578.40
0125415	Jack Peconic	578.40
0125484	Lynn Whitmore	578.40
0125570	Shooters World/Evan's Gunsmith	575.00
0125150	Crystal Crane	564.75
0125795	Academic Superstore	551.19
0125532	Crestline Co Inc	544.94
0125173	Mariposa Women & Family Center	544.00
0125185	Padua Glass Enterprises Inc	542.00
0125664	Tapes and ...	533.28
0125940	Diane Ryan	530.05
0125578	The Gas Company	529.28
0125606	ASCD Publishing	528.36
0125920	OC Fire Protection	524.06
0125631	Hoover Printing & Lithography	522.59
0125139	Best Buy Inc	516.61
0125679	Western Graphics Plus	513.13
0125745	EBSCO Subscription	513.01
0125724	Carolina Biological Supply	512.59
0125748	Fiona Rhodes Photography	511.81
0125975	Lois Wilkerson	504.54
0125126	Kimberly Allen	503.72
0125671	United Parcel Service	500.00
0125728	CCCAOE	500.00
0125902	Mary Keegan	500.00
0125560	Pacific Typewriter/Commun Inc	492.62
0125994	Office Furniture Outlet	484.88
0125188	Pearson Dental Supply Inc	483.75
0125753	Home Depot	483.20
0125470	Thomas Timmons	482.00
0125951	Smith Pipe & Supply Inc	477.98
0125710	First Health	474.24
0125825	Carmen's Uniforms Inc	473.83
0125837	Nicholas Contopoulos	462.00
0125575	Spectrum Chemicals & Laboratory Products	459.08
0125581	Tint Pros	458.00
0125924	Pak West Paper and Packaging	455.35
0125933	Priority Mailing Systems LLC	451.85
0125530	Corporate Express	438.76
0125525	CDWG	437.86
0125932	Lorraine Prinsky	433.07
0125740	Davies Publishing	431.56



0125163	Haselrig Jr, Bernard R	431.18
0125195	Sehi Computer Products Inc	430.17
0125663	Tape Company	428.30
0125615	Chevron USA Inc	426.10
0125537	Martha Guevara	419.61
0125801	Anixter	418.07
0125878	Collette Hausey	417.96
0125772	Registrations for You	405.00
0125568	Sehi Computer Products Inc	401.04
0125730	Thomas Chambers	400.00
0125799	Anthony Altobelli	400.00
0125976	Xerox Corp	397.45
0125722	Baker & Taylor	395.73
0125585	Verizon Wireless	394.38
0125504	Accurate Termite & Pest Control	393.00
0125577	The Gas Company	390.78
0125950	Smardan Supply Co- Orange Coast	390.72
0125236	Joann Anthony	385.60
0125344	Hedy Ito	385.60
0125154	Digital Networks Group Inc	381.59
0125865	Graphic Edge	372.76
0125617	Coast Compressor Co	367.38
0125181	OCC Food Services	363.62
0125584	Verizon Wireless	353.75
0125886	Infinity Designs	350.19
0125512	Assn for Core Texts & Courses	350.00
0125712	Academic Impressions	350.00
0125946	Sehi Computer Products Inc	348.56
0125958	Thomson West	347.94
0125838	Corporate Express	336.74
0125627	GWC Admissions & Records	333.50
0125737	College Entrance Examination Board	325.00
0125747	Films Media Group	321.67
0125187	Jerry Patterson	319.51
0125819	Burgin, Katherine M	315.00
0125806	ATCO International.	313.75
0125711	A Daigger Co	310.74
0125726	Caston Office Solutions	305.31
0125674	Verizon Wireless	301.87
0125625	Fry's Electronics	301.68
0125556	Office Depot	301.47
0125562	Pearson Dental Supply Inc	301.02
0125640	Master Recording Supply Inc	300.28
0125831	Thomas Chambers	300.00
0125916	Motherland Music	299.55
0125675	VWR International Inc	294.88
0125766	Pitney Bowes	293.06
0125142	Caston Office Solutions	292.05
0125780	Travel Store Inc	291.40
0125907	Lake Forest Anatomicals	290.98
0125641	Micro Center	290.72

0125231	Patricia Adams	289.20
0125232	Jack Anderson	289.20
0125233	Robert Angus	289.20
0125234	David Anthony	289.20
0125235	Dean Anthony	289.20
0125237	Mary Americh	289.20
0125238	Juliet Atkins	289.20
0125240	James Baugh	289.20
0125242	Ronald Berggren	289.20
0125243	Phillip Bernard	289.20
0125244	Dean Bosse	289.20
0125245	Mary Bosse	289.20
0125246	Susan Brown	289.20
0125247	Kristina Bruning	289.20
0125248	John Buckley	289.20
0125249	Theresa Buckley	289.20
0125250	Richard Budna	289.20
0125251	Susan Budna	289.20
0125252	Dennis Butler	289.20
0125253	Geraldine Cahill-Pickart	289.20
0125254	Jay Callaway	289.20
0125255	Patricia Callaway	289.20
0125256	Elvin Campbell	289.20
0125257	Kenneth Carter	289.20
0125258	Minette Carter	289.20
0125259	Bruce Cary	289.20
0125260	Kevin Chard	289.20
0125261	Ellen Church	289.20
0125262	James Church	289.20
0125264	Lula Cobb	289.20
0125265	Susan Coleman	289.20
0125266	Phyllis Cool	289.20
0125267	Gordon Dahnke	289.20
0125268	Lois Dalla Riva	289.20
0125269	Roger Davis	289.20
0125270	Edward Decker	289.20
0125273	Dale Deffner	289.20
0125274	Carolyn Dennison	289.20
0125275	Bob Denton	289.20
0125276	Judith Devries	289.20
0125277	Barbara Dilworth	289.20
0125278	Sandra Dollente	289.20
0125279	Paul Donaldson	289.20
0125280	Sharon Donoff	289.20
0125281	Barrie Dorfman	289.20
0125282	Marilyn Dorfman	289.20
0125283	Suzanne Droney	289.20
0125284	Joan Duffy	289.20
0125285	Cynthia Dye	289.20
0125286	Stephen Dye	289.20
0125287	Judith Eastman	289.20

0125288	Stuart Eastman	289.20
0125289	Arlene Eckstein	289.20
0125290	Fred Eckstein	289.20
0125291	Andrew Edwards	289.20
0125292	Jean Edwards	289.20
0125293	Robert Egan	289.20
0125294	Jeannine Englehart	289.20
0125295	Wayne Englehart	289.20
0125296	Nancy English	289.20
0125297	Diane Ewing	289.20
0125298	Donna Falke	289.20
0125299	Robert Ferman	289.20
0125300	John Ferzacca	289.20
0125301	James Finnegan	289.20
0125302	Gordon Fitzel	289.20
0125304	Edward Fratantaro	289.20
0125305	Donald Friedman	289.20
0125306	Joel Fruehan	289.20
0125307	Charles Funsch	289.20
0125308	Sandra Funsch	289.20
0125309	Carol Garner	289.20
0125310	Lance Gilbertson	289.20
0125311	Nancy Gilbertson	289.20
0125312	Arne Gjertsen	289.20
0125313	Maureen Goldman	289.20
0125314	Michael Goldman	289.20
0125315	Morton Graham	289.20
0125316	Shaindell Graham	289.20
0125317	Carol Grams	289.20
0125318	David Gray	289.20
0125319	Patricia Griggs	289.20
0125320	Frances Grigsby	289.20
0125321	Donald Grow	289.20
0125322	Elizabeth Hadjis	289.20
0125323	John Hadjis	289.20
0125324	Karen Halverson	289.20
0125325	Marvyn Halverson	289.20
0125326	Kenneth Hamdorf	289.20
0125327	Marilynn Hamdorf	289.20
0125328	Kathleen Hancock	289.20
0125329	Robert Hancock	289.20
0125330	Claudine Hastings	289.20
0125331	James Hastings	289.20
0125332	Stephanie Hayward	289.20
0125333	Julie Hearlson	289.20
0125334	Lynn Hermstad	289.20
0125335	Tom Hermstad	289.20
0125336	Jane Hilgendorf	289.20
0125337	Truyen Ho	289.20
0125338	Lou Hobbs	289.20
0125339	Denise Hogate	289.20

0125340	Arthur Hokanson	289.20
0125341	Carol Holben	289.20
0125342	Beth Hooper	289.20
0125346	Donald Jefferson	289.20
0125347	Martha Jefferson	289.20
0125348	Francis Jessoe	289.20
0125349	David Johns	289.20
0125350	Robert Johnson	289.20
0125351	Angelina Jones	289.20
0125352	Babette Kelly	289.20
0125353	James Kelly	289.20
0125354	Joyce Kimball	289.20
0125355	Robert Kimball	289.20
0125356	Gloria Kinnevey	289.20
0125357	Donald Kocher	289.20
0125358	Judy Kocher	289.20
0125359	Ruth Kramer	289.20
0125360	Edward Lambing	289.20
0125361	Nancy Lambing	289.20
0125362	Margaret Langhans	289.20
0125364	Lawrence Le Brane	289.20
0125365	June Leloup	289.20
0125366	Ralph Lewis	289.20
0125367	Richard Linder	289.20
0125368	Susan Linder	289.20
0125369	Yvonne Little	289.20
0125370	James Long	289.20
0125371	Suzanne Long	289.20
0125372	Nettie Ann Loranger	289.20
0125374	Charles Lussy	289.20
0125375	Mary Lussy	289.20
0125377	Patricia Mac Kenzie	289.20
0125378	Lorna Mack	289.20
0125379	Neil Mackenzie	289.20
0125380	Dick Marsh	289.20
0125381	James Mazur	289.20
0125382	James Mazur	289.20
0125383	Sally Mazur	289.20
0125384	Maryann Mc Manus	289.20
0125385	Richard McCollom	289.20
0125387	Phillip Miller	289.20
0125388	Charles Mitchell	289.20
0125389	Francisco Montero	289.20
0125390	Isabel Montero	289.20
0125391	Elaine Mullen-Barrett	289.20
0125392	Rolland Murray	289.20
0125393	Sharon Murray	289.20
0125394	Julie Myers	289.20
0125395	Mary Nash	289.20
0125396	Charlanne Nee	289.20
0125397	Paul Nee	289.20

0125398	Barbara Newbern	289.20
0125399	Harold Newbern	289.20
0125400	Polly Norwood	289.20
0125401	Donna O'Neal	289.20
0125402	Michael Olds	289.20
0125403	Connie Olson	289.20
0125404	Judith Olson	289.20
0125405	Donald Onishi	289.20
0125406	Michael Ortell	289.20
0125407	Kenneth Ortiz	289.20
0125408	Harriet Ouellette	289.20
0125409	Alan Paladino	289.20
0125410	John Parker	289.20
0125411	Lucille Pascoe	289.20
0125412	Tony Pascoe	289.20
0125413	Willard Patterson	289.20
0125414	Jill Pearson	289.20
0125416	Beth Peer	289.20
0125417	William Peer	289.20
0125418	Gail Pickart	289.20
0125419	Terrance Pietenpol	289.20
0125420	Frances Power	289.20
0125421	Richard Power	289.20
0125422	Marino Presutti	289.20
0125423	Delmar Price	289.20
0125424	Loyann Price	289.20
0125425	Leslie Purdy	289.20
0125426	Johannes Rasmussen	289.20
0125427	Sharon Ratliffe	289.20
0125428	George Reese	289.20
0125429	Guenter Rehm	289.20
0125430	Paula Rice	289.20
0125431	Robert Ricewasser	289.20
0125432	Glenda Riddick	289.20
0125433	Philip Riddick	289.20
0125434	Edith Rietstra	289.20
0125435	Carl Roberson	289.20
0125436	Paul Robinson	289.20
0125437	Shirley Robinson	289.20
0125438	Joel Rosenfeld	289.20
0125439	Barbara Ross	289.20
0125440	Ronald Ross	289.20
0125441	Willard Roundy	289.20
0125443	Christine Russell	289.20
0125444	David Russell	289.20
0125445	Marcia Ryan	289.20
0125446	Susan Ryder	289.20
0125447	Dorothy Sampson	289.20
0125448	James Sampson	289.20
0125449	Robert Sands	289.20
0125450	Patricia Scarfone	289.20

0125451	John Schaefer	289.20
0125452	Karen Shanley	289.20
0125453	Michael Shanley	289.20
0125454	Katherine Simon	289.20
0125455	Richard Simon	289.20
0125456	Charles Smith	289.20
0125457	Douglas Smith	289.20
0125458	Sandra Smith	289.20
0125459	Mary Stenton	289.20
0125460	Carol Stevens	289.20
0125461	Mark Stevens	289.20
0125462	Sandra Sukhov	289.20
0125463	Vladimir Sukhov	289.20
0125466	H Taussig	289.20
0125467	Dagny Tennyson	289.20
0125468	Sally Thomas	289.20
0125469	Jane Threadgold	289.20
0125473	John Wadhams	289.20
0125474	Barry Wallace	289.20
0125475	Jolene Wallace	289.20
0125480	Judith Webb	289.20
0125481	Evelyn Weiss	289.20
0125482	Deven Werthman	289.20
0125483	Donna Westerman	289.20
0125485	Ilse Wilke	289.20
0125486	W.L.A. Wilke	289.20
0125487	Donna Williams	289.20
0125488	Lawrence Williams	289.20
0125489	Norma Willis	289.20
0125490	Darlene Windisch	289.20
0125491	Stanley Winter	289.20
0125492	Sharon Wolfe	289.20
0125493	Wayne Wolfe	289.20
0125494	Eimei Wong	289.20
0125495	Eugene Wood	289.20
0125496	William Workman	289.20
0125499	Betty Yang	289.20
0125501	Kathleen Yoder	289.20
0125502	Robert Yoder	289.20
0125600	Judith Neal	289.20
0125791	Guy Glassford	289.20
0125792	David Goshert	289.20
0125510	Amtech Elevator Services	287.50
0125513	ASTC Polymers Inc	285.19
0125193	Hale Savard	285.00
0125520	Besam Entrance Solutions	278.75
0125904	Konica Minolta Business Solutions USA Inc	277.65
0125608	Baker Rentals & Sales Inc	276.00
0125834	Coffee, Katherine L.	273.00
0125948	Sign-Mart	271.53
0125633	IBS of Calif Coast	270.94

0125177	Newport Exterminating	269.50
0125148	Coast Community College Dist.	261.00
0125717	AT&T	260.91
0125751	Hardy Diagnostics	260.30
0125764	OCC Petty Cash	260.18
0125536	Sean Glumace	258.55
0125590	VWR International Inc	255.59
0125124	Aircraft Spruce & Specialty Co	254.49
0125898	Johnstone Supply	253.66
0125744	Dermal Products Inc	252.39
0125875	Sarah Hassett	252.00
0125880	Eva-Maria Hock	252.00
0125176	MT Walker Co	250.00
0125526	Cerda, Marc	250.00
0125535	Gibbs, Donna	250.00
0125729	CDWG	249.24
0125956	Karen Thayer	244.28
0125914	Conrad Moreno	244.00
0125207	UPS Protection	240.00
0125911	Medical Processor Services	240.00
0125642	Nancy's Beauty Warehouse	239.87
0125889	Iron Mountain Records Mgmt	239.30
0125543	James Publishing Inc	231.19
0125778	Springdale Ace Hardware	229.57
0125521	Bio-Rad Life Science Division	227.01
0125713	ACCCA	225.00
0125583	Verizon Wireless	224.72
0125573	South Coast Bobcat Inc	224.52
0125864	Grainger	221.51
0125759	La Habra Area Chamber of Commerce	220.00
0125547	Maplesoft	218.25
0125210	Village Nurseries	218.19
0125949	Sims-Orange Welding Supply Inc	217.28
0125810	Baker & Taylor	212.58
0125860	Fry's Electronics	212.27
0125569	Diana Sharp	207.44
0125553	Nguyen, Kien	205.00
0125992	C2 Reprographics	200.31
0125183	On-Site LaserMedic	199.82
0125821	Butler, Jessica C	199.50
0125775	SkillPath	199.00
0125656	Patricia Scaplen	198.92
0125132	AT&T	195.14
0125345	Marji James	192.80
0125910	Masterworks Press	192.25
0125896	Jim's Music Center	191.63
0125649	Porth, James	191.53
0125601	Vision Service Plan	191.00
0125881	Home Depot	189.51
0125758	Isabelle Krasney	189.47
0125776	SkillPath	189.00

0125796	Acosta, Krystal R	189.00
0125804	Arevalo, Janelle A	189.00
0125850	Duarte, Leticia	189.00
0125871	Julie Gunn	189.00
0125894	Kathryn Jarvis	189.00
0125754	Hub Auto Supply	184.67
0125203	Toshiba Business Solutions	184.19
0125943	Patricia Scaplen	183.12
0125802	Apple Computer Inc	183.00
0125589	Village Nurseries	181.83
0125165	Home Depot	180.79
0125784	Smart & Final	179.27
0125912	Georgie Monahan	175.00
0125716	AT&T	174.33
0125544	JK Electronics	172.40
0125594	Xerox Corp	172.23
0125542	Iron Mountain	171.77
0125839	Crockett, Theresa	168.00
0125841	Cruz, Nancy	168.00
0125701	B & P Services Inc	166.85
0125938	Richard the Thread	164.24
0125685	Zep Manufacturing Co	163.47
0125125	Airgas West Inc	160.39
0125797	Airgas West Inc	158.05
0125876	Luz Hatch	157.50
0125200	Suburban Water Systems	151.11
0125531	Council of Chief Librarians	150.00
0125682	Women Helping Women	150.00
0125887	Insight Media	147.34
0125815	Bonifay, Rena j	147.00
0125503	Accent Florist	145.46
0125969	Walters Wholesale Electric Co	137.80
0125805	Assayed, Zaynah	136.50
0125915	Conrad Moreno	136.00
0125826	Carolina Biological Supply	132.13
0125937	Keven Rewers	130.36
0125957	The Shredders	130.00
0125167	Howard, Robert B	129.30
0125647	PeopleCube	128.70
0125516	AT&T	128.62
0125624	Eureka Bearing	127.15
0125798	Alfaro, Tammy	126.00
0125814	Boan, Jamie L	126.00
0125816	Boone, Stephanie A	126.00
0125844	Davis, Stephanie Y	126.00
0125845	De La Toree, Lizette	126.00
0125852	Estes, Patricia A	126.00
0125854	Executive Leadership	126.00
0125872	Sunita Gupta	126.00
0125903	Thuy Kieu	126.00
0125908	Mona Lambaz	126.00



0125918	Tatiana Nelson	126.00
0125923	Kathleen Ortiz	126.00
0125926	Corrine Pavon	126.00
0125928	Katherine Phan	126.00
0125959	Michael Thornton	125.00
0125742	Demco Inc	120.30
0125665	Karen Thayer	116.86
0125672	Shayla Vanwormer	115.96
0125168	Hub Auto Supply	115.44
0125517	Baker & Taylor	112.21
0125155	Eberhard Equipment	109.18
0125197	South Coast Air Quality Mgmt District	109.00
0125604	American Red Cross	105.00
0125869	Cendy Guadarrama	105.00
0125170	Brent Hyska	100.00
0125214	Women Helping Women	100.00
0125650	Raufman, Lisa	100.00
0125952	Smog & Gas of Costa Mesa	100.00
0125667	Thompson, Michelle D.	99.97
0125363	Sally Lansing	96.40
0125476	Larry Wasserman	96.40
0125477	Sharon Wasserman	96.40
0125497	Carol Yamashita	96.40
0125498	George Yamashita	96.40
0125785	Stater Brothers	95.27
0125131	Art Supply Warehouse	95.24
0125832	Cintas First Aid & Safety	94.92
0125812	Battery Systems	93.05
0125653	Loren Sachs	92.41
0125626	Grainger	91.79
0125164	Hitt Marking Devices Inc	90.83
0125151	Crown Ace Hardware	89.12
0125892	Teresa James	89.09
0125972	Western Exterminator Co	88.00
0125725	Carroll Promotions Inc	87.76
0125820	Burke Engineering	87.01
0125807	Austin Hardwoods	86.52
0125714	Accurate Termite & Pest Control	85.00
0125877	Christine Haughey	84.00
0125137	Baker Rentals & Sales Inc	83.00
0125180	Mary O'Connor	82.35
0125511	Art Supply Warehouse	81.73
0125997	CCCD Workers Comp Trust Fund	79.26
0125587	Verizon Wireless	75.30
0125169	David Hudson	75.00
0125184	Pamela Pacheco	75.00
0125190	Anita Renninger	75.00
0125217	Ann Yarchin	75.00
0125739	Creative Works Office	75.00
0125813	Rebekka Bernotat	75.00
0125939	Cheryl Rojas	75.00

0125768	Prince Enterprises Inc	73.76
0125803	Arents, Stefanie L	73.50
0125823	Calvert, Cathy L	73.50
0125873	Catherine Hammerton	73.50
0125882	Deborah Hopkins	73.50
0125931	Juli Presson	73.50
0125668	Toshiba Business Solutions	71.63
0125676	Jocelyn Wang	71.24
0125899	Rita Jones	70.00
0125524	Campus Career Counselor Llp	69.00
0125153	Demco Inc	66.00
0125157	Evergreen Environmental	65.00
0125718	AT&T	64.76
0125508	Aircraft Spruce & Specialty Co	64.54
0125930	Pocket Nurse	63.58
0125808	Avalos, Alexia P	63.00
0125811	Barber, Debbie Y	63.00
0125818	Breakfield, Margaret	63.00
0125824	Cardenalli, Kelly A	63.00
0125842	Cuadra, Christy M	63.00
0125843	D'Angelis, Sarah L	63.00
0125847	Dodd, Amy M	63.00
0125856	Helen Flores	63.00
0125857	Sylvia Flores	63.00
0125868	Amanda Griffin	63.00
0125870	Margaret Gump	63.00
0125895	Chrystal Jennings	63.00
0125897	Cherie Johnsen	63.00
0125905	Radhi Kumaratatne	63.00
0125906	Cherie Kunkle	63.00
0125913	Jessica Moore	63.00
0125921	Joann Olivares	63.00
0125922	Soraya Ortega	63.00
0125925	Gail Parisi	63.00
0125947	Sigma-Aldrich Inc	61.76
0125616	Cintas First Aid & Safety	60.14
0125945	Security Signal Devices	59.90
0125136	Baker & Taylor	59.87
0125166	Walter Howald	59.40
0125189	Prudential Overall Supply Co	56.05
0125769	Prudential Overall Supply Co	56.05
0125202	Thompson, Michelle D.	53.83
0125149	Community College League of Calif	50.50
0125196	Smog & Gas of Costa Mesa	50.00
0125732	Chronicle of Higher Education	49.97
0125637	Mai Le	49.24
0125514	AT&T	47.78
0125635	Johnstone Supply	47.69
0125565	Prudential Overall Supply Co	47.48
0125934	Prudential Overall Supply Co	47.48
0125927	Pep Boys	47.41

0125669	Martha Tran-Nguyen	47.16
0125909	Michelle Ma	47.00
0125145	CDWG	45.35
0125840	Crown Ace Hardware	45.32
0125147	Cintas First Aid & Safety	43.98
0125134	AT&T	43.93
0125191	Ricoh Business Systems Inc	43.10
0125519	Berry, Steven	42.18
0125538	GWC Petty Cash	41.86
0125954	Stater Brothers	40.18
0125723	Barnes & Noble Inc	38.78
0125859	Ford Electronics Inc	37.43
0125643	Mary O'Connor	35.20
0125781	Truc Par Co	34.38
0125171	Ken's Locksmithery	34.21
0125472	Vision Service Plan	33.30
0125660	Stater Brothers	32.60
0125629	Nancy Hill	31.90
0125733	Cintas	30.46
0125194	Security Signal Devices	29.95
0125944	Seal's Health Care	28.50
0125884	Hub Auto Supply	28.20
0125160	Fry's Electronics	27.72
0125901	JW Pepper & Son Inc	27.41
0125874	Hanks Electrical	26.94
0125879	Marcela Hernandez	26.91
0125523	Business Machines Consultants Inc	26.11
0125861	Jill Furlong	24.57
0125783	Wards Natural Science	22.28
0125770	Prudential Overall Supply Co	21.15
0125848	Donovan, Jayne A	21.00
0125883	Elisa Hromin	21.00
0125548	McMaster-Carr	17.84
0125655	Ny Sayasy	16.99
0125566	Prudential Overall Supply Co	16.04
0125935	Prudential Overall Supply Co	16.04
0125936	Prudential Overall Supply Co	15.68
0125771	Prudential Overall Supply Co	15.49
0125515	AT&T	15.38
0125719	AT&T	15.38
0125720	AT&T	15.35
0125172	Alan Knipe	15.00
0125552	Linda Newman	15.00
0125162	GWC Associated Students	12.50
0125774	Seal's Health Care	12.50
0125757	Thomas Juno	10.12
0125159	Federal Express Corp	10.08
0125174	Sean McGarvey	10.00
0125632	Marie Hulett	10.00
0125636	Jeffrey Jones	10.00
0125192	Mary Roda	8.66

0125546      Lab Safety Supply

2.47

Total

\$ 3,453,572.24

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

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

Agenda Item: Consent



CheckApprovalBond3-4-09.pdf

Additional Action Item: None

Created: 03/04/2009 11:05:11 AM by: CCCCDS User. Last Modified: 03/04/2009 11:05:11 AM by: CCCCDS User.

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0125223	Southland Industries	684,132.00	420316
	GWC Upgrade Utilities Campuswide		
0125986	TB Penick & Sons Inc	603,482.94	420356
	GWC Learning Resource Center		
0125985	TB Penick & Sons Inc	513,015.39	420356
	GWC Learning Resource Center		
0125989	Telacu Construction Managment	228,873.00	420222
	OCC Upgrade Womens Locker Rm ADA		
0125226	Telacu Construction Managment	169,344.52	420222
	OCC Upgrade Womens Locker Rm ADA		
0125983	Haworth Inc	146,153.45	420340
	GWC Health Science Expand Nursing Facility		
0125688	CW Driver	131,937.49	420207
	OCC Bldg CHS and Lab Sciences		
0125695	Sasco	126,547.00	420206
	OCC Upgrade Lewis Center Applied Science		
0125988	TB Penick & Sons Inc	67,053.66	420356
	GWC Learning Resource Center		
0125987	TB Penick & Sons Inc	57,001.71	420356
	GWC Learning Resource Center		
0125786	Keenan & Associates	37,840.00	420207
	OCC Bldg CHS and Lab Sciences		
0125595	A Plus Quality Construction Inc	36,934.11	420207
	OCC Bldg CHS and Lab Sciences		
0125224	Southland Industries	36,007.00	420316
	GWC Upgrade Utilities Campuswide		
0125984	T & Y Construction	34,358.11	420356
	GWC Learning Resource Center		
0125789	Sewup JPA	29,458.00	420207
	OCC Bldg CHS and Lab Sciences		
0125228	Vector Resources Inc	27,937.11	420356
	GWC Learning Resource Center		
0125225	Steinberg Architects	21,673.14	420356
0125227	TYR Inc	12,268.50	420356
0125222	So Cal Fire Protection Inc	11,655.00	420356
0125697	UCMI Inc	10,440.00	420299
0125981	Division of State Architect	10,396.46	420301
0125219	Global Geo-Engineering Inc	8,070.00	420356
0125221	MTGL	7,598.88	420356
0125692	Metalclad Insulation Corp	4,900.00	420316
0125218	C2 Reprographics	4,103.99	420207
0125687	Coast Construction	3,769.00	420207
0125690	Embee Technologies	2,612.16	420207
0125698	Workplace Resource	2,513.79	420206
0125980	C2 Reprographics	2,429.08	420356
0125691	Gafcon Inc	2,377.19	420318
0125982	Darren Doerschel	2,366.00	420348
0125694	ModSpace	2,262.78	420399
0125787	Keenan & Associates	1,619.06	420207

Check Approval Bond

0125696	Thyssenkrupp Elevator	1,530.00	420340
0125220	Innovative Energy Solutions	1,400.00	420101
0125788	Keenan & Associates	759.00	420207
0125979	Alexander's Mobility Services	484.88	420316
0125686	C2 Reprographics	334.18	420207
0125693	Mobile Mini Inc	281.90	420316
0125689	Egan	29.99	420206
<b>Total</b>		<b><u>\$ 3,045,950.47</u></b>	

**3.06.04 Authorization for Special Payments - Orange Coast College**

Meeting: 03/04/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

Payment of \$750 to the Joint Review Committee on Education-Cardiovascular Technology. This is the annual fee for 2009-2010 for the Cardiovascular Technology Program accreditation.

Additional Administrative Content

Agenda Item Content



**3.06.05 Authorization for Special Payments - District**

Meeting: 03/04/2009 Regular Meeting  
Category: 3. Consent Calendar  
Agenda Type: Action (Consent)  
Public Access: Yes

**Agenda Item Content**

Payment of \$3,129.87 to Steve Hogue, OCC Instructor, reimbursement for retraining leave expenses.

**Additional Administrative Content**

Created on 02/02/2009 at 10:57 AM by CCRBA/Steve Hogue. Last updated on 02/04/2009 by Steve Hogue.



**4.00 Action Items**

Meeting: 03/04/2009 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Action  
Public Access: Yes

Agenda Item Content

## **ACTION ITEMS**

(Green Pages)

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

Agenda Item Content

Source: 03/04/2009 Regular Meeting Agenda Item 4.00 Action Items

#### 4.01 Approval of Agreements - Coastline Community College

Meeting: 03/04/2009 Regular Meeting

Category: 4. Action Items

Agenda Type: Action

Public Access: Yes

### **a. Approve Amendment to the Agreement between Cengage Publishing and the Coast Community College District to Publish the Second Edition of the Student Guide for Physical Anthropology: The Evolving Human**

After review by the College President and District General Counsel, it is recommended by the Acting Chancellor that the Board approve an Amendment to the Agreement between Cengage Publishing and the Coast Community College District to publish the second edition of the Student Guide, presently titled Student Guide for Physical Anthropology: The Evolving Human for use with Introduction to Physical Anthropology.

It is further recommended that the Board President, or designee, be authorized to sign the Amendment to the Agreement and any related documents, indicating approval by the Board of Trustees. (Prior Board Approval: 7/20/05) (See Cengage Attachment #4)

**Fiscal Impact:** \$7,500 grant income

### **b. Approve Agreement between the County of Orange and the Coast Community College District to Provide Specialized Services to Recently-Separated Veterans at the Orange County One-Stop Centers**

After review by the College President and District General Counsel, it is recommended by the Acting Chancellor that the Board approve the Agreement between the County of Orange and the Coast Community College District January 1, 2009 through December 31, 2010, to provide specialized employment services and assistance to recently-separated Veterans in the Orange county area through the Orange County One-Stop Centers.

It is further recommended that the Board President, or designee, be authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Vets Agreement 16-2V-09 Attachment #5)

**Fiscal Impact:** The County of Orange will reimburse Coastline Community College \$261,000 for operation of this program.

### **c. Approve Amendment to Real Property Purchase and Sale Agreement and Joint Escrow Instructions between Monrovia, LLC and the Coast Community College District for the Purpose of a Higher Education Learning Center**

After review by the College President and District General Counsel, it is recommended by the Acting Chancellor that the Board approve the Amendment to Real Property Purchase and Sale Agreement

pertaining to the property located at 1505 to 1515 Monrovia Street, Newport Beach, California to amend the last sentence of Section 3.1 and to agree on February 12, 2009, as the opening date of escrow. The original Real Property Purchase and Sale Agreement was approved by the Board of Trustees on January 6, 2009.

It is further recommended that the Board President, or designee, be authorized to sign the Amendment and any related documents indicating approval by the Board of Trustees (See Monrovia Amendment Attachment #6)

**Fiscal Impact:** No additional cost resulting from amendment.

#### **d. Authorization to Appoint Architectural Firm for Coastline Community College Newport Beach Learning Center**

After review by the Vice President of Administrative Services, it is recommended by the College President/Acting Chancellor that the Board of Trustees authorize appointment of an architectural firm using the District's Standard Agreement as approved by the General Counsel for design work for the Newport Beach Learning Center.



Cengage Amendment.pdf Vets Agreement 16-2V-09.PDF Monrovia Amendment.pdf

Agenda Item Administrative Services

Meeting 03/04/09, 03/10/09, 03/17/09, 03/24/09, 03/31/09, 04/07/09, 04/14/09, 04/21/09, 04/28/09, 05/05/09, 05/12/09, 05/19/09, 05/26/09, 06/02/09, 06/09/09, 06/16/09, 06/23/09, 06/30/09, 07/07/09, 07/14/09, 07/21/09, 07/28/09, 08/04/09, 08/11/09, 08/18/09, 08/25/09, 09/01/09, 09/08/09, 09/15/09, 09/22/09, 09/29/09, 10/06/09, 10/13/09, 10/20/09, 10/27/09, 11/03/09, 11/10/09, 11/17/09, 11/24/09, 12/01/09, 12/08/09, 12/15/09, 12/22/09, 12/29/09, 01/05/10, 01/12/10, 01/19/10, 01/26/10, 02/02/10, 02/09/10, 02/16/10, 02/23/10, 02/27/10, 03/06/10, 03/13/10, 03/20/10, 03/27/10, 04/03/10, 04/10/10, 04/17/10, 04/24/10, 05/01/10, 05/08/10, 05/15/10, 05/22/10, 05/29/10, 06/05/10, 06/12/10, 06/19/10, 06/26/10, 07/03/10, 07/10/10, 07/17/10, 07/24/10, 07/31/10, 08/07/10, 08/14/10, 08/21/10, 08/28/10, 09/04/10, 09/11/10, 09/18/10, 09/25/10, 10/02/10, 10/09/10, 10/16/10, 10/23/10, 10/30/10, 11/06/10, 11/13/10, 11/20/10, 11/27/10, 12/04/10, 12/11/10, 12/18/10, 12/25/10, 01/01/11, 01/08/11, 01/15/11, 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#### 4.02 Approval of Agreements - Golden West College

Meeting: 03/04/2009 Regular Meeting

Category: 4. Action Items

Agenda Type: Action

Public Access: Yes

Agenda Item Number

### a. Approve Agreement Renewal with Streaming Media Hosting

After review by the College President and District General Counsel, it is recommended by the Acting Chancellor that the Board approve the agreement renewal with Streaming Media Hosting for online instructional materials, presentations, etc. to be posted online. It is recommended the Board authorize the Board President, or designee, to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Streaming Media Agreement Attachment #7)

**Fiscal Impact:** \$4,619.40; from General Funds.



Streaming Media Agreement.pdf

Additional Attachments: See Boxed

Document: 03/04/2009 Regular Meeting, District General Counsel, District General Counsel, District General Counsel, District General Counsel, District General Counsel

**4.03 Approval of Agreements - Orange Coast College (None)**

Meeting: 03/04/2009 Regular Meeting

Category: 4. Action Items

Agenda Type: Action

Public Access: Yes

Agenda Item Content:

None

Agenda Item Content:

Created on 02/27/2009 11:57 AM by Lorraine V. Miller. Last updated on 02/27/2009 11:57 AM by Lorraine V. Miller.

#### 4.04 Approval of Agreements - District

Meeting: 03/04/2009 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Action  
Public Access: Yes

##### **a. Approve Agreement with ACIS Travel Contractor for a Spring 2009 Short-term Study Abroad Program in London, England**

After review by the Dean of Instruction, it is recommended by the Acting Chancellor that the Board approve a standard travel contractor agreement to conduct a spring in London, England Study Abroad Program during spring 2009. All logistical arrangements will be handled by ACIS Travel Contractor. The ACIS Travel contractor will provide all required insurance and students will be covered under individual policies for the duration of the trip.

Linda Carpenter, Coastline College, will serve as faculty. Authorization to conduct the spring in London, England Study Abroad Program was given on December 12, 2007. It is further recommended that the Board President, or designee, be authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #9)

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



**4.05 Buildings and Grounds**

Meeting: 03/04/2009 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Action  
Public Access: Yes

- a. **Authorization to File Notice of Completion**
- b. **Approve Change Order No. 1; Orange Coast College ABC Building Site Preparation; Bid No. 1961**
- c. **Bid Tabulations and Award of Contract; Orange Coast College Softball Field; Bid No. 1964**
- d. **Approve Energy Project with Southland Industries; Golden West College Energy Upgrade**
- e. **Approve Independent Contractor Agreement with LPA Architecture; Golden West College Criminal Justice; Final Project Proposal**
- f. **Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College Building/Facilities Program Implementation**



BuildingsAndGrounds0304.pdf

**a. Authorization to File Notice of Completion**

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

OCC ABC Building Site Preparation; Bid No. 1961

Contractor: U.S. Demolition  
Category A – Demolition

Doja, Inc.  
Category C – Earthwork/Grading

**b. Approve Change Order No. 1; Orange Coast College ABC Building Site Preparation; Bid No. 1961**

After review by the Vice President of Administrative Services, Director of Facilities and Planning and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Change Order No. 1 to Orange Coast College ABC Building Site Preparation; Bid No. 1961 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents. (See Attachment #2)

These changes are necessary for the following reasons:

**Doja, Inc. – Category C – Earthwork/Grading**

- |    |                                |             |
|----|--------------------------------|-------------|
| 1. | Closeout Credit for Allowances | <\$100,800> |
| 2. | Credit for Work Not Performed  | <\$484,289> |

Contract Amount: \$595,000 (C.O. 1: 98.3% Decrease)  
Total Change Orders: <\$585,089> (98.3% Decrease)

**Fiscal Impact:** <\$585,089> (Measure C – General Obligation Bond Fund)  
Master Plan Approved Project  
OCC Science Facilities  
OCC New Consumer Health & Lab Science Building (ABC)

**c. Bid Tabulations and Award of Contract: Orange Coast College Softball Field; Bid No. 1964**

Notices were published on December 30, 2008 and January 6, 2009 in the newspaper as well as in four trade journals requesting bids. One hundred fifty-two bid packages were delivered or picked up by prospective bidders. Fifty-nine bids were received for eight trade categories under this multiple prime project.

The bids were opened on February 19, 2009 for the Orange Coast College Softball Field; Bid No. 1964.

After careful review by the Coast Community College District Risk Services Manager and Director of Facilities and Planning, it is recommended that a contract be awarded to the lowest qualified base bid in Categories A, B, C, and E as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents. Trade Categories D, F, G and H are still under due diligence review and will be recommended for award at the Board of Trustees' meeting on April 1, 2009.

	<u>Base</u>	<u>Bid</u>
<u>Category A – Demolition/Earthwork/Grading</u>		
1. <b>GCI Construction Inc.</b> <b>245 Fischer Avenue, #B3, Costa Mesa, CA 92626</b>		<b>\$ 131,469</b>
2. Tucker Engineering, Irvine, CA 92612		\$ 169,000
3. Earth Construction & Mining, Garden Grove, CA 92841		\$ 187,500
4. Crew Inc., Rancho Dominguez, CA 90221		\$ 194,000
5. Reed Thomas Co. Inc., Santa Ana, CA 92701		\$ 237,250
6. Mountain Movers Engineering Contractors, San Marcos, CA 92069		\$ 237,900
7. Southern California Grading Inc., Irvine, CA 92606		\$ 317,000
8. ERRG, Martinez, CA 94553		\$ 347,009
<u>Category B – Site Utilities</u>		
1. <b>ERRG</b> <b>4585 Pacheco Blvd., Martinez, CA 94553</b>		<b>\$ 174,839</b>
2. TTS Engineering, Huntington Beach, CA 92649		\$ 180,000
3. GCI Construction Inc., Costa Mesa, CA 92626		\$ 209,595
4. Ball Construction Co., South El Monte, CA 91733		\$ 213,153
5. Interpipe Contracting Inc., Alpine, CA 91903		\$ 239,780
6. Atlas Allied Inc., Anaheim, CA 92806		\$ 244,490
7. American Plumbing Co. Inc., Seal Beach, CA 90740		\$ 249,000
8. Kana Pipeline Inc., Placentia, CA 92870		\$ 255,000
9. Kincaid Ind. Inc., Thousand Palms, CA 92276		\$ 259,800
10. Emphyrean Plumbing Inc., Riverside, CA 92504		\$ 266,485
11. Mark Company, Orange, CA 92865		\$ 272,800
12. HPL Mechanical Contractor Inc., Santa Ana, CA 92701		\$ 294,937
<u>Category C – Concrete/Masonry</u>		
1. <b>MJ Contractors Inc.</b> <b>9 Orchard Rd., Suite 106, Lake Forest, CA 92630</b>		<b>\$ 290,000</b>
2. USS Cal Builders, Inc., Stanton, CA 90680		\$ 292,800
3. Prizio Construction Inc., Costa Mesa, CA 92626		\$ 492,670
<u>Category E – Carpentry/Steel</u>		
1. <b>MJ Contractors Inc.</b>		<b>\$ 190,000</b>

**9 Orchard Rd. , Suite 106, Lake Forest, CA 92630**

- |   |            |
|---|------------|
| 2. McCasland, Inc., Irwindale, CA 91700     | \$ 260,000 |
| 3. USS Cal Builders Inc., Stanton, CA 90680 | \$ 268,000 |
| 4. Norse Corp., Costa Mesa, CA 92626        | \$ 375,000 |

**Fiscal Impact:** \$786,308      (Measure C -- General Obligation Bond Fund)  
 Master Plan Approved Project  
 OCC Upgrade Health/Wellness Facilities  
 OCC Softball Field

**d. Approve Energy Project with Southland Industries; Golden West College Energy Upgrade**

A Notice of Public Hearing was posted on January 30, 2009 at the District site. Coast Community College District has determined that it is in the best interest of the District to enter into an energy services project, pursuant to the provision of the California Government Code Section 4127.12. The energy service project will include retrofitting air handler units, installing variable frequency drive, installing DDC controls, and connecting existing chilled and hot water units to the new central plant distribution system located at 15744 Goldenwest Street, Huntington Beach, California.

After review by the Golden West College Vice President of Administrative Services, Director of Facilities and Planning and the Vice Chancellor of Administrative Services, it is recommended that a project be awarded to Southland Industries as a qualified energy services company and issue purchase order to perform the following scope of work. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Agreement and any related documents. (See Attachment #3)

Scope of work as follows:

1. Retrofit Fine Arts air handler, add 8 VAVs and associated piping
2. Install new chilled and hot water valves from central plant loop to new air handler.
3. Connect new system to Central Plant system and add system and graphics to central plant scheduler.

**Fiscal Impact:** Not to Exceed \$258,024 (State Scheduled Maintenance Program for 2007-08)

**e. Approve Independent Contractor Agreement with LPA Architecture; Golden West College Criminal Justice; Final Project Proposal**

After review by the Golden West College Vice President of Administrative Services, Director of Facilities & Planning and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ LPA Architecture for architectural services for the Golden West College Criminal Justice Final Project Proposal.

The scope of services is to include the following tasks:

- |    |                        |           |
|----|------------------------|-----------|
| 1. | Final Project Proposal | \$ 55,370 |
| 2. | Reimbursable Expenses  | \$ 5,000  |

The Golden West College Criminal Justice project will be funded with both State Capital Outlay and District funds. The State Chancellor's Office accepted the Initial Project Proposal (IPP) in January 2009 with a deadline of June 2009 to have the completed Final Project Proposal (FPP) submitted to the State. The College Facilities Selection Committee reviewed the Requests for Proposal and interviewed firms for this project and has selected LPA Architecture because of their extensive experience in designing classrooms and laboratories. If the Criminal Justice FPP is accepted by the State, the project would be funded in the 2011/2012 budget year.

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

**Fiscal Impact:** \$60,370 (State Capital Outlay Funding)  
Master Plan Approved Project  
GWC Criminal Justice

**f. Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College Building/Facilities Program Implementation**

After review by the Vice Presidents of Administrative Services for Orange Coast College, Golden West College and Coastline College, Director of Facilities and Planning and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Cambridge West Partnership, LLC for planning and implementation services for Orange Coast College, Golden West College and Coastline College.

The District has requested services to support the planning/implementation effort focused on not only the dynamics of construction/rehabilitation of on-campus buildings but also assistance with financial assistance/augmentation from the State Chancellor's Office. The services would include generation, filing and qualifying planning documents for all three campuses for Scheduled Maintenance projects, Hazardous Substance projects, updating yearly the Space Inventory and 5-Year Capital Outlay Plan.

The scope of service is to include the following tasks:

- |                               |                           |                   |     |          |
|-------------------------------|---------------------------|-------------------|-----|----------|
| 1. Five (5) project proposals |                           |                   |     |          |
| a.                            | Criminal Science Building | New Construction  | FPP | \$60,000 |
| b.                            | Language Arts Building    | New Construction  | IPP | \$12,000 |
| c.                            | Chemistry Building        | Renovation/Expand | FPP | \$18,000 |
| d.                            | Maritime Academy          | New Construction  | IPP | \$ 3,000 |

It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the agreement and any related documents.

**Fiscal Impact:** Not to Exceed \$93,000 (District Funds)

#### 4.06 General Items of Business - Orange Coast College

Meeting: 03/04/2009 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Information  
Public Access: Yes

### a. Orange Coast College Vision Statement and Mission Statement

As required by the Accrediting Commission for Junior and Community Colleges, the Orange Coast College Vision Statement and Mission Statement is listed below. After review by the College President, it is recommended by the Acting Chancellor that the Board approve the Orange Coast College Vision Statement and Mission Statement.

#### College Vision Statement

Orange Coast College will be the standard of excellence in transforming lives through education.

#### College Mission Statement

Orange Coast College is committed to student learning and personal improvement. We provide associate degrees, transfer preparation, certificates in career and technical education, as well as instruction in basic skills and English as a Second Language. The college serves the economic and workforce development needs of the local community and develops globally aware citizens.

#### 4.07 Resolutions

Meeting: 03/04/2009 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Action  
Public Access: Yes

### **a. Coast Community College District Board of Trustees Resolution #09-13 Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meeting**

WHEREAS, California Education Code Section 72425 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 is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board"; and

WHEREAS, on February 26, 2009 the Board of Trustees of the Coast Community College District held a Special Board meeting; and

WHEREAS, Trustee Mary L. Hornbuckle was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Hornbuckle's absence was due to hardship;

THEREFORE, BE IT RESOLVED, that Trustee Mary L. Hornbuckle shall be paid at the regular rate of compensation for the Board meeting on February 26, 2009.

### **b. Coast Community College District Board of Trustees Resolution #09-14 Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meeting**

WHEREAS, California Education Code Section 72425 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 is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board"; and

WHEREAS, on February 26, 2009 the Board of Trustees of the Coast Community College District held a Special Board meeting; and

WHEREAS, Trustee Jim Moreno was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Moreno's absence was due to hardship;

THEREFORE, BE IT RESOLVED, that Trustee Jim Moreno shall be paid at the regular rate of compensation for the Board meeting on February 26, 2009.

**c. Coast Community College District Board of Trustees Resolution  
#09-16 Adoption of Resolution to Increase Income and Expenditure  
Budget for 2008-2009**

On October 1, 2008, the Coast Community College District Board of Trustees approved the 2008-2009 budget. Some programs were not known about at the time of adoption of the district budget. As of December, district administration is projecting to have a program budget increase of \$1,045,438 during 2008-2009. As this was not included in the 2008-2009 Adopted Budget, it is necessary to adopt a resolution to increase income and expenditure for 2008-2009.

After review by the Vice Chancellor, Administrative Services, it is recommended by the Acting Chancellor that the following resolution be adopted:

**RESOLUTION TO INCREASE INCOME AND EXPENDITURE BUDGET FOR  
2008-2009**

**WHEREAS**, the governing Board of the Coast Community College District has determined that income in the amount of \$1,045,438 will be received during 2008-2009 for various programs.

**NOW, THEREFORE, BE IT RESOLVED**, that pursuant to Section 58308 of Title 5 of California, revenues and expenditures will be increased according to the following schedule:

**General Fund**

8100	Federal Revenue	10,381 - (1)	1000	Certificated Salaries	49,992 +
8600	State Revenue	1,014,045 + (2)	2000	Classified Salaries	15,040 +
8800	Local Revenue	41,774 + (3)	3000	Employee Benefits	64,524 +
			4000	Supplies	78,525 +
			5000	Services	328,574 +
			6000	Capital Outlay	365,803 +
			7000	Other Outgo	142,980 +
Total Revenue			1,045,438 +	Total Expenses	1,045,438 +
(1) Decrease WIA Dislocated Worker Budget per award					260,000 -
Increase TANF budget per award					18,637 +
Increase WIA Gov Discretionary budget per award					260,000 +
Decrease WIA Navigator Disability budget per award					2,700 -
Decrease EL Civics budget per award					10,602 -
Decrease ESL 231 budget per award					15,716 -
(2) Establish budget for Youth At Risk Boating grant					40,000 +
Increase EOPS budget per state allocation					154,229 +
Increase EOPS CARE budget per state allocation					27,332 +
Increase Cal-WORKS budget per state allocation					92,654 +



Increase BFAP budget per state allocation	153,283 +
Increase Disabled Students Programs & Svcs per state alloc	163,154 +
Increase Fairview budget per state allocation	44,241 +
Increase Matriculation budget per state allocation	78,475 +
Decrease Non-Credit Matriculation budget per state alloc	13,405 -
Establish budget for Articulation grant	3,000 +

Establish budget for One-Time Instruc Equip grant	291,460 +
Increase ADN RN budget per award	28,500 +
Increase Middle College HS budget per award	122 +
Decrease On the Job Training budget per award	49,000 -

(3) Establish budget for district grant indirect costs	41,774 -
--	----------

**d. Coast Community College District Board of Trustees  
Resolution #09-17 Adoption of Resolution of October 2008  
through December 2008 Budget Transfers**

**WHEREAS**, the California Code of Regulations (Title V) Section 58307, requires the Board of Trustees to approve, by a majority vote, all transfers of funds between expenditure classifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the following budget transfers be made.

Note: There are a total of 767 transfers for October 2008 through December 2008, 425 of which are restricted.

5000	Services	636,971	1000	Certificated Salaries	287,656
7000	Other Outgo	839,434	2000	Classified Salaries	636,079
			3000	Employee Benefits	134,160
			4000	Supplies	281,150
			6000	Capital Outlay	137,360
	Total Revenue	1,476,405		Total Expenses	1,476,405
2000	Classified Salaries	3,488	4000	Supplies	3,488
	Total Revenue	3,488		Total Expenses	3,488
5000	Services	406,973	4000	Supplies	98,637
			6000	Capital Outlay	308,336

Total Revenue		406,973	Total Expenses		406,973
6000	Capital Outlay	50,000	4000	Supplies	27,000
			5000	Services	23,000
Total Revenue		50,000	Total Expenses		50,000

e. (Note: the following Resolution was provided by the external agency)

### Coast Community College District Board of Trustees Resolution #09- 15

#### **RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2009-2010; THE ISSUANCE AND SALE OF A 2009-2010 TAX AND REVENUE ANTICIPATION NOTE THEREFORE AND PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA TAX AND REVENUE ANTICIPATION NOTES PROGRAM**

**WHEREAS**, local agencies are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

**WHEREAS**, the Board of Trustees (the "Legislative Body") of the community college district specified in Section 23 hereof (the "District") has determined that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund of the District attributable to its fiscal year ending June 30, 2010 ("Repayment Fiscal Year");

**WHEREAS**, the District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note (defined herein), in one or more series, on either a tax-exempt or taxable basis, as hereinafter defined;

**WHEREAS**, because the District does not have fiscal accountability status pursuant to Section 85266 of the Education Code of the State of California, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

**WHEREAS**, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

**WHEREAS**, it appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated

amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Note and the interest thereon;

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

**WHEREAS**, pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the Community College League of California Tax and Revenue Anticipation Note Program (the "Program"), whereby participating local agencies (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes;

**WHEREAS**, the District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

**WHEREAS**, RBC Capital Markets Corporation, as underwriter or placement agent, appointed in Section 21 hereof (the "Underwriter"), will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations", the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series by the principal amounts of the notes assigned to the Pool, (ii) whether interest on the Series of Note Participations is a fixed rate of interest or a variable rate of interest swapped to a fixed rate, (iii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iv) other factors, all of which the District hereby authorizes the Underwriter to determine;

**WHEREAS**, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") among such Issuers, the District, the California Community College Financing Authority (the "Authority") and Wells Fargo Bank, National Association, as trustee (the "Trustee");

**WHEREAS**, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the District to be material.

**WHEREAS**, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

**WHEREAS**, the District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in the Note and the Notes issued by other Issuers in such Series;

**WHEREAS**, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

**WHEREAS**, in the event that a Credit Instrument is unavailable, the District has determined that it is desirable to authorize a portion of the premium or proceeds received from the sale of the Note to be deposited, along with the moneys received from the sale of Notes of other Issuers, into a reserve account to be held by the Trustee pursuant to the Trust Agreement and for the benefit of Owners of the Note Participations;

**WHEREAS**, the net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

**WHEREAS**, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any, and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

**WHEREAS**, pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement);

**WHEREAS**, pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale or private placement through negotiation with the Underwriter pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the "Purchase Agreement");

**WHEREAS**, the District has determined that, in order to reduce interest costs, it may be desirable to enter into one or more interest rate swaps; and

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

**NOW, THEREFORE**, this Legislative Body hereby finds, determines, declares and resolves as follows:

**Section 1. Recitals.** This Legislative Body hereby finds and determines that all the above recitals are true and correct.

**Section 2. Authorization of Issuance.** This Legislative Body hereby determines to borrow solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year, by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2009 Tax and Revenue Anticipation Note," with an appropriate series designation if more than one note is issued (collectively, the "Note"), to be issued in the form of a fully registered note or notes in the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the "Maturity Date"), and to bear interest, payable on its Maturity Date (and if the Maturity Date is more than 12 months from the date of issuance, payable on the interim interest payment date set forth in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum as determined in the Pricing Confirmation and indicated on the face of the Note (the "Note Rate"). If the Note as evidenced and represented by the

Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California.

The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a "Taxable Note"). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one series, pursuant to the terms stated in this Section 2 and this Resolution. The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

**Section 3. Form of Note.** The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

**Section 4. Sale of Note; Delegation.** The Note as evidenced and represented by the Note Participations shall be sold to the Underwriter or other purchaser pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as an exhibit thereto (the "Pricing Confirmation"), presented to this meeting is hereby approved. The authorized representatives set forth in Section 23 hereof, or a designated deputy thereof (the "Authorized Representatives"), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and

delivery thereof; *provided, however*, that the Note Rate shall not exceed 12% per annum, and that the District's *pro rata* share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

**Section 5. Program Approval.** The Note shall be combined with notes of other Issuers into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form. The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement. The Authorized Representatives are hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement, as defined in Article 11 of the Trust Agreement, shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), is hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider, if any. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the

form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

**Section 6. No Joint Obligation; Owners' Rights.** The Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. Except as provided in Section 7(C) herein, the obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

**Section 7. Disposition of Proceeds of Note.**

(A) The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement.

(B) The moneys received from the sale of the Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust

Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note. The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

(C) The District hereby authorizes a portion of the premium or proceeds received from the sale of the Note (net of the District's share of the costs of issuance) to be deposited, together with moneys received from the sale of Notes of other Issuers, into a reserve fund (the "Reserve Fund"), which is hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the benefit of Owners of the Note Participations.

**Section 8. Source of Payment.** The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received or held by the District for the general fund of the District and are attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received or held by the District for the general fund of the District and are attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund of the District attributable to the Repayment Fiscal Year and which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received or held by the District and are attributable to the Repayment Fiscal Year.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District's general fund to be designated the "2009 Tax and Revenue Anticipation Note Payment Account" (the "Payment Account") and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, if the District elects to have Note proceeds invested in Permitted Investments to be held by the Trustee pursuant to the Pricing Confirmation, a subaccount of the Payment Account (the "Payment Subaccount") shall be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. The Trustee need not create a subaccount, but may keep a record to account separately for proceeds of the Note so held and invested by the Trustee which record shall constitute the District's Proceeds Subaccount. Transfers from the Payment Subaccount shall be made in accordance with the Trust Agreement. The District agrees to transfer to and deposit in the Payment Account the first amounts received in the months specified in the Pricing Confirmation as Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Repayment Fiscal Year) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District's other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such



Authorized Representative; provided, however, that the maximum number of Repayment Months shall be six and the maximum amount of Pledged Revenues required to be deposited in each Repayment Month shall not exceed fifty percent (50%) of the aggregate principal and interest due on the Note. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account and the Payment Subaccount shall be applied only for the purposes for which such Accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the "District Certificate"), exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District

(and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Stradling Yocca Carlson & Rauth, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

**Section 9. Execution of Note; Registration and Transfer.** Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the Legislative Body of the District or any duly appointed assistant thereto shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any. As long as the Note remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid. The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the

registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

#### **Section 10. Representations and Covenants of the District.**

The District makes the following representations for the benefit of the holder of the note, the owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to issue and deliver the Note.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee, the Credit Provider, if any, the Underwriter, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund of the

District attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note.

(G) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Underwriter, the Authority, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(J) Upon issuance of the Note and execution of the Purchase Contract, this Resolution, the Purchase Contract and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against local agencies, as applicable, in the State of California.

(K) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(L) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(M) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District's Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(N) So long as any Note Participations issued in connection with the Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(O) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2009-2010 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

**Section 11. Tax Covenants.** (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed"

as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Stradling Yocca Carlson & Rauth, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2009-2010 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the "2009-2010 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

## **Section 12. Events of Default and Remedies.**

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(A) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(D) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(E) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of

any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(F) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests; Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District's Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder. If the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

**Section 13. Trustee.** The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

**Section 14. Approval of Actions.** The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized

Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

**Section 15. Proceedings Constitute Contract.** The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

**Section 16. Limited Liability.** Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

**Section 17. Amendments.** At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consents of the Authority and the Credit Provider, if any, but without the necessity for consent of the owner of the Note for any one or more of the following purposes:

- (A) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (B) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (C) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (D) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or
- (E) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes. Any modifications or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Authority and the Credit Provider, if any, and with the written consent of the owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note or a reduction of the principal amount thereof or an extension of the time of any payment thereon or a reduction of the rate of interest thereon, or a change in the date or amounts of the pledge set forth in this Resolution, without the consent of the owners of such Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto..

**Section 18. Severability.** In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 19. Request to Borrow; Transmittal of Resolution.** The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Board, signed copies of this resolution shall be transmitted by the

secretary or clerk of the Board to the treasurer of the county (the "County") in which the District is located, to the County's board of supervisors (the "County Board"), and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Board for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

**Section 20. Limited Liability and Indemnification.** (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (b) the District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

**Section 21. Appointment of Professionals.** The law firm of Stradling Yocca Carlson & Rauth is hereby appointed as Special Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships. RBC Capital Markets Corporation, Los Angeles, California is hereby appointed as Underwriter for the Program. Other underwriters or placement agents, as applicable, may be engaged as provided in the Pricing Confirmation.

**Section 22. Form 8038-G; Continuing Disclosure.** (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the "Dissemination Agent") to the Municipal Securities Rulemaking Board notice of any of the following events with respect to the District's outstanding Note, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (2) non-payment related defaults; (3) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of the Note and the related Series of Note Participations; (8) unscheduled draws on debt service reserves reflecting financing difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of the Note.



Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(C) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(D) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositories or other intermediaries).

(E) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B) of this section.

(F) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(G) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (B) of this section, it may only be made in connection with a change in circumstance that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(H) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its

own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(l) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

**Section 23. Resolution Parameters.**

- (a) Name of District: Coast Community College District
- (b) Maximum Amount of Borrowing: \$30,000,000
- (c) Authorized Representatives:

**TITLE**

- (1) Chancellor
- (2) Vice Chancellor, Administrative Services
- (3) President, Board of Trustees

**Section 24. Effective Date.** This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this \_\_\_\_ day of \_\_\_\_\_, 2009, by the following vote:

AYES:

NOES:

ABSENT:

By: \_\_\_\_\_

President, Board of Trustees

Attest:

\_\_\_\_\_  
Secretary, Board of Trustees

**EXHIBIT A FORM OF NOTE**

COAST COMMUNITY COLLEGE DISTRICT  
2009 TAX AND REVENUE ANTICIPATION NOTE, SERIES A\*/

<u>Interest Rate</u>		<u>Maturity Date</u>		<u>Date of Original Issue</u>
First		Second		Third

Repayment Date		Repayment Date		Repayment Date
___% (Total of principal and interest due on Note at maturity)		___% (Total of principal and interest due on Note at maturity)		___% (Total of principal and interest due on Note at maturity)**/

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the "District") acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided, however*, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund of the District and are attributable to the Repayment Fiscal Year, as defined in the Resolution, and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received on the last day of the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to

have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of a duly Authorized Representative of the District and countersigned by the manual or facsimile signature of the Secretary or Clerk of the Board of Trustees as of the date of authentication set forth below.

Coast Community College District

By: \_\_\_\_\_  
Vice Chancellor, Administrative Services

Countersigned

By: \_\_\_\_\_  
Secretary, Board of the Trustees

#### CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Trustee

By: \_\_\_\_\_  
Authorized Officer

[STATEMENT OF INSURANCE]\* /

\* / If more than one Series is issued under the Program in the Repayment Fiscal Year.

\*\* / Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

\* / To be used only if Credit Instrument is a policy of municipal bond insurance.

Additional Administrative Guidelines

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#### 4.08 Policy Implementation

Meeting: 03/04/2009 Regular Meeting  
Category: 4. Action Items  
Agenda Type: Information  
Public Access: Yes

### a. Adoption of Policy 010-2-19, General Counsel

Trustees had the opportunity to review Policy 10-2-19, General Counsel, at the February 18, 2009 meeting. It is recommended by the Board President, Board Clerk, and Acting Chancellor that the policy be adopted.

#### INTRODUCTION (Board of Trustees)

#### Policy 010-2-19

#### GENERAL COUNSEL

The General Counsel serves as the District's chief legal officer and is responsible for oversight of all legal activities involving the District.

The General Counsel provides legal services to the District, at the request of members of the Board of Trustees and of the administration, including legal advice, research, training, and opinions to the Board of Trustees and the administration. The General Counsel works closely with the Board President, the Chancellor, and other administrators designated by the Chancellor, and reports directly to the Board of Trustees.

The General Counsel generally consults regularly and cooperatively with the Chancellor.

The General Counsel is responsible for the oversight of all litigation involving the District, including hearings and arbitrations, and, working directly with the District's Risk Services Manager, recommends the engagement of, and supervises the work of, outside law firms, taking into consideration both the nature of the services they can provide and the fees that they charge. The General Counsel works to insure that legal services are provided in a manner that serves the District's best interests.

The General Counsel regularly reports to the Board of Trustees regarding legal activities at the District.

#### The General Counsel:

- Provides legal advice to the Board and the administration regarding the preparation of board agendas and minutes.
- Provides legal advice on compliance with the Brown Act.
- Provides legal advice on responding to requests under the Public Records Act.
- Provides legal review of all legal documents and contracts throughout the District prior to consideration by the Board.
- At the request of the Board President, provides legal advice and direction to the Board of Trustees during open sessions and closed sessions of Board meetings.
- Provides legal support regarding labor and employment matters, including interpretation of applicable laws and regulations, interpretation and negotiation of collective bargaining agreements, discrimination complaints, and grievances.
- Provides legal assistance in the interpretation of and compliance with the *Education*

*Code* , Title 5 of the *California Code of Regulations* , and other laws applicable to the District.

Provides legal advice regarding the review, development, preparation, and implementation of Board policies, resolutions, procedures, and other District directives or guidelines.

Provides legal support regarding issues pertaining to participatory decision-making, student affairs, accreditation, bonds, and student discipline.

## **b. Adoption of Policy 010-2-5, Board Meetings**

Trustees had the opportunity to review Policy 10-2-5, General Counsel, at the February 18, 2009 meeting. It is recommended by the Board President, Board Clerk, and Acting Chancellor that the policy be adopted.

INTRODUCTION  
(Board of Trustees)  
Policy 010-2-5

Revised 09/03/86  
Revised 07/01/87  
Last Revised 02/19/03  
Last Revised xx/xx/09

### **BOARD MEETINGS GENERAL RULES FOR MEETINGS**

**Regular Meetings** of the Board of Trustees of the Coast Community College District will hold ~~Regular Meetings a minimum of once per month. Regular Meetings will be held on the first and third Wednesday of the each month at 6:30 p.m., in the Board Room of the District Office. Exceptions will occur during the months of~~ **except for January, June, July, and December, which will be monthly. August when the Board will hold one Regular Meeting In the months of January, June and July the Regular Meetings shall take place on the third Wednesday. In December, the Board will hold one Regular/Organizational Meeting on a the second Wednesday of the month unless otherwise directed by the Orange County Department of Education. Regular meetings shall commence at 6:30 p.m. when a Closed Session is not scheduled. Regular meetings with a Closed Session will commence at 5:00 p.m. for the Closed Session, with the Public Meeting reconvening at 6:30 p.m. to be determined in accordance with State law. The Board conducts Study Session Meetings in March, August and October. The March Study Session is devoted primarily to budget matters, and the August and October Study Sessions are open topic. The Board also reserves the second Regular Meeting of each April to commence at 5:30 p.m. for the primary consideration of staff recognition activities. The Board shall also consider a date for an Annual Retreat Meeting. All Board Meeting Agendas will be posted in compliance with applicable law, and will clearly state the date, time, and location of the meetings.**

The President of the Board will preside at all meetings. ~~with the Board functioning as a committee of the whole on all matters.~~ In the absence of the President, the Vice President or other Board Member shall be designated to preside. The Board shall use **Roberts Sturgis Rules of Order** to conduct meetings, unless otherwise determined by the Board.

Special meetings may be called by the President of the Board or by a request issued in writing and signed by a majority of members, stating the business to be transacted. Special meetings may also be convened at any time with ~~unanimous~~ **majority** consent of the Board, **with at least Twenty-four hours written notice in compliance with the provisions of the Ralph M. Brown Act. Written**

**notice** shall be given by the Secretary of the Board **as provided by law**. No business may be transacted in Special Meetings except that specified on the posted Agenda.

A topical agenda will be prepared by the Secretary of the Board of Trustees for each meeting, and will be posted ~~in a public place on the bulletin board on the north side of the Administration of the Coast Community College District, 1370 Adams Avenue, Costa Mesa, Ca 92626~~ at least seventy-two (72) hours prior to the start of each Regular Meeting, and at least twenty-four (24) hours prior to the start of each Special Meeting, unless as otherwise **provided by law**. ~~specified in the Education Code.~~ **Board Agendas may also be posted outside of each college's administration building, and on the district's web site.**

The Board will take no action on any matter other than items on the written agenda ~~or Board adopted addendum to the agenda~~, except as otherwise permitted by law. The agenda **order**, as written and presented, will be followed unless the Board President, with the consent of the Board, determines a need to alter the order.

A majority of the Board ~~of Trustees of the District~~ shall constitute a quorum for the transaction of all business, and a majority of the ~~entire~~ membership of the Board shall be necessary to take action on any motion **unless otherwise provided by law**. All votes of the Board of Trustees shall be public.

Education Code ~~72120~~ 72000, 72122, 72129

Government Code Section 54954.2

Roberts Rules of Order, (S.C. Robert, ed. 1981)P

~~Agenda Item 1.01 - Board of Trustees - Board of Trustees - Board of Trustees~~

~~Agenda Item 1.02 - Board of Trustees - Board of Trustees - Board of Trustees~~



**COAST COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES' DIRECTIVES LOG**  
*Prepared by the Manager of Board Operations*

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I= In Progress P=Pending
1	8/15/07	Walt Howald	Academic Senate Presidents & College Presidents Vice Chancellor of Admin. Svs.	Report back to the Board on the how the new Banner Software is working after its implementation. Report on Banner's efficiency.	May 6, 2009	P
2	3/5/08	Jerry Patterson; 2 <sup>nd</sup> Jim Moreno	Acting Chancellor	Review of Management, Faculty and Classified Hiring Policies. Establish Timelines for review process. Return to Board for Reconsideration. Outline Process for Board Discussion.	Pending	P
3	3/5/08	Jerry Patterson; 2 <sup>nd</sup> Walt Howald	Staff	Revisit Participatory Governance Policies and Procedures	Pending	P
4	5/7/08	Jerry Patterson; 2 <sup>nd</sup> Armando Ruiz	Board Clerk/Secretary of the Board	Staff to identify the criteria for determining whether items would be placed in the Action section or the Consent Calendar of the Agenda and report back to the Board.  A policy will be drafted that describes a dollar amount and other details, and will be submitted for review on March 4, 2009.	March 4, 2009	P
5	7/16/08	Walt Howald; 2 <sup>nd</sup> Jim Moreno	Acting Chancellor	The Vice Presidents at the three colleges, Academic Senate Presidents among other District-wide groups will discuss coordination of college curricula matters including CTE and occupational course and program duplication.	April 1, 2009	P
6	8/6/08	Jerry Patterson; 2 <sup>nd</sup> Walt Howald	Staff	Develop Board Policy relating to Academic Senate Presidents, including reporting structure, defined organizational chart, definition of committee planning structure, and definition of Board of Trustee responsibilities in relation to the Academic Senate	Pending	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I= In Progress P=Pending
7	9/17/08	Jim Moreno; 2 <sup>nd</sup> Mary Hornbuckle	Acting 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	April 1, 2009	P
8	10/15/08	Mary Hornbuckle; 2 <sup>nd</sup> Michael Battistone	Vice Chancellor Administrative Services	Review in 6 months of success of facility rentals and make recommendations of what adjustments are necessary	April 1, 2009	
9	12/10/08	Jim Moreno; 2 <sup>nd</sup> Mary Hornbuckle	Vice Chancellor Human Resources	Travel Moratorium: Refer with report back to meet with unions regarding specifics of Agreements to see areas that can be decided in the future--Staff, Trustees travel	March 18, 2009 Workshop	
10	1/7/09	Jerry Patterson; 2 <sup>nd</sup> Jim Moreno	Board President/District General Counsel	Report to Board ongoing cost on a monthly basis with invoices of Barboza & Associates, reviewed by General Counsel and approved by Board President	Ongoing	
11	9/17/08		Acting Chancellor	Develop Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	Fall 2009	P
12	2/09/09	Walt Howald 2 <sup>nd</sup> Mary Hornbuckle	Acting Chancellor	Report back in a Year to see how the Adoption of Accountability Reporting for Community Colleges is working.	February 2010	
13	2/18/09	Walt Howald 2 <sup>nd</sup> Jerry Patterson	President, Orange Coast College	Copy the Land Development Committee on correspondence regarding Orange Coast College Campus Housing	Ongoing	
14	9/17/08		Acting Chancellor and Vice Chancellor of Human Resources	Prepare a succession plan for faculty, staff and administration, based on careful identification of estimated dates of retirement and field of work – and tied into District educational needs and program review. Included are training programs to develop future leaders from among those in the District's employ.	Pending	P
15	9/17/08		Acting Chancellor	Refine and advance the relationship among the three colleges and District Office, including creation of District-wide governance bodies and assumption of a more directive and active role for the Chancellor's Office. The result will be active coordination of the District's various components. While the District still will work through its three colleges, the Chancellor's Office will also play a far significant role in helping the colleges to collaborate, respond to local need,	Pending	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I= In Progress P=Pending
				and allocate funding accordingly.		



# Coast Community College District

CHANGE ORDER

No. 01C

**TITLE:** 01: Doja, Incorporated  
**PROJECT:** OCC Consumr Hlth & Lab Science Bldng  
**TO:** Attn: Alden Arcos  
Doja Inc.  
5050 W.Mission Blvd.  
Ontario, CA 91762  
Phone: 909-628-1999 Fax: 909-628-1928

**DATE:** 2/24/2009  
**CCCD PROJ NO:** 12020-964  
**CONTRACT NO:** PO314623  
**DSA NO:**  
**ARCH PROJ NO:**  
**GC PROJ NO:**

## CHANGES TO CONTRACT

00001 Closeout Contract/Final Settlement

(\$585,089.00)

### COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Settlement/Closeout	(\$585,089.00)

**Unit Cost:** (\$585,089.00)  
**Unit Tax:** \$0.00  
**Total:** (\$585,089.00)

The Original Contract Sum was	\$595,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
Contract Sum Prior to This Change Order was	\$595,000.00
The Contract Sum Will be Decreased	(\$585,089.00)
The New Contract Sum Including This Change Order	\$9,911.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Doja Inc.

Coast Community College District

LPA

By: \_\_\_\_\_  
Alden Arcos

By: \_\_\_\_\_  
C.M. Brahmabhatt

By: \_\_\_\_\_  
Bob Demmond

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Construction Manager

Division of State Architect

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



## AGREEMENT FOR CONTRACTOR SERVICES

This AGREEMENT FOR CONTRACTOR SERVICES ("AGREEMENT") is made in the County of Orange, State of California, not to commence before July 1, 2008, and entered into this 24th day of February, 2009, expiring on June 30, 2009, by and between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency, hereinafter referred to as DISTRICT, and Southland Industries, a \_\_\_\_\_, hereinafter referred to as CONTRACTOR.

### CONTRACTOR INFORMATION

Firm: Southland Industries

Address: 7421 Orangetown Avenue Garden Grove, Ca 92841

Telephone: 714-901-5800 Fax 714-901-5811 E-Mail

CONTRACTOR License No.: \_\_\_\_\_

WHEREAS, DISTRICT desires to obtain contractor services for: \_\_\_\_\_ ("PROJECT") or on-call services.

WHEREAS, CONTRACTOR warrants and represents to DISTRICT that CONTRACTOR is properly licensed and has the experience, expertise and resources to provide and successfully complete the services required hereby and will provide the same in conformity with the laws of the State of California.

NOW, THEREFORE, the parties agree as follows:

1. CONTRACTOR shall furnish for each project within the DISTRICT a proposal detailing labor and material costs (see **bid limits herein**). As required by California Labor Code Section 1773, CONTRACTOR's or subcontractors shall not pay less than the specified prevailing rates of wages to all workers employed in the execution of this work.
2. **The Certificate of Insurance and Endorsement are to meet the requirements of Article III herein. This AGREEMENT shall not be deemed in force and effect unless and until CONTRACTOR provides the DISTRICT with the certificate(s) and endorsements as required herein.**
3. **Payment Schedule:** Payment to be made upon satisfactory completion of all the work called for in the Agreement/Proposal documents and receipt of correct invoices in duplicate with necessary backup. No payment will be made for work or materials unless the CONTRACTOR is properly licensed and insured during the course of project.
4. Inspection and acceptance of work shall be performed by one of the following individuals: CCC: Dave Cant • OCC: Frank Fonseca • GWC: Joe Dowling • Other: DSA Inspector or Campus Manager.
5. AGREEMENT includes the Terms & Conditions attached, and by executing this AGREEMENT CONTRACTOR agrees to comply with such Terms & Conditions.
6. AGREEMENT includes all documents as indicated below:
  - a. Scope of Work Statement/Proposal (required for each project)
  - b. Workers' Compensation (Certificate of Insurance evidencing coverage)

c. Insurance - DISTRICT to be named as additional insured using the following language:  
The Coast Community College District, its Colleges, its Board of Trustees, officers, agents,  
representatives and employees are added as additional insureds.

d. Other - MSDS Sheets; Operation Manuals; Product Registration Form; etc.

7. DISTRICT has sole discretion to terminate this AGREEMENT upon providing written notice to CONTRACTOR. CONTRACTOR shall be compensated for services performed before the notice of termination or suspension was given and shall not be compensated for any unearned fees, costs or anticipated profits on non-performed services.

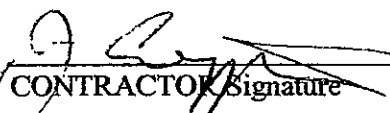
**BID LIMITS:** Public Contract Code 20651 allow for services up to \$72,400.00 (2008 limit) service amount is adjusted annually (in January) for the purchase of equipment, materials or supplies; services, except construction services; repairs that are routine, recurring and usual work for the preservation or protection of public property; minor repainting; resurfacing streets or parking areas at less than one inch; and landscape maintenance including servicing of irrigation and sprinkler systems. The \$15,000 bid limit applies to construction, reconstruction, erection, alteration, renovation, improvement, and demolition work.

**EXAMPLES:** Minor painting--less than a whole exterior or interior of a building or structure would be \$72,400.00 limit; whole building would be \$15,000 limit. Repair to a portion of a roof--\$72,400 limit but an entire roof would be the \$15,000 limit. Replacement of a wing or room of carpet would be the \$72,400 limit; replacement of an entire building's carpet would be the \$15,000 limit. Questions regarding bid limits should be referred to John Eriksen, Director of Purchasing (714/438-4680) and/or Ardith Richey, Physical Facilities (714/438-4673).

Any contract over \$10,000 requires campus to obtain a minimum of three (3) proposals. The DISTRICT will provide notification to CFCE of each contract for services exceeding \$15,000 per fiscal year.

**CHANGE ORDERS:** Change orders increasing the total cost for services beyond the Bid Limit will not be processed. All change orders must be written and signed by DISTRICT.

The party signing for the CONTRACTOR has the legal authority to enter into this AGREEMENT on behalf of the CONTRACTOR, and has been duly authorized to sign this AGREEMENT. This AGREEMENT has been duly executed by:

 CONTRACTOR Signature	<u>VICE PRESIDENT</u> Title
<u>J. Coppin</u> Print Name	<u>2/23/09</u> Date

COAST COMMUNITY COLLEGE DISTRICT

C.M. Brahmabhatt, Vice Chancellor, Administrative Services

Date \_\_\_\_\_



## **TERMS & CONDITIONS**

### **ARTICLE I – CONTRACTOR SERVICES AND RESPONSIBILITIES**

1. **EQUIPMENT AND LABOR.** CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the service herein described. The service shall be performed at such times and places as directed by and subject to the written approval of the authorized DISTRICT representative indicated on page 1 of this Agreement. All of said services are to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the plans, drawings, and/or specifications and provisions of this Agreement.
2. **SUBCONTRACTORS.** Subcontractors, if any, engaged by the CONTRACTOR for the services shall be subject to the written approval of the DISTRICT. CONTRACTOR shall be held fully responsible for all the work and operations of subcontractors and shall require them to maintain all insurance as outlined on page 1 of this Agreement and Article III of these terms and conditions.

Subcontractors shall provide the DISTRICT with a Certificate of Insurance and Endorsement naming the DISTRICT and CONTRACTOR as additional insured on said policy or policies. This Agreement shall not be deemed in force and effect unless and until CONTRACTOR provides the DISTRICT with the Certificate(s) and Endorsements as provided herein.
3. **SAFETY AND SECURITY.** It shall be the responsibility of the CONTRACTOR to ascertain from the DISTRICT and to abide by the rules and regulations pertaining to safety, security, and driving on college grounds.
4. **GUARANTEES.** CONTRACTOR shall guarantee all labor and materials used in the performance of this Agreement for the period of one year from the date of acceptance of the work by the DISTRICT. CONTRACTOR shall repair or replace any and all such work that is defective in workmanship and/or materials without expense to DISTRICT.
5. **EMPLOYEES.**
  - a. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's/subcontractor's employees. CONTRACTOR/subcontractor shall not employ any person not fit for or skilled in the work assigned.
  - b. DISTRICT reserves the right to require CONTRACTOR to remove any person in CONTRACTOR's/subcontractor's employ at any time for any reason and CONTRACTOR shall immediately comply with DISTRICT's request.
6. **SUBSTITUTIONS.** No substitutions of materials specified shall be made without the prior written approval of the DISTRICT.
7. **CONTRACTOR SUPERVISION.** CONTRACTOR shall provide competent supervision of CONTRACTOR's and subcontractor's employees. Supervision shall include the use of equipment and quality of workmanship.
8. **PROTECTION OF WORK AND PROPERTY.** CONTRACTOR shall, at all times, erect and properly maintain all necessary safeguards, signs, barriers, lights and watchmen for protection of workers, DISTRICT staff, students, and the public. CONTRACTOR shall post danger signs warning against hazards created in the course of construction. In an emergency that is life

threatening the CONTRACTOR, without special instruction or authorization from DISTRICT, is permitted to act at CONTRACTOR's discretion to prevent loss of life or injury and/or property loss.

9. ACCESS TO WORK SITE. CONTRACTOR shall provide safe and proper access for DISTRICT representatives to the work site at all times.
10. COMPLIANCE WITH LAW. CONTRACTOR shall comply with all applicable federal, state, county, and city statutes, regulations and ordinances including, but not limited, to the Immigration Reform and Control Act of 1986 and shall maintain all necessary licenses and permits. CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, or disability.
11. LABOR CODE. CONTRACTOR shall comply with the applicable general prevailing wage rates. Copies of the prevailing rate of per diem wages are on file in the DISTRICT's Physical Facilities Office (Building D), 1370 Adams Avenue, Costa Mesa, CA 92626.
12. CLEAN UP. Debris shall be removed from the premises and disposed of appropriately by the CONTRACTOR. Job site shall be free of debris at all times when work is not actually being performed.
13. TIMELY PERFORMANCE. CONTRACTOR shall perform services in a prompt and timely manner and shall commence performance upon receipt of written notice to proceed from DISTRICT.
14. MODIFICATION OF DUTIES. The duties and responsibilities and limitation of authority of CONTRACTOR shall not be modified or extended without written agreement of DISTRICT.
15. OCCUPANCY. DISTRICT reserves the right to occupy buildings at any time before Agreement completion, and such occupancy shall not constitute final acceptance of any part of work covered by this AGREEMENT, nor shall such occupancy extend the date specified for completion of the work.

## **ARTICLE II – TERM, TERMINATION, SUSPENSION OR ABANDONMENT**

16. This AGREEMENT shall commence \_\_\_ day of \_\_\_\_\_, 20\_\_ and continue through the 30th day of July, 2009.
17. DISTRICT shall have the right to suspend the PROJECT at any time at its sole discretion. If the PROJECT is suspended by DISTRICT for more than ninety (90) consecutive days, CONTRACTOR shall be compensated for services performed prior to notice of such suspension and shall not be compensated for any unearned fees or costs.
18. This AGREEMENT may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
19. DISTRICT shall also have the right to terminate this AGREEMENT at any time in its sole discretion and without cause upon not less than seven (7) days written notice to CONTRACTOR. In that event, CONTRACTOR shall be compensated for services performed prior to notice of

termination and shall not be compensated for any unearned fees, costs or anticipated profits on non-performed services. CONTRACTOR shall:

- a. Cease operations as directed by DISTRICT in the notice;
  - b. Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
  - c. Not terminate any insurance provisions required by the Project Documents.
20. In the event of termination due to the fault of CONTRACTOR, CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to CONTRACTOR's failure to perform as provided in the AGREEMENT.
21. In the event of AGREEMENT termination by either party for any reason, DISTRICT reserves the right to receive, and CONTRACTOR shall promptly provide to DISTRICT all Drawings, Specifications, models, and other documents and materials prepared or received by CONTRACTOR or others for the PROJECT. In the event of termination, any dispute regarding the amount to be paid shall not alter DISTRICT's unequivocal right to receive and use any such documents or materials.

### ARTICLE III – INDEMNITY AND INSURANCE

1. CONTRACTOR agrees, to the fullest extent permitted by the law, to indemnify and hold harmless DISTRICT, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONTRACTOR's negligent performance of professional services under this AGREEMENT or acts in connection with the PROJECT, or any actions of CONTRACTOR's consultants or anyone for whom the CONTRACTOR is legally liable.
2. The coverage of such indemnification shall include, without limitation, reasonable attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CONTRACTOR'S performance and shall survive the expiration or termination of this AGREEMENT until such time as any action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable Statute of Limitations.
3. The obligation to defend shall arise regardless of any claim or assertion that DISTRICT caused or contributed to the losses. CONTRACTOR's reasonable defense costs (including attorney and expert fees) incurred in providing a defense for DISTRICT shall be reimbursed by DISTRICT except to the extent such defense costs arise, under principles of comparative fault, from CONTRACTOR's (a) negligent acts or omissions; (b) breach of any of the provisions of this AGREEMENT; or (c) willful misconduct.
4. Review, approval or acceptance of CONTRACTOR's work whether by DISTRICT or others shall not relieve CONTRACTOR from responsibility for errors and omissions in CONTRACTOR's work.
5. Nothing in this AGREEMENT, including the provisions of this Article, shall constitute a waiver or limitation of any rights which DISTRICT may have under applicable law, including without limitation, the right to implied indemnity.

6. CONTRACTOR shall purchase and maintain during the term of this AGREEMENT, with insurance companies duly licensed by the State of California with a rating by Best's Insurance Rating Service of not less than AVII, policies of insurance which will protect CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR's actions or inactions relating to this AGREEMENT or PROJECT, whether by CONTRACTOR or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. Commercial bodily injury and property damage liability insurance in the combined single limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence for personal injury and/or death and Two Hundred Fifty Thousand Dollars (\$250,000.00) as to property damage including, but not limited to, personal injury liability, broad form property damage liability, blanket contractual liability and products liability, covering the activities of CONTRACTOR under this AGREEMENT, and shall provide DISTRICT with a Certificate of Insurance and Additional Insured Endorsement evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be cancelled without thirty (30) days' prior written notice to DISTRICT. DISTRICT and DISTRICT'S Board of Trustees, shall be named as additional insureds under such policy of insurance to be maintained pursuant to this section, and such policy shall contain a cross-liability endorsement.
  - b. Worker's Compensation and Employers' Liability Insurance in the amounts required by law covering all personnel employed on the premises during the term of this AGREEMENT whether said personnel are employed by CONTRACTOR or supplied by persons or entities other than DISTRICT. CONTRACTOR shall maintain during the term of this AGREEMENT, Workers' Compensation insurance with an insurance company duly licensed and admitted by the State of California with a rating by Best's Insurance Rating Service of not less than AVII.
  - c. Comprehensive General and Auto Liability Insurance with insurance company duly licensed and admitted by the State of California with rating by Best's Insurance Rating Service of not less than AVII. Said insurance shall have limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate limits, including:
    - 1) Owned, Non-owned and Hired Vehicles
    - 2) Blanket Contractual
    - 3) Broad Form Property Damage
    - 4) Products/Completed Operations
    - 5) Personal Injury
  - d. Each policy of insurance required in a., b., c., and d above (with the exception of Worker's Compensation) shall name DISTRICT and its trustees, officers, agents, and employees as additional insureds; shall state that, with respect to the operations of CONTRACTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributing with such primary insurance, shall state that not less than thirty (30) days'

written notice shall be given to DISTRICT prior to cancellation, and shall waive all rights of subrogation against DISTRICT and its trustees, officers, agents, and employees. CONTRACTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONTRACTOR shall deliver to DISTRICT certificates of insurance and additional insured endorsements as evidence of compliance with the requirements herein to be attached hereto as EXHIBIT "C," or this AGREEMENT will automatically be canceled.

- e. In the event CONTRACTOR fails to secure or maintain any policy of insurance required, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONTRACTOR and in such event CONTRACTOR shall reimburse DISTRICT upon demand for the cost thereof.
7. DISTRICT's exercise of any of its rights or remedies prescribed in this AGREEMENT shall not relieve CONTRACTOR from responsibility for damages or other losses incurred or to be incurred by DISTRICT as a result of CONTRACTOR's breach of its obligations under this AGREEMENT.

#### **ARTICLE IV – ALTERNATIVE DISPUTE RESOLUTION**

Disputes arising from this AGREEMENT or related in any manner to the same shall be resolved as follows:

1. In the event of any dispute, claim, question, or disagreement arising out of or relating to this AGREEMENT, prior to initiating arbitration or any other legal action and as a condition precedent to being entitled to file such legal action or demand for arbitration, 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 satisfactory to both parties.
2. In the event the parties are unable to resolve their dispute through the meet and confer procedure provided for in paragraph 1, any dispute arising under or relating to this AGREEMENT, whether based on contract, tort, statute, or other legal or equitable theory, will be submitted to arbitration in the County of Orange, State of California before a retired California Superior Court Judge or retired California Appellate Court or Supreme Court Justice or before a retired Federal Court Judge or Justice. If the parties are unable to agree as to an arbitrator, the arbitration shall be submitted before the Judicial Arbitration and Mediation Services, Inc. ("JAMS") or Judicate West or the American Arbitration Association ("AAA"). The parties may agree on an arbitrator from the selected entity's panel. If they are unable to agree, the selected entity will provide a list of three available arbitrators and each party may strike one. The arbitration tribunal shall select the arbitrator from the remaining names. The parties waive their rights to a jury trial. The arbitration shall be held in accordance with the rules of the selected entity and California substantive law shall apply. The arbitrator shall award costs and attorneys' fees to the prevailing party. The parties shall be entitled to only the following limited discovery:
  - a. Each party shall exchange all documents relevant to the subject matter of the dispute.
  - b. Each party shall be entitled to one deposition limited to four hours.
  - c. Each party may serve one set of interrogatories limited to 15 interrogatories, including subparts.

- d. Each party may make application to the arbitrator to order the deposition of a witness to be taken for use as evidence and not for discovery if the witness cannot be compelled to attend the hearing or as such exceptional circumstances exist as to make it desirable in the interest of justice and with due regard to the importance of presenting the testimony of witnesses at the hearing to allow the deposition to be taken.
  - e. Each party shall advance one-half of the cost of the arbitration proceedings, including any administrative costs and arbitrator expenses subject to being reimbursed by an award of the arbitrator of costs.
- 3. Concurrent disputes under this AGREEMENT shall be consolidated into a single arbitration unless the parties otherwise agree in writing and no hearing shall be held prior to final completion of the PROJECT unless DISTRICT and CONTRACTOR otherwise agree in writing.
  - 4. Any arbitration award shall be subject to confirmation, vacation or correction under the procedures and on the grounds specified in the California Code of Civil Procedure, including, without limitation, Section 1296.

#### **ARTICLE V – MISCELLANEOUS PROVISIONS**

- 1. This AGREEMENT shall be interpreted and governed by the laws of the State of California. If any action is brought arising out of this AGREEMENT, including but not limited to any claims for breach, interpretation, cancellation or specific performance of the same or any tort claims relating thereto, said action shall be brought in the appropriate tribunal in Orange County, California.
- 2. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of CONTRACTOR and its employees. Neither this AGREEMENT nor any interest therein may be assigned by CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld by District in its sole and absolute discretion. Any attempt by CONTRACTOR to assign this AGREEMENT shall be void and a material breach of this AGREEMENT and DISTRICT may immediately terminate this AGREEMENT.
- 3. CONTRACTOR warrants to DISTRICT that it is not now, nor has it or any of its officers been for five years preceding involved in arbitration or litigation concerning CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.
- 4. DISTRICT and CONTRACTOR, 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.
- 5. This AGREEMENT represents the entire and integrated agreement between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and CONTRACTOR and approved by DISTRICT's Board of Trustees.
- 6. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either DISTRICT or CONTRACTOR.
- 7. Time is of the essence for this AGREEMENT.

8. Notwithstanding anything to the contrary, to the extent allowed by law, DISTRICT shall not 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.
9. CONTRACTOR's sole and exclusive remedy in the event CONTRACTOR 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 DISTRICT and not its trustees, officers, or employees. No trustee, officer 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, or employee. No writ of execution will be levied against the assets of any trustee, officer or employee of DISTRICT pursuant to the terms of this AGREEMENT. This covenant and agreement contained in this section are enforceable by DISTRICT's trustees, officers and employees.
10. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR's employees 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. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.
11. CONTRACTOR CHANGES. No changes or alterations to this AGREEMENT shall be made without a written request from CONTRACTOR and specific prior written approval by the DISTRICT.
12. FORCE MAJEURE CLAUSE. The parties to this AGREEMENT shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act 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 CONTRACTOR to establish that the non-performance is not due to the fault or neglect of the party not performing.
13. PAYMENT. Unless otherwise specified, CONTRACTOR shall submit invoices in duplicate for materials delivered or services performed under this AGREEMENT. DISTRICT shall make payment for materials, supplies, or other services furnished under this Agreement within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative.
14. This AGREEMENT shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

**— THIS PART INTENTIONALLY LEFT BLANK —**



## ARTICLE VI – NOTICES

Any notice or communication required or permitted to be given hereunder 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 DISTRICT:

Coast Community College District  
Attn: Vice Chancellor Administrative Services  
1370 Adams Avenue  
Costa Mesa, CA 92626

Coast Community College District  
Attn: Physical Facilities Coordinator  
1370 Adams Avenue  
Costa Mesa, CA 92626

### TO CONTRACTOR:

Attn: \_\_\_\_\_  
[ADDRESS]) \_\_\_\_\_  
\_\_\_\_\_

### TO CONSTRUCTION MANAGER:

Attn: \_\_\_\_\_  
[ADDRESS]) \_\_\_\_\_  
\_\_\_\_\_

Each party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A party may change its address for purposes of this paragraph by giving the other party written notice of a new address in the manner set forth above.



AMENDMENT made this \_\_\_\_\_, 2009 to an Agreement dated July 20, 2005 (the "Agreement"), between Coast Community College District, 11460 Warner Avenue, Fountain Valley, California 92708-2597 ("Coast"), and Cengage Publishing, 10 Davis Drive, Belmont, CA 94002, (the "Publisher"), with respect to a telecourse entitled *Physical Anthropology: The Evolving Human* ("Project Telecourse").

WHEREAS, pursuant to the Agreement between Coast and Publisher, Coast has granted Publisher the right to publish and sell a student guide ("Telecourse Student Guide") to accompany the Project Telecourse and Publisher has agreed to pay certain royalties thereon:

WHEREAS, Publisher wishes to publish the Second Edition of the Telecourse Student Guide, presently entitled *Student Guide for Physical Anthropology: The Evolving Human for use with Introduction to Physical Anthropology* the Publisher and Coast wish to have Coast prepare the necessary revisions for this edition under the same terms and conditions applicable to the Student Guide under the Agreement which will correspond to the Twelfth Edition of the text, presently entitled, *Introduction to Physical Anthropology*, by Jurmain, Kilgore, and Trevathan;

WHEREAS, in accordance with Paragraph 2.24 of the Agreement, the Publisher has requested and Coast has agreed to prepare a second edition of the work, it is hereby agreed as follows:

1. Coast hereby grants Publisher the right to print, publish, and sell the Second Edition under the same terms and conditions applicable to the First Edition Student Guide pursuant to the Agreement.
2. Coast shall deliver to Publisher on or before May 5, 2009 camera-ready mechanicals for the Second Edition, satisfactory to Publisher in content and form, and suitable for a book of approximately 400 pages in length, provided the Publisher delivers all final page proofs to Coast by January 26, 2009.
3. Publisher shall pay Coast the sum of \$7,500.00 as a grant for revision to accommodate the new edition of *Introduction to Physical Anthropology*, by Jurmain, Kilgore, and Trevathan payable as follows:
  - (a) \$3,750.00 upon Coast's written request after execution of this Amendment; and
  - (b) \$3,750.00 upon Coast's written request after Publisher's acceptance of the complete and satisfactory camera-ready mechanicals.

EXCEPT TO THE EXTENT OF THE FOREGOING, all of the terms and conditions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to be effective as of the date first written above.

AGREED:

Coast Community College District:

Cengage Publishing

By \_\_\_\_\_  
C.M. Brahmbhatt, Vice Chancellor  
of Administrative Services

\_\_\_\_\_  
President and Publisher

With Notification to:

Executive Dean, ISD  
Coastline Community College  
11460 Warner Avenue  
Fountain Valley, CA 92708-2597

---

Acquisitions Editor

C.M. Brahmbhatt  
Coast Community College District  
1370 Adams Avenue  
Costa Mesa, CA 92626

APPROVED \_\_\_\_\_ AS TO FORM

Milford W. Dahl, Jr.  
Rutan & Tucker, LLP

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CCCD Legal Counsel Approval



**WIA COST REIMBURSEMENT AGREEMENT  
COUNTY OF ORANGE**

FUNDING SOURCE: 100% FEDERAL AGREEMENT #: 16-2V-09

THIS AGREEMENT, between the County of Orange, hereinafter referred to as "COUNTY" and Coast Community College District hereinafter referred to as "CONTRACTOR," consists of fifty three (53) sections and the following ten (10) exhibits: A. General Program Requirements, B. Statement of Work, C. Performance Standards, D. Budget Schedule, E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), and J. EDD Independent Operator Reporting Requirements.

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#### **EXHIBITS**

- A. General Program Requirements
- B. Statement of Work
- C. Performance Standards and Matrix
- D. Budget Schedule
- E. Drug-Free Workplace Certification
- F. Suspension & Debarment
- G. Certification Regarding Lobbying
- H. Disclosure Form to Report Lobbying
- I. Child Support Enforcement Provision (for profit only providers)
- J. EDD Independent Operator Reporting Requirements

1  
2       **WHEREAS**, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to  
3 as "the Act," to provide workforce investment activities, through statewide and local workforce investment  
4 systems, that increase employment, retention and earnings of participants, and increase occupational skill  
5 attainment by participants, and, as a result, improve the quality of the workforce and enhance the  
6 productivity and competitiveness of the Nation; and

7       **WHEREAS**, the County of Orange, (hereinafter "COUNTY" acting as the Administrator of the Act  
8 funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to  
9 as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

10       **WHEREAS**, COUNTY, by Minute Order dated \_\_\_\_\_ a copy of which is on file with the  
11 Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein  
12 and made a part hereof as if fully set forth, has appropriated a portion of grant funds in the amount of  
13 \$261,000.00 to engage CONTRACTOR to carry out certain program services; and

14       **WHEREAS**, COUNTY's OC Community Resources, Director or Designee (hereinafter referred to  
15 as "DIRECTOR"), shall administer this Agreement as is necessary or reasonable to comply with or  
16 implement the grant funds received by COUNTY and as required by law or applicable regulations; and

17       **WHEREAS**, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and  
18 conditions hereinafter set forth;

19       **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

20       **PURPOSE**

21       1. The purpose of the program funded by this Agreement is to provide workforce investment  
22 activities that increase employment, retention, earnings and occupational skill attainment through local  
23 workforce investment systems to those seeking employment. Additionally, this program is funded to  
24 increase the effectiveness of local and regional business through business improvement & development  
25 activities, job matching, and other services. All services are intended to improve the quality of the  
26 workforce and enhance the productivity and competitiveness of Orange County and the United States.  
CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

1                   **TERM**

2                   2. The term of this Agreement shall commence on January 1, 2009 and terminate on December  
3 31, 2010 subject to the provisions of Sections 9, 43 and 45 of this Agreement; however, CONTRACTOR  
4 shall be obligated to perform such duties as would normally extend beyond this term, including but not  
5 limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR  
6 and DIRECTOR or Designee may mutually agree in writing to extend the term of this Agreement up to and  
7 including a period of one year, provided that COUNTY's maximum obligation as stated in Subparagraph  
8 17 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual  
9 agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates  
10 this AGREEMENT pursuant to the provisions contained in paragraph 45 herein.

11                   **STATEMENT OF WORK**

12                   3. This Agreement is based upon the Statement of Work, attached hereto and incorporated herein  
13 as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work,  
14 and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a  
15 professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically  
16 contained within the body of this Agreement, the Statement of Work will be controlling.

17                   **SERVICES**

18                   4. CONTRACTOR agrees that those specific program components to be performed by  
19 CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring,  
20 include, but are not limited to, those set forth in Exhibits "A", "B" and "C", which are attached hereto and  
21 incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees  
22 performance of all of the specific program components and service levels listed in Exhibits "A", "B" and  
23 "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B" or "C" may, in addition to  
24 those remedies set forth in Section 43 of this Agreement, constitute grounds for COUNTY to reduce the  
25 level of payment otherwise provided under Section 7 (c) of this Agreement or to reduce the payment level  
26 and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement.

**MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

                  5. The parties hereto agree that those program components, service levels, and line-item budget

1 information detailed in Exhibits "A", "B", "C" and "D" may be modified upon mutual written agreement of the  
2 DIRECTOR or Designee and CONTRACTOR so long as the total payments under this Agreement are not  
3 increased and the basic goals and objectives of the program are not altered. Should the State of  
4 California modify any program component and/or service level detailed in Exhibits "A", "B", "C" and/or "D,"  
5 then the COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

#### 6 **BUDGET SCHEDULE**

7 6. CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be  
8 in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D", and  
9 which by this reference is incorporated herein and made a part hereof as if fully set forth.

#### 10 **MODIFICATION OF BUDGET SCHEDULE**

11 7. The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits,  
12 Benefits Rate and Number of Full-Time Equivalents (FTE), Staff Travel, Operating Expenses Furniture  
13 and Equipment, Consumable Testing and Instructional Materials, Tuition Payments/Vouchers, On-the Job  
14 Training, Participant Wages and Fringe Benefits, Support Services, Job Retention Services, Contractual  
15 Services, Indirect and Other. Upon written approval of DIRECTOR or Designee, CONTRACTOR shall  
16 have the authority to transfer allocated program funds from one category of the overall program budget to  
17 any other category of the overall program budget, as long as the amount of the total grant is not increased  
18 and the basic goals and objectives of the program are not altered. No such transfer may be made without  
19 the express prior written approval of DIRECTOR or Designee. A modification of the BUDGET  
20 SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by  
21 DIRECTOR or Designee includes approval of the new Budget Category.

#### 22 **PAYMENTS BY COUNTY**

23 8. CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed  
24 or encumbered on or before December 31, 2010, and that any and all funds remaining as of December  
25 31, 2010, which have not been disbursed or encumbered shall be returned by CONTRACTOR to  
26 COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance  
with paragraph 45. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after  
December 31, 2010. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after

1 December 31, 2010.

2 Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in  
3 accordance with the following payment schedule:

4 (a) Monthly Payments. Beginning February 1, 2009, upon receipt and approval by OC Community  
5 Services-Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's  
6 actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's  
7 invoice so long as the total payments under this Agreement do not exceed Two Hundred Sixty-One  
Thousand Dollars (\$261,000).

8 (b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be  
9 made more frequently than monthly, but such payments shall always be in arrears and not in advance of  
10 the provision of services by CONTRACTOR.

11 (c) Invoices. CONTRACTOR shall provide to OC Community Services-Community Investment  
12 Division monthly invoices by the 20<sup>th</sup> day following the month being reported. CONTRACTOR's invoices  
13 shall show the most up to date costs chargeable to the program(s) referenced in this Agreement. If  
14 CONTRACTOR's expenditures for any program referenced in this Agreement fall below 20% of planned  
15 expenditures for any cumulative period commencing from the beginning of the term of this Agreement,  
16 CONTRACTOR may be subject to a reduction in funding. No payments will be authorized if any preceding  
month's reports or invoices have not been received.

17 **CONTINGENCY OF FUNDS**

18 9. CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are  
19 contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of  
20 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget  
21 approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or  
22 operation. In the event that such funding is terminated or reduced, DIRECTOR or Designee may  
23 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement,  
24 without penalty. The decision of DIRECTOR or Designee shall be binding on CONTRACTOR.  
25 DIRECTOR or Designee shall provide CONTRACTOR with written notification of such determination.  
26 CONTRACTOR shall immediately comply with DIRECTOR's or Designee's decision.

1 **COMPLIANCE WITH LAW**

2 10. In its performance under this Agreement, CONTRACTOR shall fully comply with the  
3 requirements of the following, whether or not otherwise referred to in this Agreement:

4 (a) The Act and all applicable federal statutes, regulations, policies, procedures and directives,  
5 including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

6 (1) All applicable standards and orders and requirements issued under Section 306 of the  
7 Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in  
8 contracts in excess of \$100,000.

9 (2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy  
10 efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of  
11 Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now  
12 exist or be hereafter amended.

13 (b) All applicable State statutes, regulations, policies, procedures and directives;

14 (c) All applicable COUNTY policies, procedures and directives;

15 (d) All applicable local ordinances and requirements, including use permits and licensing;

16 (e) Court orders applicable to CONTRACTOR's operations; and

17 (f) The terms and conditions of this Agreement, including Exhibits.

18 If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify  
19 DIRECTOR or Designee in writing within thirty (30) days after enactment or modification that it cannot so  
20 comply. COUNTY may thereupon terminate this Agreement, if necessary.

21 **INSTRUCTORS**

22 11. CONTRACTOR shall ensure that all instructors involved in the training of participants are  
23 qualified to instruct in the appropriate program or training component or curriculum. If necessary, such  
24 instructors shall be appropriately certified by the State of California. Within thirty (30) days after the  
25 execution of this Agreement, CONTRACTOR shall submit to DIRECTOR or Designee a list of the names  
26 and qualifications of all instructors who will be providing such training and shall notify DIRECTOR or  
Designee within five (5) business days of any amendments or revisions thereto.

1                   **PERFORMANCE STANDARDS**

2                   12. CONTRACTOR shall comply with and adhere to the performance accountability standards and  
3                   general program requirements described in Sections 136 (Performance Standards) and 195 (General  
4                   Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the  
5                   Performance Requirements defined in the Agreement between the State of California and the County of  
6                   Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such  
7                   requirements.

8                   **PLANS AND PROCEDURES**

9                   13. CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement.  
10                  CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for  
11                  recruitment, intake, assessment and referral, copies of which are available from DIRECTOR or Designee.  
12                  Said Policies and Procedures may be modified by DIRECTOR or Designee upon ten (10) days written  
13                  notice to CONTRACTOR.

14                  **SATISFACTORY WORK**

15                  14. Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR or  
16                  Designee. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress  
17                  of the services rendered in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies  
18                  in performance will be corrected as they occur and are detected.

19                  **REPORTS**

20                  15. CONTRACTOR shall maintain records and submit such reports, data and information at such  
21                  times as DIRECTOR or Designee may require, and in the form DIRECTOR or Designee may require,  
22                  regarding the performance of CONTRACTOR's services, activities, costs or other data relating to this  
23                  Agreement as may be requested by DIRECTOR or Designee, upon a form approved by DIRECTOR or  
24                  Designee. DIRECTOR or Designee may modify the provisions of this paragraph without further Board  
25                  action upon written notice to CONTRACTOR.

26                  **NO SUPPLANTATION**

                  16. CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the  
                  purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall

1 not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that  
2 portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that  
3 it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or  
4 compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or  
5 COUNTY program without prior written approval of DIRECTOR or Designee.

#### 6 **INDEPENDENT CONTRACTOR**

7 17. CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall  
8 be wholly responsible for the manner in which it performs the services required of it by the terms of this  
9 Agreement. Nothing herein contained shall be construed as creating the relationship of employer and  
10 employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's  
11 agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees  
12 or agents as they relate to services to be provided during the course and scope of their employment.

13 CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or  
14 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

#### 15 **EMPLOYEE ELIGIBILITY VERIFICATION**

16 18. The Contractor warrants that it fully complies with all Federal and State statutes and  
17 regulations regarding the employment of aliens and others and that all its employees performing work  
18 under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and  
19 regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification  
20 and other documentation of employment eligibility status required by Federal or State statutes and  
21 regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324  
22 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all  
23 such documentation for all covered employees for the period prescribed by the law. The Contractor shall  
24 indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents,  
25 officers, and employees from employer sanctions and any other liability which may be assessed against  
26 the Contractor or the County or both in connection with any alleged violation of any Federal or State  
statutes or regulations pertaining to the eligibility for employment of any persons performing work under  
this Contract.



1                   **ASSIGNMENT**

2                   19. The terms, covenants, and conditions contained herein shall apply to and bind the heirs,  
3 successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement  
4 shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to  
5 assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and  
6 shall constitute a breach of this contract.

7                   **SUBCONTRACTS**

8                   20. CONTRACTOR shall not subcontract for services under this Agreement without the prior  
9 written consent of DIRECTOR or Designee. If DIRECTOR or Designee consents in writing to a  
10 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR  
11 to COUNTY. DIRECTOR or Designee may refuse to pay obligations incurred under any subcontract that  
12 does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same  
13 shall be provided to DIRECTOR or Designee within thirty (30) days of execution. CONTRACTOR shall  
14 include in each subcontract any provision DIRECTOR or Designee may require

15                   CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in  
16 a manner consistent with Federal, State and local guidelines. Description of the intended method of  
17 procurement must be included as part of the budget which is included as Exhibit D of this Agreement.  
18 CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how  
19 the funds will be allocated and spent by each subcontractor. By entering into this Agreement  
20 CONTRACTOR agrees that it is the direct provider of services.

21                   **FISCAL ACCOUNTABILITY**

22                   21. (a) Financial Management System. CONTRACTOR shall establish and maintain a sound  
23 financial management system, based upon generally accepted accounting principles. CONTRACTOR's  
24 system shall provide fiscal control and accounting procedures that will include the following:

25                   (1) Information pertaining to subgrant and contract awards, obligations, unobligated balances,  
26 assets, expenditures, and income;

                  (2) Effective internal controls to safeguard assets and assure their proper use;

1 (3) A comparison of actual expenditures with budgeted amounts for each subgrant and  
2 contract;

3 (4) Source documentation to support accounting records; and

4 (5) Proper charging of costs and cost allocation.

5 (b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

6 (1) Permit preparation of required reports;

7 (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds  
8 have not been used in violation of the applicable restrictions on the use of such funds; and

9 (3) Permit the tracking of program income, or profits earned, and any costs incurred (such as  
10 stand-in costs) that are otherwise allowable except for funding limitations.

11 (c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the  
12 following:

13 (1) the Act;

14 (2) 20 C.F.R. Part 667; and

15 (3) State implementing legislation.

16 **PROGRAM INCOME**

17 22. COUNTY's maximum obligation hereunder shall be reduced by the amount of any program  
18 income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the  
19 services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of  
20 CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

21 It is mutually understood that the State or Federal agency responsible for providing the funding for  
22 this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated  
23 as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the  
24 following:

25 (a) Submit a plan to the DIRECTOR or Designee for use of any and all proposed Program Income;

26 (b) Set-up and maintain a separate bank account for any proposed Program Income and account  
for any and all such income received; and

1 (c) Report to DIRECTOR or Designee any and all Program Income received no later than thirty  
2 (30) days from the date of receipt; record the amount received on internal financial records; and indicate  
3 the amount received on the monthly claim submitted to DIRECTOR or Designee.

4 DIRECTOR or Designee shall then forward the plan for the requested use of the proposed Program  
5 Income to the appropriate State and/or Federal agencies for approval.

6 CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as  
7 DIRECTOR or Designee obtains authorization for the use of the Program Income from the responsible  
8 State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the  
9 funds.

10 DIRECTOR or Designee may, in its sole discretion, issue future policy statements and/or  
11 instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy  
12 statements and/or instructions.

#### 13 **PELL GRANTS/HEA TITLE IV**

14 23. If CONTRACTOR provides any services under this Agreement to applicants for or recipients of  
15 Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate  
16 with DIRECTOR or Designee in coordinating these grants and awards with WIA funding in accordance  
17 with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform DIRECTOR or  
18 Designee in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV  
19 awards and other financial aid granted to each WIA participant under this Agreement.

#### 20 **ANNUAL AUDIT**

21 24. CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public  
22 Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with  
23 the Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit  
24 report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

#### 25 **ACCESS AND RECORDS**

26 25. (a) Access. COUNTY, the State of California and the United States Government and/or their  
representatives, shall have access, for purposes of monitoring, auditing, and examining, to  
CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to

1 records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers,  
2 accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this  
3 condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this  
4 Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives  
5 shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site  
6 monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning  
7 employees and participants and entering any premises or onto any site in which any of the services or  
8 activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept.  
9 CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3)  
10 days after receipt of written demand by DIRECTOR or Designee which shall be deemed received upon  
11 date of sending. In the event CONTRACTOR does not make the above-referenced documents available  
12 within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable  
13 expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where  
14 said records and books of account are maintained.

15 (b) Records Retention. All accounting records and evidence pertaining to all costs of  
16 CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's  
17 office or place of business for the duration of this Agreement and thereafter for four (4) years after  
18 completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or  
19 litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to  
20 which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4)  
21 years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

22 (c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or  
23 Federal government or any agency thereof resulting from any disallowance or other audit exceptions to  
24 the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

### 25 FRAUD

26 26. CONTRACTOR shall immediately report all suspected or known instances and facts  
concerning possible fraud, abuse or criminal activity under this Agreement.

1  
2       **MODIFICATIONS/CHANGE ORDERS**

3       27. (a) DIRECTOR may at any time, by written order to CONTRACTOR, make changes within the  
4       general scope of this Agreement, in the definition of services and tasks to be performed, the manner in  
5       which services are performed, the time and place of performance thereof and additional related provisions.  
6       Such change orders may be made when necessitated by changes in the Orange County One-Stop  
7       System operations or performance, the operations or performance of CONTRACTOR, or changes in  
8       applicable statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR  
9       may submit a program or budget modification request in response to change orders which significantly  
10      alter CONTRACTOR's Statement of Work. Without further Board action, DIRECTOR or Designee may  
11      execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not  
12      collectively increase or decrease by more than 10% the price of said services under this Agreement when  
13      originally executed. Modifications in excess of 10% of the original Agreement price, and modifications that  
14      materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of  
15      Supervisors.

16      CONTRACTOR and DIRECTOR shall make a good faith effort to reach an agreement with respect  
17      to change orders, which affect the price of services under the Agreement. CONTRACTOR's protest or  
18      failure to agree to the amount of any adjustment to be made as a result of a change order shall be a  
19      dispute for which an appeal may be made pursuant to Section 44 of this Agreement. Notwithstanding the  
20      foregoing, the price of services under this Agreement shall not be increased except by written modification  
21      of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties  
22      reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the  
23      change order beyond the limitation of funds established within this Agreement.

24      (b) CONTRACTOR may request changes in the scope of performance or services under this  
25      Agreement, by submitting a written request to DIRECTOR describing the request and its impact on  
26      CONTRACTOR's Proposal, Statement of Work and Budget Schedule. DIRECTOR or Designee will

1 review the request and respond in writing within ten (10) business days. Requests shall be reviewed in  
2 light of all CID program activities. DIRECTOR's or Designee's decision whether to approve the request or  
3 request Board of Supervisors' approval shall be final. DIRECTOR or Designee may approve a request  
4 that meets all of the following criteria:

- 5 (i) The request does not increase or decrease the total amount of the funds allocated for the  
6 individual programs affected by 10% from the amount specified in Exhibit "D" of this  
7 Agreement, when it was originally executed;
- 8 (ii) It does not materially change other terms of this Agreement, and
- 9 (iii) It is supported by adequate consideration to COUNTY.

10 Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not  
11 satisfy all of the criteria listed above.

## 12 **PARTICIPANTS**

13 28. (a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in  
14 the activities and services funded by this Agreement ("participants") in accordance with the standards and  
15 requirements of the Act, including Section 181 of the Act.

16 (b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the  
17 Act, including Section 181 of the Act, and all other applicable codes and regulations.

18 (c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint  
19 Handling Procedures" under the Act, a copy of which is available from the DIRECTOR or Designee.  
20 CONTRACTOR shall advise participants of their right to file complaints under the Act and of the  
21 procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for  
22 handling complaints which is available from the DIRECTOR or Designee alleging a violation of the Act,  
23 regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the  
24 Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

## 25 (d) Nondiscrimination and Compliance Provisions

26 (1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity  
provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the  
Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age

1 Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the  
2 Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order  
3 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41  
4 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive  
5 Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the  
6 State of California and COUNTY have the right to seek judicial enforcement of this requirement.

7 (2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing  
8 Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder  
9 (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair  
10 Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in  
11 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this  
12 Agreement by reference and made a part hereof as if set forth in full.

13 (3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not  
14 deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color,  
15 ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical  
16 condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will  
17 they unlawfully discriminate, harass or allow harassment against any employee or applicant for  
18 employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age,  
19 mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status,  
20 denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation  
21 and treatment of employees and applicants for employment are free from such discrimination and  
22 harassment.

23 (4) CONTRACTOR will include the non-discrimination and compliance provisions of this  
24 Section of the Agreement in all subcontracts to perform work under this Agreement.

25 (5) CONTRACTOR will give written notice of its obligations under this Section of the  
26 Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other  
agreement.

(6) CONTRACTOR shall furnish any and all information requested by DIRECTOR or  
Designee and shall permit DIRECTOR or Designee access, during business hours, to books, records and

1 accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination  
2 requirements.

### 3 **CONFIDENTIALITY**

4 29. (a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where  
5 applicable, maintain the confidential nature of information provided to it concerning participants in  
6 accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to  
7 COUNTY, the State of California and/or the United States Government or their representatives, all records  
8 requested for administrative purposes, including audit, examinations, monitoring and verification of reports  
submitted by CONTRACTOR, costs incurred and services rendered hereunder.

9 (b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer  
10 staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with  
11 CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of  
12 any and all materials and information with which they may come into contact, or the identities or any  
13 identifying characteristics or information with respect to any and all participants referred to CONTRACTOR  
14 by COUNTY, except as may be required to provide services under this Agreement or to those specified in  
15 this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such  
16 audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the  
administration of this Agreement, and as otherwise permitted by law.

17 (c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the  
18 confidentiality requirements of this Agreement.

### 19 **EQUIPMENT**

20 30. All items purchased with funds provided under this Agreement or which are furnished to  
21 CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000),  
22 including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all  
23 items of Equipment purchased vests and will remain in COUNTY as such shall be designated by  
24 DIRECTOR or Designee. The use of such items of Equipment is limited to the performance of this  
25 Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items  
26



1 of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of  
2 DIRECTOR or Designee.

3 CONTRACTOR further agrees to the following:

4 (a) To maintain all items of Equipment in good working order and condition, except for normal wear  
5 and tear.

6 (b) To label all items of Equipment, do periodic inventories as required by DIRECTOR or Designee  
7 and to maintain an inventory list showing where and how the Equipment is being used, in accordance with  
8 procedures developed by DIRECTOR or Designee. All such lists shall be submitted to DIRECTOR or  
9 Designee within ten (10) days of the request therefore. Inventory lists must be maintained for four (4)  
years after final disposition of property.

10 (c) To report in writing to DIRECTOR or Designee immediately after discovery, the loss or theft of  
11 any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a  
12 copy of the police report submitted to DIRECTOR or Designee.

13 (d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment  
14 purchased under this Agreement, in the amount of the full replacement value thereof, providing protection  
15 against the classification of fire, extended coverage, vandalism, malicious mischief and special extended  
perils (all risks) covering the parties' interests as they appear.

16 (e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in  
17 writing, shall require the prior written approval of DIRECTOR or Designee, and shall fulfill the provisions of  
18 this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the  
19 terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment  
20 purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from  
21 DIRECTOR or Designee.

22 (f) The purchase of computer-related and electronic equipment under \$5,000, including, but not  
23 limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved  
24 by DIRECTOR or Designee.

#### 25 **MUTUAL INDEMNIFICATION**

26 31. (a) CONTRACTOR agrees to indemnify, defend with counsel approved in writing by

COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement.

(b) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, and employees harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement.

(c) If judgment is entered against CONTRACTOR by a court of competent jurisdiction because of the active negligence of CONTRACTOR, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

(d) If judgment is entered against COUNTY by a court of competent jurisdiction because of the active negligence of COUNTY/COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

### **INSURANCE**

32. (a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with DIRECTOR or Designee Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with DIRECTOR or Designee during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

(b) All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be

1 responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or  
2 deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain  
3 insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this  
4 Agreement.

5 (c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the  
6 insurance coverage required by this Agreement.

7 (d) The policy or policies of insurance required herein must be issued by an insurer licensed to do  
8 business in the State of California (California Admitted Carrier). If the insurer is not licensed to do  
9 business in the State of California, CEO/Office of Risk Management retains the right to approve or reject  
10 the insurer after a review of the insurer's performance and financial ratings.

11 (e) The policy or policies of insurance required herein must be issued by an insurer with a  
12 minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size  
13 Category)," as determined by the most current edition of the Best's Key Rating Guide/Property-  
Casualty/United States or by going on-line to "ambest.com."

14 (f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
15 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with Broad Form Property Damage Endorsement and Contractual Liability	\$1,000,000 combined single limit per occurrence \$2,000,000 Aggregate
Automobile Liability including all owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

23 (g) All liability insurance required by this Agreement shall be at least \$1,000,000 combined single  
24 limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be  
25 \$2,000,000.  
26

1 (h) The County of Orange, Orange County Workforce Investment Board, and State of California  
2 shall be added as additional insureds on all insurance policies required by this Agreement with respect to  
3 the services provided by CONTRACTOR under the terms of this Agreement (except Workers'  
4 Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of  
5 Orange is an additional insured shall accompany the Certificate of Insurance.

6 (i) All insurance policies required by this Agreement shall be primary insurance, and any insurance  
7 maintained by the County of Orange shall be excess and non-contributing with insurance provided by  
8 these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-  
9 contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability  
and Sexual Misconduct Insurance.

10 (j) All insurance policies required by this Agreement shall give the County of Orange 30 days  
11 notice in the event of cancellation. This shall be evidenced by an endorsement separate from the  
12 Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits  
13 the pre-printed ACORD certificate:

14 **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE**  
15 **EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL**  
16 **30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.**  
17 **~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR~~**  
**~~LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE.~~**

18 (k) All insurance policies required by this Agreement shall waive all rights of subrogation against  
19 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,  
20 officers, agents and employees when acting within the scope of their employment or appointment.

21 (l) The Commercial General Liability policy shall contain a severability of interests clause.

22 (m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which  
23 requires every employer to be insured against liability for Workers' Compensation or be self-insured in  
24 accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall  
25 furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement,  
26

1 statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of  
2 \$1,000,000 per occurrence.

3 (n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)  
4 days of notification by CEO/Risk Management or by DIRECTOR or Designee, award may be made to the  
5 next qualified proponent.

6 (o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
7 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
8 decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect  
9 COUNTY.

10 (p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
11 CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with  
12 DIRECTOR or Designee incorporating such changes within thirty (30) days of receipt of such notice, this  
13 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to  
14 all legal remedies.

15 (q) The procuring of such required policy or policies of insurance shall not be construed to limit  
16 CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this  
17 Agreement.

18 (r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of  
19 Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of  
20 commercial insurance certificates and endorsements.

21 **PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

22 33. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free,  
23 nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials,  
24 data, films, tapes, etc., developed under this Agreement including those covered by copyright. The  
25 COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such  
26 materials. Further, the COUNTY, Federal, and State governments shall have access to any report,  
preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain

ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

### **INTELLECTUAL PROPERTY**

34. (a) Federal Funding. In any Agreement funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### **(b) Ownership.**

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(i) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced,

1 photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion  
2 pictures, digital images, animation cells, and other audiovisual works including positives and negatives  
3 thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any  
4 other materials or products created, produced, conceptualized and fixed in a tangible medium of  
5 expression. It includes preliminary and final products and any materials and information developed for  
6 the purposes of producing those final products. "Works" does not include articles submitted to peer  
7 review or reference journals or independent research projects.

8 (3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of  
9 its Intellectual Property in existence prior to the effective date of this Agreement. In addition,  
10 under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual  
11 Property in existence prior to the effective date of this Agreement. Except as otherwise set forth  
12 herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter  
13 existing for any purposes without the prior written permission of COUNTY. Except as otherwise set  
14 forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to  
15 its Intellectual Property to the other Party. If, during the term of this Agreement, CONTRACTOR  
16 accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to  
17 abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license  
18 agreement.

19 (4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining  
20 COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against  
21 third parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements  
22 or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the  
23 terms of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34)  
24 (a) through thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning  
25 and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made,  
26 conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and  
which result directly or indirectly from this Agreement or any subcontract.

1 (5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this  
2 Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of  
3 paragraph thirty three a) through thirty-four i) of the Intellectual Property Provisions in all agreements  
4 and subcontracts it enters into with other parties does not apply to agreements or subcontracts that  
5 are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

6 (6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable  
7 respects, and execute all documents and, subject to reasonable availability, give testimony and take  
8 all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's  
9 Intellectual Property rights and interests.

10 (c) Retained Rights/License Rights.

11 (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by  
12 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement,  
13 CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property  
14 is in existence prior to the effective date of this Agreement.

15 CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent,  
16 non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use,  
17 reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately  
18 display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to  
19 sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the  
20 Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and  
21 interest in the Intellectual Property as set forth herein.

22 (2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using  
23 any ideas, concepts, know-how, methodology or techniques related to its performance under this  
24 Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark  
25 rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or  
26 default of any provisions of paragraphs thirty three (a) through thirty-four (i) or result in a breach of  
any provisions of law relating to confidentiality.

(d) Copyright.



1 (1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in  
2 Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in  
3 connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for  
4 hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in  
5 connection with the performance of this Agreement will be a "work made for hire," whether that person  
6 is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR  
7 to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i)  
8 all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright  
9 Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made,  
10 conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result  
11 directly or indirectly from this Agreement.

12 (2) All materials, including, but not limited to, computer software, visual works or text,  
13 reproduced or distributed pursuant to this Agreement that include Intellectual Property made,  
14 conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result  
15 directly or indirectly from this Agreement may not be reproduced or disseminated without prior written  
16 permission from COUNTY.

17 (e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of  
18 this Agreement, which did not result from research and development specifically included in the  
19 Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under  
20 paragraph thirty three (c) for devices or material incorporating, or made through the use of such  
21 inventions. If such inventions result from research and development work specifically included within  
22 the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional  
23 compensation, all its right, title and interest in and to such inventions and to assist COUNTY in  
24 securing United States and foreign patents with respect thereto.

25 (f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its  
26 performance of this Agreement shall not be dependent upon or include any Intellectual Property of  
CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii)  
granting to or obtaining for COUNTY's, without additional compensation, a license, as described in

1 paragraph thirty-four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence  
2 prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and  
3 COUNTY determines that the Intellectual Property should be included in or is required for  
4 CONTRACTOR's performance of this Agreement, CONTRACTOR shall obtain a license under terms  
5 acceptable to COUNTY.

6 (g) Warranties.

7 (1) CONTRACTOR represents and warrants that:

8 (i) CONTRACTOR has secured and will secure all rights and licenses necessary for  
9 its performance of this Agreement.

10 (ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by  
11 either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale,  
12 offer to sell, import, export, modification, public and private display/performance, distribution, and  
13 disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by  
14 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement will infringe  
15 upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or  
16 interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by,  
17 any state, the United States, or any foreign country. There are currently no actual or threatened  
18 claims by any such third party based on an alleged violation of any such right by CONTRACTOR.

19 (iii) Neither CONTRACTOR's performance nor any part of its performance will violate  
20 the right of privacy of, or constitute a libel or slander against any person or entity.

21 (iv) CONTRACTOR has secured and will secure all rights and licenses necessary for  
22 Intellectual Property including, but not limited to, consents, waivers or releases from all authors of  
23 music or performances used, and talent (radio, television and motion picture talent), owners of any  
24 interest in and to real estate, sites locations, property or props that may be used or shown.

25 (v) CONTRACTOR has not granted and shall not grant to any person or entity any  
26 right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in  
this Agreement.

1 (vi) CONTRACTOR has appropriate systems and controls in place to ensure that  
2 state funds will not be used in the performance of this Agreement for the acquisition, operation or  
3 maintenance of computer software in violation of copyright laws.

4 (vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other  
5 charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way  
6 CONTRACTOR's performance of this Agreement.

7 (2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY  
8 RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK,  
9 COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

10 (h) Intellectual Property Indemnity.

11 (1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its  
12 licensees and assignees, and its officers, directors, employees, agents, representatives, successors,  
13 and users of its products, ("Indemnities") from and against all claims, actions, damages, losses,  
14 liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from  
15 any and all actions or claims by any third party or expenses related thereto (including, but not limited  
16 to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as  
17 a witness in, or defending against, any such claim action, or proceeding, commenced or threatened)  
18 to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any  
19 pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of  
20 any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to  
21 Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or  
22 alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to  
23 sell, distribution, import, export, modification, public and private performance/display, license, and  
24 disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by  
25 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity  
26 obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or  
copyright registration that was issued after the effective date of this Agreement. COUNTY reserves

1 the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action  
2 brought against COUNTY.

3 (2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under  
4 this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will  
5 exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed  
6 Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall  
7 have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any  
8 such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for  
9 COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed  
10 Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing  
11 provided that such replacement or modification is functionally equivalent to the original licensed  
12 Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a  
13 refund of all monies paid under this Agreement, without restriction or limitation of any other rights and  
14 remedies available at law or in equity.

15 (3) CONTRACTOR agrees that damages alone would be inadequate to compensate  
16 COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a)  
17 through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer  
18 irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable  
19 relief, including without limitation an injunction, from a court of competent jurisdiction, without  
20 restriction or limitation of any other rights and remedies available at law or in equity.

21 (i) Survival. The provisions set forth herein shall survive any termination or expiration of this  
22 Agreement or any project schedule.

### 23 CORPORATE STATUS

24 35. All corporate CONTRACTORS shall be registered with the California Secretary of State and  
25 shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board,  
26 or Internal Revenue Service. Any change in corporate status or suspension shall be reported by  
CONTRACTOR immediately in writing to DIRECTOR or Designee.

1                   **STANDARDS OF CONDUCT**

2                   36. (a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in  
3 order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable  
4 or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain  
5 personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this  
6 Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by  
7 prejudice, bias, special interest or desire for personal gain.

8                   (b) Employment of Former State Employees. CONTRACTOR will ensure that any of its  
9 employees who were formerly employed by the State of California or the County of Orange, in a position  
10 that could have enabled such individuals to impact policy regarding or implementation of programs  
11 covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant  
12 to this Agreement for a period of not less than two (2) years following the termination of such employment.

13                   (c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any  
14 executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment  
15 in programs provided by, or employment with, CONTRACTOR.

16                   (d) Conducting Business Involving Close Personal Friends and Associates. Executives and  
17 employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be  
18 exerted by personal friends and associates and, in administering this Agreement, will exercise due  
19 diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to  
20 friends and associates.

21                   (e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR,  
22 elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any  
23 other consideration from a third person, for the performance of an act reimbursed in whole or part by  
24 CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement  
25 funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB  
26 will cast a vote on the provision of services by that member (or any organization which that member  
represents) or vote on any matter which would provide direct financial benefit to that member or any  
business or organization which the member directly represents.

1                   **SWEATFREE CODE OF CONDUCT**

2                   37. All CONTRACTORs contracting for the procurement or laundering of apparel, garments or  
3                   corresponding accessories, or the procurement of equipment, materials, or supplies, other than  
4                   procurement related to a public works contract, declare under penalty of perjury that no apparel, garments  
5                   or corresponding accessories, equipment, or supplies furnished to the sweatshop labor, forced labor,  
6                   convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children  
7                   in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the  
8                   Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website  
9                   located at www.dir.ca.gov, and Public Contract Code Section 6108.

10                  The CONTRACTOR agrees to cooperate fully in providing reasonable access to the  
11                  CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by  
12                  authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of  
13                  Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the  
14                  Sweatfree Code of Conduct.

15                   **DRUG FREE WORKPLACE**

16                  38. CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached  
17                  hereto as Exhibit "E" and incorporated herein by this reference.

18                   **DEBARMENT**

19                  39. CONTRACTOR shall execute and abide by the Debarment & Suspension Certification  
20                  attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is  
21                  not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State  
22                  assistance programs in accordance with 29 C.F.R. Part 98.

23                   **SECTARIAN ACTIVITIES**

24                  40. CONTRACTOR agrees that this Agreement will not provide for the advancement or  
25                  aid to any religious sect, church or creed for a purpose that is sectarian in nature, nor will it help  
26                  to support or sustain any school, college, university, hospital or other institution controlled by any  
27                  religious creed, church, or sectarian denomination. However, in accordance with Presidential  
28                  Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also provide and

1 promote equal treatment to all faith-based organizations in administering its federally-funded  
2 activities.

### 3 LITERATURE

4 41. Any literature distributed by CONTRACTOR for the purpose of apprising businesses,  
5 participants, or the general public of its programs under this Agreement shall state that its programs are  
6 supported by the County of Orange and the Orange County Workforce Investment Board, and shall state  
7 that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are  
8 available upon request to individuals with disabilities."

### 9 LOBBYING

10 42. (a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding  
11 Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference.  
12 CONTRACTOR shall complete and immediately forward to DIRECTOR or Designee the "Disclosure Form  
13 to Report Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this  
14 reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf,  
15 engaged or engages in lobbying any federal officer, employee, elected official or agency with respect to  
16 this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.

17 (b) CONTRACTOR agrees that the funds provided herein shall not be used to promote,  
18 directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

### 19 BREACH - SANCTIONS

20 43. If, through any cause, CONTRACTOR violates any of the terms and conditions of this  
21 Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if  
22 CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall  
23 promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result  
24 thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1)  
25 immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or  
26 remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as  
determined by DIRECTOR or Designee to be due COUNTY from CONTRACTOR, by offsetting or debiting  
from current claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay

1 same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance  
2 with Section 44 herein. DIRECTOR or Designee shall give CONTRACTOR written notice of any action  
3 pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

#### 4 **DISPUTES**

5 44. Except as otherwise provided in this Agreement, any dispute concerning any question arising  
6 after the commencement of this Agreement shall be decided by DIRECTOR. In such a case, DIRECTOR  
7 shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The  
8 decision of DIRECTOR shall be final and conclusive unless within thirty (30) calendar days from the  
9 mailing or delivery of such copy, DIRECTOR receives from CONTRACTOR a written request to appeal  
10 said decision to the COUNTY Board of Supervisors. Pending final decision of the appeal, CONTRACTOR  
11 shall act in accordance with the written decision of DIRECTOR.

#### 12 **TERMINATION**

13 45. (a) DIRECTOR or Designee may terminate this Agreement without penalty immediately with  
14 cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be  
15 deemed served on the date of mailing. Cause shall be defined as any breach of contract, any  
16 misrepresentation or fraud on the part of the CONTRACTOR. Exercise by DIRECTOR or Designee of the  
17 right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.

18 (b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with DIRECTOR or  
19 Designee in the orderly transfer of service responsibilities, active case records, pertinent documents and  
20 all equipment or materials purchased with COUNTY funds.

#### 21 **TOTAL AGREEMENT**

22 46. This Agreement, together with the attachments hereto, expresses the total understanding of  
23 the parties. There are no oral understandings of the parties or terms and conditions other than as are  
24 stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions  
25 included in this Agreement.

#### 26 **CHILD SUPPORT ENFORCEMENT**

47. In order to comply with child support enforcement requirements of the County of Orange,  
CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only



1 providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of  
2 award of contract.

3 Failure of CONTRACTOR to timely submit the data and/or certifications required above or to  
4 comply with all federal and state reporting requirements for child support enforcement or to comply with all  
5 lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a  
6 material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from  
7 COUNTY shall constitute grounds for termination of this Agreement.

8 **EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

9 48. CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting  
10 Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

11 **NOTICES**

12 49. All notices, reports and correspondence between the parties hereto respecting this  
13 Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as  
14 follows:

15 **COUNTY:** OC Community Resources  
16 OC Community Services / Community Investment Division  
17 1300 S. Grand Ave. Bldg. B, 3<sup>rd</sup> Fl.  
18 Santa Ana, CA 92705

19 and

20 **CONTRACTOR:** Coast Community College District  
21 1307 Adams Ave.  
22 Costa Mesa, CA 92626

23 **GOVERNING LAW AND VENUE**

24 50. This Agreement has been negotiated and executed in the state of California and shall be  
25 governed by and construed under the laws of the state of California. In the event of any legal action to  
26 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent

1 jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to  
2 the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the  
3 parties specifically agree to waive any and all rights to request that an action be transferred for trial to  
4 another County.

5 **WAIVER**

6 51. No delay or omission by either party hereto to exercise any right or power accruing upon any  
7 noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair  
8 any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of  
9 any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be  
10 a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein  
11 contained.

12 **PUBLICITY**

13 52. Information and solicitations, prepared and released by CONTRACTOR, concerning the  
14 services provided under this Agreement, shall state that the program, wholly or in part, is funded by the  
15 County of Orange and the Orange County Workforce Investment Board.

16 **CALENDAR DAYS**

17 53. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days,  
18 respectively, unless otherwise expressly provided.

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**IN WITNESS WHEREOF**, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

"COUNTY OF ORANGE a political subdivision of the  
State of California"

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Steve Franks,  
Director, OC Community Resources

"CONTRACTOR"\*

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

APPROVED AS TO FORM:

COUNTY COUNSEL  
County of Orange

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**GENERAL PROGRAM REQUIREMENTS  
REGIONAL VETERANS SERVICES COLLABORATIVE (RSVC)**

**Contractor: Coast Community College District**

**1. Project Summary:**

- A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.
- B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.
- C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.
- D. Governance References

**1. Workforce Investment Act**

- a. Workforce Investment Act of 1998
- b. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. – Workforce Investment Act; Final Rules The Regulations define the One-Stop Delivery System as:

A system under which entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

(20 CFR, PART 652, §662.100)

- c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA
- d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, such as MIS Policies and Procedures, Monitoring Guide Policy and Procedures, Audit Requirements Policy and Procedure, Selective Service Policy and Procedure. And EO/Grievance & Complaint Handling Procedures.

## **2. Orange County One-Stop System**

Contractor agrees to partner and to provide access to services provided by the mandated WIA One Stop Partners as described in the Act as well as any additional partners identified by the OCWIB or the Orange County Board of Supervisors.

## **3. One-Stop Principles**

Contractor agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

- A. **Streamline services** through an integration of multiple programs, including Wagner-Peyser and WIA, at the service level through One-Stop service centers;
- B. **Empower individuals** with information and resources they need to manage their own careers;
- C. **Employer Services** that recognize business as a customer as well as a source for jobs leading to meaningful employment.
- D. **Universal access** for all job seekers to a core set of career decision-making and job search tools;
- E. **Increase accountability** of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;
- F. **State and local flexibility** to ensure that delivery systems are responsive to the needs of individual communities; and
- G. **Strong role for local boards** and the private sector to impact the design and operation of delivery systems.

**Statement of Work**  
**Regional Veterans Services Collaborative (RVSC)**  
**Coast Community College District**

**I. COORDINATION**

- A. Service Delivery:** To comply with the requirements of this Agreement, Contractor must effectively and efficiently deliver various workforce development services to recently separated Veterans that have been discharged from the armed forces within the last four years as well as Veterans with disabilities and those with other barriers to stable employment. In order to accomplish this, Contractor shall maintain and continue to improve the current system of service delivery by clearly demonstrating positive outcomes. The Contractor shall provide outreach, recruitment, assessment, case management, job placement and follow-up services to ensure the long-term success of the Veterans served in this program.

Many Veterans experience difficulties in obtaining employment at a sustainable wage. They often have to take jobs in which they are underemployed and that have a minimal prospect for career advancement. Part of this is due to the inability of Veterans to identify the transferable skills they learned through their recent experience in the military in a way that prospective employers would understand. Another contributing factor is the fact that Veterans often have little to no experience in knowing how to find a job in the business sector. Since they have been employed by the military for a number of years, they often do not have any type of resume nor do they know how to create one. Services are needed to help Veterans "translate" their military skills into business language, learn job seeking skills, practice interviewing skills and adjust their verbal and written communication skills to the private sector.

- B. WIA is not an Entitlement Program:** Selection for a customer's participation in the RVSC is a decision that is based on an assessment of the Veteran's needs, interests, abilities, motivation, and their prospects for successfully completing the program, available funding levels and the local priority of service policy.

**II. SERVICE GUIDELINES**

- A. Target Population:** The purpose of this Agreement is to provide employment and training related services to recently separated Veterans who have been discharged from the armed forces within the past four years as well as Veterans with disabilities and those with other barriers to stable employment.

These Veterans have a wide range in age, represent the ethnical diversity of Los Angeles and Orange Counties, and have varying levels of education and occupational skills. Previous occupations held by these Veterans will range from unemployed to fast food worker to doctors and lawyers. Many recently separated Veterans will be looking for employment either because they had to close their small business to serve their country, quit their job before deploying for Iraq or Afghanistan, or are returning to their old jobs with a new set of skills and a different career focus from their military experiences.

It is anticipated that Veterans entering this program will have a variety of barriers to employment. This might include unfamiliarity with the job seeking system, lack of education, physical health issues, adverse criminal justice system involvement and homelessness that prevents them from successfully obtaining productive employment. Many Veterans may

also have alcohol and substance abuse issues that need to be addressed prior to employment. Likewise, the Veteran may have behavioral issues such as anger, depression, anxiety, low self esteem, and post traumatic stress disorder (PTSD).

- B. Collaborative Partner Services:** Contractor shall facilitate working relationships and manage collaborative partnerships with other agencies, including Pacific Gateway Workforce Investment Network (PGWIN) that will enhance the delivery of services to Veterans. Partner agencies provide various services to customers including, but not limited to, access to housing, transportation, child care, and community resources such as food, emergency funds, utilities and clothing. These needed services shall be provided by Community Based Organizations, Faith Based Organizations, and Governmental Agencies located throughout Los Angeles and Orange Counties. The RVSC will rely on the active collaboration of these public and non-profit organizations to augment the training and educational components that will provide the foundation for re-entry into the workforce.
- C. Continuous Quality Improvement:** The RVSC's goal is to work towards making consistent and continuous improvement in all aspects of service delivery, thereby having a positive effect on System performance. Improvement will be facilitated by the Contractor through a constant review of policies and procedures, increased sensitivity to the needs of customers, improvement in the level of knowledge of partner services, identification and fulfillment of training needs and through the implementation of best practices. It is in this effort that the Contractor will utilize the Virtual One-Stop (VOS) System as a Pilot Project to evaluate it's effectiveness as compared to the current system that is in place.

### III. SERVICES

- A. Services Provided to Veterans:** Contractor shall provide the services described to those who can benefit from and who are in most need of such services, as appropriate, and within the funding and eligibility guidelines. Specialized workforce development services shall be designed to meet the unique needs of the recently-separated and other Veteran populations. Services can be broken down into three basic categories:
  - 1. Recruitment and Enrollment:**
    - a.** Contractor shall be physically located at the Veterans Service Center, Joint Forces Training Base (JFTB) at Los Alamitos.
    - b.** Contractor shall conduct and participate in ongoing meetings with JFTB personnel to ensure the smooth operation of the Center. Contractor shall cultivate feedback from on-base personnel to ensure the Center is meeting the needs of both the recently-separated and other Veterans as well as the needs of the JFTB. Service strategy shall be modified, as necessary and appropriate with the consent of the Administration office..
    - c.** In coordination with Base Command, Contractor shall staff the Veterans Service Center. The Center shall be open during regular business hours, Monday to Friday, 8-5, allowing Veterans access to employment and training related services. Staff shall also be available during the National Guard Reservist weekends. Staff shall adjust week work schedule and not exceed regular full-time hours to accommodate coverage.

- d. Contractor shall conduct individual and group informational orientation sessions to Veterans at the JFTB. Orientations shall be made available at JFTB and shall identify services available on-site and through the One-Stop System.
  - e. Contractor shall provide information to personnel from the other branches of the military that provide services through the JFTB to also provide services to their Veterans, as appropriate.
  - f. Contractor shall provide orientation on industry specific occupations. Contractor shall provide Labor Market Information and career path information on emerging occupations.
  - g. Contractor, along with collaborative partners, including PGWIN, and the local Veterans employment representatives, shall develop a coordinated marketing campaign designed to enhance ongoing recruitment and outreach efforts.
  - h. Contractor, along with collaborative partners, shall develop material to promote the RVSC with local employers and businesses to generate additional support in hiring Veterans in conjunction with Business Services staff at the One-Stop Centers. BSC staff shall be utilized, based on industry clusters assigned to them, to insure that BSC staff has access to Veteran job seekers.
  - i. Contractor shall provide brochures to Base personnel and EDD Veterans Services staff to be used in informational packets and mailings to recently-separated and other Veterans.
  - j. Contractor shall insure that all outreach and recruitment materials are approved by the OCWIB prior to publication. Refer to State Directives 07-06, 03-12, Informational Notice 04-OCWDA-04 and any subsequent updates and/or revisions for specific information regarding accessibility information to include on all printed materials.
  - k. Contractor, in collaboration with Pacific Gateway, shall participate in a minimum of two Veterans' Job Fairs during the term of the project. Contractor shall effectively maximize the press opportunities offered around Veteran's Day in November. Contractor shall provide information about services available, assistance with job search activities and details concerning other federal, state and local social services to which the participating Veterans may be entitled.
  - l. Contractor shall target homeless shelters and transitional living sites to provide program information. Contractor shall conduct outreach to the Veterans Administration, AMVETS other Veteran's community groups, as well as the County of Orange Veterans Services Office and will report/track on outcomes.
  - m. Initial Assessment: Contractor shall conduct an online O\*NET-based job skills Assessment. The Assessment shall match military education and job training with current civilian workplace needs through a crosswalk search of its comprehensive database of occupational skills, knowledge, and other occupational characteristics. The depth of the Assessment may vary depending on the needs, and the nature of personal and employment barriers of the Veteran.
- 2. Work Readiness:**
- a. Individualized Employment Plan (IEP): Following completion of the Initial Assessment, Case Manager and Veteran, shall develop a VOS-based IEP. The



IEP shall address basic needs (housing, transportation, food, clothing, behavioral health/substance abuse counseling), motivation issues, work history, previous education/training, income requirements, barriers to employment, and needed supportive services.

As the needs of the Veteran change, the IEP shall be modified to reflect these changes. Since the approach to case management is to provide individualized attention, the Veteran's changing needs shall be identified quickly. A revised action plan shall be developed along with detailed progress notes indicating how those needs are being met. Post-employment services shall be documented on the IEP, including job retention strategies and other needed follow-up services.

- b. **Comprehensive Case Management:** The Contractor shall provide case management services to all Veterans enrolled through the RVSP. Case management is considered a key component of service delivery and critical to the ultimate success of the Veteran. Case management is necessary to assure that all of the needs of the Veteran are met and that information is collected and reported. Contractor and all partners shall use the VOS for Veteran case management. Training and technical assistance related to using the VOS System will be provided to the Contractor.

If a Veteran is enrolled in more than one funding stream, differentiated service provided for each program shall be documented and justified. All co-enrollment must be in concurrence with the OCWIB's Co-Enrollment Policy as referenced in Informational Notice 08-OCWDA-24. Veterans who are currently enrolled through Agreement 16-V-08, upon termination of said Agreement, shall not automatically be enrolled in RVSC. Veterans shall receive services within the timelines of each specific grant.

The responsibilities of Case Manager are as follows:

- i. Case Manager shall contact Veterans at least one time per month and a substantial service shall be provided and documented in the VOS. Services shall include, but are not limited to: staff-assisted job development, case management and short term pre-vocational services.
- ii. Case Manager shall be responsible for tracking the Veteran's progress, assistance with identifying and overcoming any barriers, providing career and motivational counseling, acting as an advocate on behalf of the Veteran and making other referrals for services and other resources that are identified in the IEP.
- iii. Case Manager shall assist the Veteran in improving job seeking skills such as interviewing skills, utilizing job search engines, and communicating effectively with potential employers.
- iv. Case Manager shall use the information collected for input into the VOS System.
- v. Case Manager shall monitor all program offerings and ultimately performance outcomes.
- vi. Case Manager shall be responsible for assisting the Veteran in obtaining and retaining employment.

- vii. Case Manager shall provide access to specialized job readiness workshops such as: Resume Creation and Critique, Interviewing Techniques, Job Search Techniques, Dressing for Success, and Workplace Etiquette.
- viii. Case Manager shall provide access to electronic job search tools, self-help references and labor market information. This information shall be used to direct Veterans into high wage, high growth careers relevant to their surrounding job market so that training dollars are used in the most effective manner. Information shall be coordinated with BSC by industry clusters.
- c. Supportive Services Coordination: Contractor shall identify and provide supportive services and/or referrals as appropriate. Supportive services shall include, but are not limited to transportation, clothing, childcare and other costs that may be a barrier to an individual's job search, training or placement. Supportive services shall only be issued after a need has been identified and when no other funding is available to pay for such services. The Contractor shall be responsible for managing the provision of supportive services in as cost efficient manner as possible to ensure fair distribution and non-duplication of resources and services. Contractor shall adhere to all requirements specified in OMB circular A-87(c) (1) as well as Informational Notice 04-OCWIA-15.
- d. Disability Program Navigator: Contractor shall send appropriate Veterans to the One-Stop Disability Program Navigator (DPN). The DPN provides the Orange County region with the necessary tools to begin to effectively respond to the needs of people with disabilities. Operating out of the Orange County One-Stop Center, the DPN facilitates access to programs and services that support the efforts of individuals with disabilities seeking employment. These services and supports help disabled individuals achieve financial independence and self-sufficiency through employment.
- e. Training: Contractor shall be responsible for referring each Veteran to the most appropriate training activity for the individual as determined from the assessment and the documented statements in the IEP. It is estimated that 53% of the Veterans enrolled through the RVSC shall receive training. Various options for training shall be explored so an informed choice can be made that will ultimately lead toward attainment of a diploma or credential, job placement and successful job retention.

The categories below list the training services that may be made available to individuals showing an assessed need:

- i. Occupational Skills Training is offered through Individualized Training Accounts (ITA). ITAs permit a wide range of choices to Veterans and are locally monitored to offer training in only demand occupations.

An ITA shall be issued only after being approved by the County. The OCWIB has established a current cap of \$6,500 for all ITAs. The approved training vendor may provide only the specified training outlined on the training approval, which is to pay the costs of tuition, books and other required training materials. This training may include Technical Based Training (ie. Distance Learning). The training vendor is responsible for providing this training and ensuring that the Veteran develops the needed competencies to be employed in the specific field. All other needs of the Veteran shall be met

through the Case Manager. It is critical that the Veteran receives any counseling, supportive services or other assistance they might need in order to have successful completion of training, followed by successful placement into unsubsidized employment. Contractor shall monitor Veterans' attendance and progress in all training activities.

- ii. Contractor may also provide, either in-house, or through referral, classroom training, remedial education, adult education, ROP, literacy and bilingual training, and institutional skills training.
- iii. Contractor shall seek other non-WIA funded training, whenever possible, and shall use these sources to offset WIA funds where applicable.

### **3. Employment and Follow-up:**

- a. Contractor shall work with Veterans to ensure their resume is updated with information about recently-acquired training and employment experience.
- b. Contractor shall work with Veterans to prepare them to interview successfully and to follow-up with the Veteran after the interview to provide feedback on how to strengthen verbal responses to interview questions.
- c. Contractor shall provide job development services to assist Veterans in obtaining gainful employment that allows them to attain financial independence and successful integration into the community. Contractor shall work with area businesses to identify employment opportunities in particular companies that target the recruitment of Veterans. Additionally, Contractor shall encourage and support the hiring of Veterans in the industry clusters identified as high-growth and high-demand.
- d. After job placement, Contractor shall assist the Veteran and their respective employers with job retention. Contractor shall provide follow-up activities, as needed, and document any services provided in the case notes of the client file. The purpose of these follow-up services and activities is to ensure that exited Veterans have overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment and self-sufficiency.
- e. During the retention period, Contractor shall ensure that the Veteran remains employed and if they lose their job during this time, shall immediately work with the Veteran so they can secure new employment. Contractor shall provide one-on-one counseling during follow-up contacts that focus on identifying and eliminating any barriers that may be preventing the Veteran from successfully retaining a job. Veterans shall be encouraged to attend workshops related to skill enhancement, job retention, and fostering and attaining self-sufficiency.

## **IV. SERVICE STANDARDS**

- A. Caseloads:** Contractor shall provide .75 FTE Workforce Specialists who shall be dedicated to Veterans enrolled in RVSC. Workforce Specialists shall have expertise in working with the Veteran population.
- B. Hours of Operation:** One-Stop Centers shall be open, at minimum, from 8:00 am to 5:00 pm Monday through Friday. The Veterans Service Center at the JFTB shall also be open

and available during hours that allow reservists access to employment and training related services. In coordination with Base Command, Contractor shall staff the Veterans Service Center during the National Guard reservist weekends. Additional hours may be imposed as necessary to fulfill contract performance.

**C. Observed Holidays:**

County offices shall be closed for the following holidays in 2009 and 2010.

- New Years Day
- Martin Luther King, Jr. Day
- Abraham Lincoln's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day and the Day After
- Christmas Day

**D. File Maintenance and Documentation:** An electronic VOS case file shall be maintained for every enrolled Veteran. At a minimum, the case file shall include:

1. Program eligibility/determination of need;
2. Source documents for validation (or certification by staff);
3. Initial and Comprehensive Assessments; as necessary
4. IEP, including all updates of services provided and completed;
5. Progress reports, time and attendance if receiving WIA and non-WIA funded training (including short-term pre-vocational training);
6. Case notes.

**E. Confidentiality:** Contractor shall agree to the following:

1. All applications and individual records related to services provided under this Agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. The sharing of individual and client information necessary for provision of services under this Agreement; i.e.: assessment; case management notes; program or training referral; job development, placement or follow-up activities; and other services as needed for employment or program support purposes, constitutes a valid use of such information.
2. No person or employee shall otherwise publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to RVSC applicants, participants, or customers.
3. Contractor shall abide by the current confidentiality provisions of respective statutes and share information necessary for the administration of programs operated through the One-Stop System.

**F. Printed Material:** Printed material and other information shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers should be removed so that all visitors to the One-Stop feel welcome and can benefit from the experience. Any printed material and/or marketing material shall be submitted to the OCWIB for approval, prior to use. Printed Material shall be a collaborative effort between Contractor and Pacific Gateway.

**G. Notice and Communication Requirements:**

1. Where materials indicate that the Contractor may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the Contractor shall be identified. If the Contractor does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) shall be used as an alternative. [29CFR Part 37; WSD 07-06]
2. For information and services accessed electronically, Contractor shall establish a procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD 07-06]
3. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following tag line:

*'This WIA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities'.* [29 CFR Part 37; WSD 07-06]

4. Contractor shall provide reasonable accommodations to participants in need of special assistance to attend meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the Contractor. Contractor shall include the following tag line on all flyers, notices and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the Contractor.

*If you need special assistance to participate in this \_\_\_\_\_ (meeting, workshop, etc.), call \_\_\_\_\_ or the TDD at (1-800/735-2922). Please call 48 hours in advance to allow Staff to make reasonable arrangements to ensure accessibility to this \_\_\_\_\_ (meeting, workshop etc.)* [28 CFR 35.102-35.104 American Disabilities Act Title II]

**H. Collaborative Partner Relations:** In order to ensure effective and efficient service delivery by all partnering agencies under the RVSC, all associated staff shall meet on a quarterly basis to discuss project operations, share information and best practices, review outcomes and discuss methods for improving service delivery to the Veteran population in Southern California.

**V. PERFORMANCE**

**A. Performance Measures:** The Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided. The Contractor shall agree to meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams received in the operation and administration of the project. At a minimum, Contractor shall meet all performance measures outlined in Exhibit C of this Agreement.

Contractor's performance statistics shall be evaluated and are expected to meet or exceed the performance targets on a quarterly basis.

1. Performance on new participant enrollments shall be assessed by comparing the Contractor's planned versus actual year to date cumulative new numbers.
  2. Performance on required follow-up shall be measured on a quarterly basis.
  3. Performance on the mandated measures shall be evaluated quarterly.
- B. Internal Monitoring:** Contractor shall be responsible for on-going internal monitoring of the Veteran's program funded under this Agreement to ensure compliance with legislation, regulations, bulletins and directives. Results of internal monitoring must be in writing and must be available to OCWIB staff, upon request. Internal monitoring shall include, but is not limited to the following:
1. Review of all VOS files to determine that eligibility criteria have been met.
  2. Random VOS file review for IEP updates, case note documentation, attendance verification, placement verification, supportive service documentation and delivery, and post placement follow-up.
  3. Review of gaps in service delivery.
  4. Ongoing review of participant rosters to ensure accuracy of data.
  5. Verification of customer's attendance, performance and employment information.
- C. Corrective Action Plans:** Performing at or below the contract level on a monthly basis on any individual performance measure shall be subject to the following corrective action:
1. Assessment of the causes of the low performance;
  2. Development and implementation of an appropriate Corrective Action Plan to raise performance; and
  3. Monitoring of subsequent performance to assess the impact of the Corrective Action Plan;
  4. Contractor's performance trends and Corrective Action Plans shall be critical to decisions regarding contract renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of the Agreement with the County of Orange.
- D. Common Measures:** Contractor shall implement Common Measures as defined in TEG 17-05, Informational Notice 07-OCWDA-12 and any subsequent updates and/or revisions.
- E. Compliance:** All funds are subject to their related Federal, State and Local statutory and regulatory requirements. These requirements are detailed in governing documents that include, but are not limited to, the WIA and its associated federal regulations, including Title 29 of the Code of Federal Regulations, State and Federal WIA directives, OMB Circulars, and OCWIB Informational Notices, as applicable.

## VI. DELIVERABLES

- A. Deliverables:** Limited funding and limited fund life requires that expenditures and participant information be reported in a timely and accurate manner, so that inefficiencies can be identified, and unanticipated fund balances can be determined and reallocated to the

best possible use. Contractor shall submit monthly reports of expenditure data. Performance data, including expenditures, shall be reviewed monthly and beginning with second quarter data, shall be used for making comparisons, assessing performance and reallocating funds.

- B. MIS Submission/Reporting:** Contractor shall adhere to MIS procedures for data entry, timelines and reporting requirements, as applicable. All data entry shall be completed by the thirteenth (13<sup>th</sup>) of each month for the previous month's activities. Contractor shall be responsible for data verification and contract performance compliance.
- C. Invoices:** Monthly invoices are due to the OCWIB by the twentieth (20<sup>th</sup>) day following the month being reported.
- D. In-Kind Contribution:** Contractor shall track in-kind and/or cash match on a monthly basis. The amount of this contribution shall be indicated on Exhibit D.
- E. Monthly Project Report:** Contractor shall submit a Monthly Project Report no later than the 4<sup>th</sup> of each month for the previous month. (Reports are due to EDD on the 5<sup>th</sup>.) The Report shall include: (1) Accrued expenditures to date; (2) Participants enrolled to date; (3) Brief summary of project activities; and (4) Constraints or other barriers encountered that impeded your ability to meet project goals.
- F. Evaluation:** WIA Sections 134 and 136 (e) provide for the ongoing evaluation of workforce investment activities. Evaluation of Statewide activities allows the State to determine the effectiveness of the Governor's 15 Percent funds in addressing the identified statewide needs. As a result, the State may pursue a statewide evaluation of the projects awarded. In the event that a statewide evaluation is implemented, the Contractor shall be required to participate in that evaluation by providing requested data and information.

**WIA PERFORMANCE**  
**Regional Veterans Services Collaborative (RVSC)**  
**PY 2009 AND 2010**

<i>Enrollment and Cost Matrix</i>			
<i>Part 1a - Participant Information.</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Total</i>
<i>A. Total planned enrollments:</i>	33	33	66
<i>B Total planned entered employments:</i>	24	25	49
<i>C. Total planned retained employments:</i>	17	21	38
<i>D. Total planned trainees:</i>	8	12	20

<i>Part 1b - Cost Information</i>		
<i>(A)</i>	<i>(B) Costs calculated using only amount requested in this proposal</i>	<i>(C) Costs calculated using all resources available to the project</i>
<i>A. Cost per participant</i>	\$3,954.54	\$5,213.63
<i>B. Cost per entered employment</i>	\$5,326.53	\$7,022.45
<i>C. Cost per retained employment</i>	\$6,868.42	\$9,055.26
<i>D. Cost per trainee</i>	\$13,050	\$17,205.00

<i>Performance Goals</i>	<i>Planned Adult Goals</i>	<i>Planned Dislocated Worker Goals</i>
<i>A. Entered Employment Rate</i>	71%	73%
<i>B. Retention Rate</i>	74%	80%
<i>C. Average Earnings</i>	\$12,500	\$15,900



# WIA ADULT PARTICIPANT PLAN

Adult ☒

Dislocated Worker ☐

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year		01/09	2/09	3/09	4/09	5/09
1 Total Participants Registered		0	0	0	1	2
<b>2. Program Services</b>						
a. Core Services/Intensive Services	0	0	0	0	1	2
b. Training Services	0	0	0	0	0	0
c. Follow-up Services after Placement	0	0	0	0	0	0
d. Follow-up Services after Exit	0	0	0	0	0	0
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA						
(1) Unsubsidized Employment	0			0		
(a) Training Related	0			0		
(2) Employability Enhancement Exits	0			0		
(3) Exited for Other Reasons	0			0		

Cumulative Participants						
Month/Year	06/09	07/09	08/09	09/09	10/09	11/09
1 Total Participants Registered	3	5	8	11	13	15
<b>2. Program Services</b>						
a. Core Services/Intensive Services	3	5	8	11	13	15
b. Training Services	1	2	2	3	3	4
c. Follow-up Services after Placement	0	0	0	1	2	6
d. Follow-up Services after Exit	0	0	1	1	1	6
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	0			1		
(1) Unsubsidized Employment	0			1		
(a) Training Related	0			0		
(2) Employability Enhancement Exits	0			1		
(3) Exited for Other Reasons	0			0		

# WIA ADULT PARTICIPANT PLAN

Adult ☒

Dislocated Worker ☐

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	12/09	1/10	2/10	3/10	4/10	5/10
1 Total Participants Registered	15	17	18	23	25	29
<b>2. Program Services</b>						
a. Core Services/Intensive Services	15	17	18	23	25	29
b. Training Services	4	4	5	6	7	8
c. Follow-up Services after Placement	6	6	7	13	15	19
d. Follow-up Services after Exit	6	6	7	13	15	19
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	6			13		
(1) Unsubsidized Employment	4			8		
(a) Training Related	1			3		
(2) Employability Enhancement Exits	1			2		
(3) Exited for Other Reasons	1			3		
<b>Cumulative Participants</b>						
Month/Year	6/10	7/10	8/10	9/10	10/10	11/10
1 Total Participants Registered	33	33	33	33	33	33
<b>2. Program Services</b>						
a. Core Services/Intensive Services	33	33	33	33	33	33
b. Training Services	9	10	10	10	10	10
c. Follow-up Services after Placement	21	21	22	22	23	23
d. Follow-up Services after Exit	21	21	22	22	23	23
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	19			21		
(1) Unsubsidized Employment	13			14		
(a) Training Related	4			6		
(2) Employability Enhancement Exits	2			3		
(3) Exited for Other Reasons	4			4		

### WIA ADULT PARTICIPANT PLAN

Adult ☒

Dislocated Worker ☐

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	12/10					
1 Total Participants Registered	33					
2. Program Services						
e. Core Services/Intensive Services	33					
f. Training Services	10					
g. Follow-up Services after Placement	24					
h. Follow-up Services after Exit	24					
3. Exit Status						
a. Total Participants Exiting WIA	33					
(1) Unsubsidized Employment	24					
(a) Training Related	8					
(2) Employability Enhancement Exits	3					
(3) Exited for Other Reasons	6					
Cumulative Participants						
Month/Year						
1 Total Participants Registered						
2. Program Services						
e. Core Services/Intensive Services						
f. Training Services						
g. Follow-up Services after Placement						
h. Follow-up Services after Exit						
3. Exit Status						
a. Total Participants Exiting WIA						
(1) Unsubsidized Employment						
(a) Training Related						
(2) Employability Enhancement Exits						
(3) Exited for Other Reasons						

# WIA ADULT PARTICIPANT PLAN

Adult ☐

Dislocated Worker ☒

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year		01/09	2/09	3/09	4/09	5/09
1 Total Participants Registered		0	0	0	1	2
2. Program Services						
e. Core Services/Intensive Services	0	0	0	0	1	2
f. Training Services	0	0	0	0	0	0
g. Follow-up Services after Placement	0	0	0	0	0	0
h. Follow-up Services after Exit	0	0	0	0	0	0
3. Exit Status						
a. Total Participants Exiting WIA	0			0		
(1) Unsubsidized Employment	0			0		
(a) Training Related	0			0		
(2) Employability Enhancement Exits	0			0		
(3) Exited for Other Reasons	0			0		
Cumulative Participants						
Month/Year	6/09	7/09	8/09	9/09	10/09	11/09
1 Total Participants Registered	3	5	8	11	13	15
2. Program Services						
e. Core Services/Intensive Services	3	5	8	11	13	15
f. Training Services	1	2	2	3	3	4
g. Follow-up Services after Placement	0	0	0	1	2	6
h. Follow-up Services after Exit	0	0	1	1	1	6
3. Exit Status						
a. Total Participants Exiting WIA	0			1		
(1) Unsubsidized Employment	0			1		
(a) Training Related	0			0		
(2) Employability Enhancement Exits	0			0		
(3) Exited for Other Reasons	0			0		

# WIA ADULT PARTICIPANT PLAN

Adult ☐

Dislocated Worker ☒

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	12/09	1/10	2/10	3/10	4/10	5/10
1 Total Participants Registered	15	17	18	23	25	29
<b>2. Program Services</b>						
i. Core Services/Intensive Services	15	17	18	23	25	29
j. Training Services	4	4	5	6	7	7
k. Follow-up Services after Placement	6	6	7	13	15	19
l. Follow-up Services after Exit	6	6	7	13	15	19
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	10			13		
(1) Unsubsidized Employment	4			8		
(a) Training Related	1			3		
(2) Employability Enhancement Exits	2			2		
(3) Exited for Other Reasons	2			3		
<b>Cumulative Participants</b>						
Month/Year	6/10	7/10	8/10	9/10	10/10	11/10
1 Total Participants Registered	33	33	33	33	33	33
<b>2. Program Services</b>						
i. Core Services/Intensive Services	33	33	33	33	33	33
j. Training Services	8	9	10	10	10	10
k. Follow-up Services after Placement	21	21	22	22	23	23
l. Follow-up Services after Exit	21	21	22	22	23	23
<b>3. Exit Status</b>						
a. Total Participants Exiting WIA	19			21		
(1) Unsubsidized Employment	13			14		
(a) Training Related	4			6		
(2) Employability Enhancement Exits	2			3		
(3) Exited for Other Reasons	4			4		

## WIA ADULT PARTICIPANT PLAN

Adult ☐Dislocated Worker ☒

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	12/10					
1 Total Participants Registered	33					
2. Program Services						
m. Core Services/Intensive Services	33					
n. Training Services	10					
o. Follow-up Services after Placement	25					
p. Follow-up Services after Exit	25					
3. Exit Status						
a. Total Participants Exiting WIA	33					
(1) Unsubsidized Employment	25					
(a) Training Related	8					
(2) Employability Enhancement Exits	3					
(3) Exited for Other Reasons	5					
Cumulative Participants						
Month/Year						
1 Total Participants Registered						
2. Program Services						
m. Core Services/Intensive Services						
n. Training Services						
o. Follow-up Services after Placement						
p. Follow-up Services after Exit						
3. Exit Status						
a. Total Participants Exiting WIA						
(1) Unsubsidized Employment						
(a) Training Related						
(2) Employability Enhancement Exits						
(3) Exited for Other Reasons						

## Budget Schedule

Exhibit D  
16-2V-09

Applicant Name: Coast Community College District

	Planned Budget			
	(A)	(B)	(C)	(D)
	Requested Funds WIA 15 Percent	Requested Funds WIA 25 Percent	Other Resources Non WIA Cash Match/in-kind Contributions	Total
A. Staff Salaries	\$ 58,852	\$ 58,851	\$ 11,564	\$ 129,267
B. Number of full-time equivalents:				
C. Staff Benefits	\$ 21,252	\$ 21,252	\$ 6,536	\$ 49,040
D. Staff Benefit Rate (percent) <u>40.70 %</u>				
E. Staff Travel	\$ 1,890	\$ 1,890		\$ 3,780
F. Operating Expenses (communications, facilities, utilities, maintenance, consumable supplies, audit, etc.)	\$ 37,036	\$ 37,037		\$ 74,073
G. Furniture and Equipment				\$ -
1. Small Purchase (unit cost is less than \$5,000 such as computers, desks etc.)				\$ -
2. Equipment Purchase (unit cost is more than \$5,000 and useful life is more than one year.) Complete Supplemental Budget Form				\$ -
3. Lease				\$ -
H. Consumable Testing and Instructional Materials				\$ -
I. Tuition Payments/Vouchers			\$ 65,000	\$ 65,000
J. On-the-Job Training				\$ -
K. Participant Wages and Fringe Benefits				\$ -
L. Participant Support Services	\$ 6,250	\$ 6,250		\$ 12,500
M. Job Retention Services				\$ -
N. Contractual Services (Complete Supplemental Budget Form)				\$ -
O. Indirect Costs*(complete items 1 and 2 below)	\$ 5,220	\$ 5,220		\$ 10,440
P. Other:				\$ -
Q. Total Funding	\$ 130,500	\$ 130,500	\$ 83,100	\$ 344,100

\*Indirect Costs

1. Indirect Cost Rate (percent)	3%	3%	20%
2. Name of Cognizant Agency:	Coast Community College District	Coast Community College District	Coast Community College District

**State of California  
Drug Free Workplace Certification  
STD 21 (NEW 11-90)**

G40027

**COMPANY /ORGANIZATION NAME**

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The danger of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355(c) that every employee who works on the proposed contract or grant
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

**OFFICIAL'S NAME**

**DATE EXECUTED**

**EXECUTED IN THE COUNTY OF** \_\_\_\_\_

**CONTRACTOR or GRANTEE RECIPIENT SIGNATURE**

**TITLE** Vice Chancellor of Administrative Services

**FEDERAL ID NUMBER** 95-6002272



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**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

C.M. Brahmbhatt, Vice Chancellor of Administrative Services

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Name and Title of Authorized Representative

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Signature

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Date

**DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

# CERTIFICATION REGARDING LOBBYING

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all\* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

### FORMULA

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Grantee/Contractor Organization

Program/Title

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Name and Title of Authorized Signatory

---

Signature

Date

\*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

**6744 Federal Register Volume 55, No. 38/ Monday, February 26, 1990/ Rules and Regulations**

**Instructions for Completion of SF-LLL Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient.

Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-09."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046) Washington D.C., 20503.

# DISCLOSURE OF LOBBYING ACTIVITIES

Exhibit H

16-2V-09

Page 2 of 3

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<b>1. Type of Federal Actions:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Actions:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change  For Material Change Only: Year _____ Quarter _____  Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> Prime _____ Subawardee _____  Tier _____; if known:  Congressional District, if known: _____		<b>5. If Reporting Entity in No. 4 is a Subawardee.</b> Enter Name and Address of Prime: _____  Congressional District, if known: _____	
<b>6. Federal Department / Agency:</b> _____		<b>7. Federal Program Name/Description:</b> _____  CFDA Number, if known: _____	
<b>8. Federal Action Number, if known:</b> _____		<b>9. Award Amount, if known:</b> \$ _____	
<b>10a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):  (attach Continuation Sheets SF-LLL-A, if necessary)		<b>10b. Individual Performing Services</b> (including address if different from No. 10a.) (last name, first name, MI):	
<b>11. Amount of Payment (check all that apply):</b> \$ _____ actual _____ planned _____		<b>13. Type of Payment (check all that apply):</b> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____	
<b>12. Form of Payment (check all that apply):</b> a. cash b. in-kind: specify: nature: _____  value: _____			
<b>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</b>   			
<b>15. Continuation sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352</b> This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure		Signature: _____  Print Name: <u>C.M. Brahmbhatt</u>  Title: <u>Vice Chancellor of Administrative Services</u>  Telephone No. <u>714-438-4622</u>  Date: _____	

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved by OMS  
0348-0046

Reporting Entity: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C;  
7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,  
6051 -01 -C, 8230-01 -C~ 3210-01 -C; 4210-32-C, 4410-15-C~  
4510-23-C~ 4810-25-C ' 3801 -01 -C;4000-01 -C ' 3820-01 -C,  
6560-50-C; 6820-41 -C; 43 1 O-RF- -17 18-01 C ' 4150-04-C. 75  
55-0 1 -C, 7537-01 -C~ 75360 1 -C. 6050-28-C, -19 1 U-42-C

**DISTRICT ATTORNEY CHILD SUPPORT ENFORCEMENT  
CERTIFICATE REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

- A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

- B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

*"I certify that \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."*

C.M. Brahmhatt, Vice Chancellor of Administrative Services

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Authorized Signature

Name

Title



## EDD Independent Contractor Reporting Requirements

Exhibit J  
16-2V-09

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [www.edd.ca.gov/txicr.htm](http://www.edd.ca.gov/txicr.htm).

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name  
Social Security Number  
Address  
Start and expiration dates of Contract  
Amount of Contract

**N/A - EXEMPT**

First Name	Middle Initial	Last Name
SSN _____		
Contract Number _____		Dollar value of Contract _____
Start Date _____		Expiration Date _____



**AMENDMENT TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND  
JOINT ESCROW INSTRUCTIONS**

With respect to their Real Property Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") pertaining to the property at 1505-1515 Monrovia Avenue in Newport Beach, California, Buyer Coast Community College District and Seller Monrovia Avenue, LLC hereby agree to amend the last sentence of Section 3.1 so that it reads as follows:

As used herein, the term "Title Company" means Fidelity National Title Company, which can be contacted at 1300 Dove Street, Suite 310, Newport Beach, California 92660, Attn: David James, Title Officer, (949) 622-4958 (phone), (949) 477-6813 (fax), david.james@fnf.com.

All parties hereby agree that the opening date of escrow is February 12, 2009.

Coast Community College District, a political subdivision of the State of California

By: \_\_\_\_\_ Date: \_\_\_\_\_

Monrovia Avenue, LLC, a California limited liability company

By: \_\_\_\_\_ Date: \_\_\_\_\_



# STREAMINGMEDIA

## HOSTING

177 Riverside Ave, Suite 241, Newport Beach, CA 92663  
Phone: (949) 722-8600 Fax: (949) 266-9470

### TERMS AND CONDITIONS OF SERVICE

This Streaming Media Hosting Service Agreement ("Agreement") is made and entered into on this 2nd Day of April, 200 9 ("Effective Date"), By and between Dedicated Hosting Services, Inc., a California corporation d/b/a Streaming Media Hosting ("Streaming Media Hosting" or "SMH"), and Golden West College Online Instructional Department ("Client"), with its principal place of business at: 15744 Golden West Street, Huntington Beach, CA 92647.

This Agreement is between Streaming Media Hosting and the Client (as noted above) to provide Media Distribution and Related Services (the "Services") on Streaming Media Hosting's network.

**Payment.** SMH will only accept MasterCard, Visa, or American Express for accounts with monthly billing under \$1000 per month (see Payment Method). For accounts with monthly billing over \$1000 per month, credit card, or invoice due upon receipt is acceptable. No prepayments; all accounts are charged monthly. All Services will be billed within the first week of any given month for that month. Billing for services commences immediately upon the day that the Client's service commences; bills for partial periods are prorated. For clients that exceed their most recent, mutually agreed-upon Committed Rate, SMH reserves the right to bill the Client an additional amount (the Over-Committed Rate) for the actual amount of data transferred. Likewise, SMH reserves the right to bill clients who exceed the number of concurrent streams that have been allocated to them at a higher, mutually agreed-upon rate for the additional streams. SMH will not, however, increase Client's Committed Rate without mutual agreement. SMH reserves the right to change pricing with thirty (30) days notice.

**Taxes.** All fees are in United States dollars and exclude any applicable taxes. Client shall pay, indemnify and hold SMH harmless from all sales, use, value-added or other taxes of any nature, other than taxes on SMH's net income, including penalties and interest, and all government permit or license fees assessed upon or with respect to any fees due under this Agreement (except to the extent Client provides SMH with a valid tax exemption certificate). If any applicable foreign law requires Client to withhold amounts from any payments to SMH hereunder: (a) Client shall affect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish SMH with tax receipts evidencing the payments of such amounts and (b) the sum payable by Client upon which the deduction or withholdings is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, SMH receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount SMH would have received and retained in the absence of such required deduction or withholding.

**Services.** SMH will provide Client with the Services as specified in the Order Form, which is attached hereto as Exhibit A and incorporated herein by this reference.

**Assumption of Risk.** Client hereby assumes any and all risks associated with Client's, its agents' (including contractors and sub-contractors) or employees' use of the Services and shall indemnify, defend, and hold harmless SMH from any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with such use.

**Promotions.** Clients that receive free month(s) of Services via promotional offer or other reason will receive the free month(s) as a credit to their account. In order to receive such credit, a valid credit card must be on file with SMH, any set-up fees associated with the account must be paid and the account must be current. SMH may discontinue any special offers prospectively at any time at its sole option.

**LIMITATION OF LIABILITY.** STREAMING MEDIA HOSTING PROVIDES SERVICES TO CLIENT ON AN "AS IS" BASIS. SMH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING THE WARRANTIES OF

Page 1 of 4

SMH FORM - TOS 080130

Initial \_\_\_\_\_

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SMH SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, LOST PROFITS, LOST DATA, LOST SAVINGS, FAILURE OF SECURITY OR ANY OR ALL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CHARACTERIZED, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL SMH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SMH'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY SMH OF THIS AGREEMENT, SMH'S LIABILITY TO CLIENT WILL NOT EXCEED THE AMOUNT PAID TO SMH BY CLIENT DURING THE PREVIOUS ONE MONTH.

**SMH REPRESENTATIONS.** STREAMING MEDIA HOSTING HEREBY REPRESENTS AND WARRANTS THAT THEY HOLD THE REQUISITE LICENSES TO DELIVER THE CONTRACTED SERVICES. FURTHER SMH REPRESENTS CLIENT SHALL BEAR NO LIABILITY UNDER CONTRACTS ENTERED INTO BY SMH WITH VARIOUS THIRD PARTIES FOR THE PROVISION OF SERVICES PURSUANT TO EXECUTION OF THIS CONTRACT.

**CLIENT'S REPRESENTATIONS.** CLIENT HEREBY REPRESENTS AND WARRANTS THAT THEY HOLD THE REQUISITE COPYRIGHT, TRADEMARK AND/OR OTHER INTELLECTUAL PROPERTY RIGHTS TO POST CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT TO SMH'S NETWORK. FURTHER, CLIENT REPRESENTS AND WARRANTS THAT THE RIGHTS DELEGATED TO SMH UNDER THIS AGREEMENT, INCLUDING THE PUBLIC DISPLAY, PUBLIC PERFORMANCE, DISTRIBUTION, AND REPRODUCTION OF CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT ON THE SMH NETWORK, WILL NOT VIOLATE OR INFRINGE UPON THE COPYRIGHT, LITERARY, PRIVACY, PUBLICITY, TRADEMARK, SERVICE MARK OR ANY OTHER PERSONAL OR PROPERTY RIGHT OF ANY PERSON OR ENTITY AND THAT CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT WILL NOT CONSTITUTE A LIBEL OR DEFAMATION OF ANY THIRD PARTY. CLIENT REPRESENTS AND WARRANTS THAT IT HAS MET ANY AND ALL OBLIGATIONS TO ARTISTS, GUILDS, AUTHORS, COMPOSERS AND/OR ANY OTHER PARTICIPANTS IN THE PRODUCTION OF THE MEDIA PROPERTIES. CLIENT INDEMNIFIES AND HOLDS SMH HARMLESS FROM ANY BREACH OF THESE REPRESENTATIONS AND WARRANTIES BY CLIENT. CLIENT ASSUMES FULL RESPONSIBILITY FOR ALL INTELLECTUAL PROPERTIES POSTED TO SMH'S SERVERS ON CLIENT'S BEHALF, INCLUDING ANY TRADEMARK, COPYRIGHT, PATENT OR OTHER INTELLECTUAL PROPERTY SUBMITTED TO SMH FOR EITHER ENCODING SERVICES AND/OR STRAIGHT POSTING TO OUR SERVERS. SMH RESERVES THE RIGHT TO REMOVE WITHOUT NOTICE ANY MATERIAL WHICH, IN ITS SOLE OPINION, MAY RESULT IN A VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OF OTHERS OR ANY OTHER APPLICABLE FEDERAL, STATE, COMMON, OR INTERNATIONAL LAWS OR REGULATIONS.

**License Grant.** By using SMH's services, Client grants SMH a worldwide, non-exclusive right and license to promote, perform, and display Client's media properties as necessary for SMH to provide the underlying Services.

**Press Release.** The parties may agree to cooperate to prepare and release a joint press release regarding this Agreement, subject to prior, written approval of each party, which may not be unreasonably withheld or delayed.

**Maintenance, Security, Backups.** Client understands and agrees that SMH will make every effort to keep our network of servers running continuously. However, our servers will, from time-to-time, be disconnected due to routine maintenance windows, upgrades and other required events. SMH will make its best effort to keep all information on its servers backed-up. However, Client assumes responsibility for making a separate backup copy of any information posted to our servers. SMH is not responsible for lost materials or information. Additionally, Client is responsible for testing any changes that SMH makes to Client's media properties at Client's request to make sure that such changes are in accordance with such Client request. SMH will also make its best effort to maintain security on its network of servers. However, the nature of the World Wide Web and the Internet is not secure by default. Client assumes responsibility for the appropriate use of security.

**Acceptable Use.** Client agrees to be bound by the SMH Acceptable Use Policy, a current copy of which may be found on the SMH website at <http://www.streamingmediahosting.com/aup.htm>.

**Cancellation.** The initial term of this Agreement shall be noted in the Order Form. If no term is noted in the Order Form, the initial term shall be twelve (12) months for all accounts. For month-to-month contracts or after the expiration of the initial term of this Agreement, Client may cancel this Agreement at will at any time with thirty (30) days written notice to SMH. For clients with term contracts, in the event of early cancellation, Client will be required to pay 100% of the most recent agreed-upon monthly charge for the remaining portion of the term. SMH can cancel this Agreement at will at any time with thirty (30) days written notice to the Client. In the event that SMH cancels this Agreement, the Client will have a prorated refund of any unused portion of the billing period. Set-up fees are non-refundable.

**General.** Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits and authorizations necessary to perform its obligations under this Agreement. This Agreement shall be governed by the law of the State of California. The only valid forum for any dispute arising under this agreement shall be Orange County, California. Prevailing party in a dispute may enter judgment in any court of competent jurisdiction. Should any provision of this Agreement be judged invalid or unenforceable, the rest of the agreement shall remain in full force and effect. This Agreement shall constitute the entire agreement between the parties regarding the Services and shall supersede any and all understandings, whether written or oral. This Agreement shall be binding upon Clients successors and assigns. Any waiver of any provision of this Agreement shall not constitute a modification to this Agreement or a permanent waiver of such provision unless it is in writing and signed by an officer of SMH. Client acknowledges that these terms and conditions are subject to change with thirty (30) days notice. Client's continued use of SMH constitutes Client's acceptance of these and any and all modified terms.

**Payment Method**

Card Type: ☐ Visa ☐ MasterCard

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV2 Number: \_\_\_\_\_

**Billing Contact Information (Required For All Accounts)**

Billing Name: \_\_\_\_\_

Billing Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Billing City: \_\_\_\_\_

Billing State: \_\_\_\_\_ Zip/Postal: \_\_\_\_\_

Country: \_\_\_\_\_

CLIENT SIGNATURE CM Brahmhatt DATE \_\_\_\_\_

Vice Chancellor, Admin Services

STREAMING MEDIA HOSTING SIGNATURE DATE \_\_\_\_\_

PLEASE FAX ALL PAGES OF THIS FORM TO STREAMING MEDIA HOSTING AFTER  
INITIALING AND SIGNING WHERE INDICATED TO (949) 266-9470.

February 17, 2009

# STREAMINGMEDIA HOSTING

Exhibit A, Services

Page 4 of 4

Customer: Pam Pacheco  
Company: Golden West College  
Address: 15744 Golden West Street  
Phone: 714-895-8236  
Email: ppacheco@gwc.cccd.edu

City: Huntington Beach  
State: CA  
Zip: 92647-2748  
Fax:

Account Rep: Nick Valenti  
Phone: (800) 963-4347 ext 203  
Fax: (949) 266-9470  
Email: nvalenti@streamingmediahosting.com

## SECTION A - One Time Fees

Item #	Qty	Part #	Description	Unit Price	Ext Price	Other	Tax	Subtotal
1	45	SMH-SAM	WMV Live and VOD, Flash VOD, Quicktime VOD	\$199.95	\$199.95			waived
2			Data Transfer: 40GB per month					
3			Disk Space: 9GB per month					
4			Overages: \$6 per GB for bandwidth					
5								
Subtotal								
California Sales Tax								
One Time Total								waived

## SECTION B - Monthly Fees

Item #	Qty	Part #	Description	Unit Price	Ext Price	Other	Tax	Subtotal
1	12		Monthly Hosting Fee of \$384.95	\$384.95	\$4,619.40			\$4,619.40
2								
3								
4								
5								
Subtotal								
California Sales Tax								
Yearly Total								\$4,619.40

## COMMENTS

All quotes are valid for 30 days from day of quote. This is a 12 month agreement term that auto renews at the end of year one unless notified by client cancellation 30 days prior to the end of the term.

By signing below I indicate I have read the Terms and Conditions of Service and accept the services and prices above.

\_\_\_\_\_  
Authorized Representative  
CM Brahmhatt, Vice Chancellor  
Admin Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Attachment #8

Pulled from

Agenda



## SUPPLEMENT TO MASTER TELECOURSE LICENSE AGREEMENT

TELECOURSE: ANTHROPOLOGY: THE FOUR FIELDS

TCO #16,455

TERM: 01/01/09-12/31/11

This Supplemental Agreement is between Coast Community College District, a Public Educational Agency, 1370 Adams Avenue, Costa Mesa, California 92626 ("CCCD"), and NORTH CAROLINA COMMUNITY COLLEGE SYSTEM, 5016 Mail Service Center, Raleigh, North Carolina 27699-5016 ("Licensee"), and is effective on the date of execution by the President of the Governing Board of the Coast Community College District or their authorized designee. This Agreement is supplementary to and a part of the Master Telecourse License Agreement between these parties, dated December 8, 1983.

1. SUBJECT TELECOURSE: The subject of this Supplemental Agreement shall be the Telecourse ANTHROPOLOGY: THE FOUR FIELDS, consisting of the video programs and print components listed on Schedule A, attached hereto and considered a part hereof.
2. TERM OF LICENSE: January 1, 2009 - December 31, 2011
3. RIGHTS GRANTED: CCCD hereby grants to Licensee the following rights, as defined in the Master License and subject to the restrictions in Paragraph 4 below: broadcast, cable, non-broadcast., duplication, and library.
4. RESTRICTIONS ON LICENSE GRANTED: In addition to the restrictions specified in Paragraph 5 of the Master License, the following specific restrictions shall apply to the grant of license of the Telecourse: none.
5. PAYMENT: In consideration of the rights granted by CCCD, Licensee shall pay to CCCD the following: LICENSE FEE: \$1,200.00; STUDENT ROYALTY: \$20.00 per enrolled student each and every time Telecourse is offered by Licensee.
6. PAYMENT SCHEDULE: Licensee to be invoiced in increments of \$400.00 in March '09, March '10, and March '11 for license fees; individual participants to be invoiced in March for Spring, July for Summer, and October for Fall for each year covered by agreement for student royalty fees.
7. SPECIAL CONDITIONS: The following special conditions apply to this Supplemental Agreement only, and shall not be construed to conflict with the terms of the Master License, which shall control: To be used by Surry Community College.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year specified below.

**COAST COMMUNITY COLLEGE DISTRICT**

**NORTH CAROLINA COMMUNITY COLLEGE  
SYSTEM**

By \_\_\_\_\_

By \_\_\_\_\_

Name Jim Moreno

Name \_\_\_\_\_

Title President, District Board of Trustees

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE A

### *Anthropology: The Four Fields*

#### Components

Text: *Anthropology: The Human Challenge*, 12th ed.; Haviland, William A.; Prins, Harald E.L.; Walrath, Dana and McBride, Bunny  
Wadsworth, a part of CENGAGE Learning  
ISBN-10: 0495095591, ISBN-13: 9780495095590

Study Guide: *Telecourse Study Guide for Anthropology: The Four Fields*  
Birky, Wendy A.; Harrison, Diane; and Light, Linda  
Wadsworth, a part of CENGAGE Learning  
ISBN-10: 0495095605, ISBN-13: 9780495095606

#### Programs:

- 101 - Essence of Anthropology
- 102 - Biology & Evolution
- 103 - The Living Primates
- 104 - Primate Behavior
- 105 - Methods of Paleoanthropology
- 106 - Macroevolution
- 107 - The First Biped
- 108 - A New Hominin
- 109 - Premodern Humans
- 110 - Homo sapiens & the Upper Paleolithic
- 111 - Food Domestication & the Emergence of Cities
- 112 - Patterns of Variation
- 113 - Patterns of Adaptation
- 114 - Characteristics of Culture
- 115 - Communication & Culture
- 116 - Social Identity, Personality & Gender
- 117 - Subsistence Systems
- 118 - Economic Systems
- 119 - Sex & Marriage
- 120 - Marriage & Family
- 121 - Kinship & Descent
- 122 - Grouping by Gender, Age, Common Interest & Class
- 123 - Politics, Power & Violence
- 124 - Religion & Spirituality
- 125 - The Arts
- 126 - Processes of Change
- 127 - Global Challenges & Anthropology
- 128 - Applied Anthropology

## SUPPLEMENT TO MASTER TELECOURSE LICENSE AGREEMENT

TELECOURSE: CHILD DEVELOPMENT: STEPPING STONES

TCO #16,454

TERM: 07/01/09 - 06/30/10

This Supplemental Agreement is between Coast Community College District, a Public Educational Agency, 1370 Adams Avenue, Costa Mesa, California 92626 ("CCCD"), and KLRN-TV, 501 Broadway, San Antonio, Texas 78215 ("Licensee"), and is effective upon the date of its execution by Chancellor or Vice Chancellor, Administrative Services, of Coast Community College District. This Agreement is supplementary to and a part of the Master Telecourse License Agreement between these parties, date pending.

1. SUBJECT TELECOURSE: The subject of this Supplemental Agreement shall be the Telecourse CHILD DEVELOPMENT: STEPPING STONES, consisting of the video programs and print components listed on Schedule A, attached hereto and considered a part hereof.
2. TERM OF LICENSE: July 1, 2009 - June 30, 2010
3. RIGHTS GRANTED: CCCD hereby grants to Licensee the following rights, as defined in the Master License and subject to the restrictions in Paragraph 4 below: Broadcast-educational programming
4. RESTRICTIONS ON LICENSE GRANTED: In addition to the restrictions specified in Paragraph 5 of the Master License, the following specific restrictions shall apply to the grant of license of the Telecourse: none.
5. PAYMENT: In consideration of the rights granted by CCCD, Licensee shall pay to CCCD the following: LICENSE FEE: \$600.00; STUDENT ROYALTY: not applicable; MATERIAL FEES: \$450.00 for 13 Betacam SP bicycle tapes, plus \$35.00 for shipping and handling.
6. PAYMENT SCHEDULE: To be invoiced in February '09 for license and material fees.
7. SPECIAL CONDITIONS: The following special conditions apply to this Supplemental Agreement only, and shall not be construed to conflict with the terms of the Master License, which shall control: To be used as educational programming. Bicycle tapes to be returned 21 days of receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year specified below.

COAST COMMUNITY COLLEGE DISTRICT

CMS-TV

By \_\_\_\_\_

By \_\_\_\_\_

Name Jim Moreno

Name \_\_\_\_\_

Title President, Board of Trustees

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved by:  
COAST COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES 03/04/09  
Submitted to the Board of Trustees  
by JM/m

## SCHEDULE A

### *Child Development: Stepping Stones*

#### **Components**

Text: The Developing Person Through Childhood And Adolescence, 8th ed.,  
Stassen Berger, Kathleen  
Worth Publishers  
ISBN-13: 978-1-429-21647-0

Study Guide: Telecourse Student Guide to accompany Child Development: Stepping  
Stones, 3rd ed., Straub, Richard O.  
Worth Publishers  
ISBN-13: 978-1-4292-2039-2

#### **Programs:**

- 101 - Introduction: Theories of Development - The Developing Person
- 102 - Developmental Study as a Science - A Scientific Approach
- 103 - The Beginnings: Heredity and Environment - Nature And Nurture: The Dance of Life
- 104 - The Beginnings: Prenatal Development and Birth - The Wondrous Journey
- 105 - The Beginnings: Special Topic - A Delicate Grasp
- 106 - The First Two Years: Biosocial Development - Grow, Baby, Grow
- 107 - The First Two Years: Cognitive Development - The Little Scientists
- 108 - The First Two Years: Psychosocial Development - Getting to Know You
- 109 - The First Two Years: Summary - Off to a Good Start
- 110 - The First Two Years: Special Topic - Fatherhood
- 111 - The Play Years: Biosocial Development - Playing and Growing
- 112 - The Play Years: Cognitive Development - Playing and Learning
- 113 - The Play Years: Psychosocial Development - Playing and Socializing
- 114 - The Play Years: Summary - Developing through Play
- 115 - The Play Years: Special Topic - Hazards Along the Way
- 116 - The School Years: Biosocial Development - The Golden Years of Childhood
- 117 - The School Years: Cognitive Development - The Age of Reason
- 118 - The School Years: Psychosocial Development - A Society of Children
- 119 - The School Years: Summary - On the Road of Accomplishment
- 120 - The School Years: Special Topic - School Days
- 121 - Adolescence: Biosocial Development - Explosions
- 122 - Adolescence: Cognitive Development - What If?
- 123 - Adolescence: Psychosocial Development - Who Am I?
- 124 - Adolescence: Summary - The Home Stretch
- 125 - Adolescence: Special Topic - Crashing Hard into Adulthood
- 126 - Closing: Developmental Psychopathology - Different Developmental Paths

## SUPPLEMENT TO MASTER TELECOURSE LICENSE AGREEMENT

TELECOURSE: CHILD DEVELOPMENT: STEPPING STONES

TCO #16,453

TERM: 03/30/09 – 06/09/09

This Supplemental Agreement is between Coast Community College District, a Public Educational Agency, 1370 Adams Avenue, Costa Mesa, California 92626 ("CCCD"), and UNIVERSITY OF CINCINNATI – RAYMOND WALTERS COLLEGE, Outreach & Continuing Education, 9555 Plainfield Road, Cincinnati, Ohio 45236-1096 ("Licensee"), and is effective on the date of execution by the President of the Governing Board of the Coast Community College District or their authorized designee. This Agreement is supplementary to and a part of the Master Telecourse License Agreement between these parties, dated December 15, 2005.

1. SUBJECT TELECOURSE: The subject of this Supplemental Agreement shall be the Telecourse CHILD DEVELOPMENT: STEPPING STONES, consisting of the video programs and print components listed on Schedule A, attached hereto and considered a part hereof.
2. TERM OF LICENSE: March 30, 2009 - June 9, 2009
3. RIGHTS GRANTED: CCCD hereby grants to Licensee the following rights, as defined in the Master License and subject to the restrictions in Paragraph 4 below: broadcast, cable, non-broadcast, duplication, and library.
4. RESTRICTIONS ON LICENSE GRANTED: In addition to the restrictions specified in Paragraph 5 of the Master License, the following specific restrictions shall apply to the grant of license of the Telecourse: none.
5. PAYMENT: In consideration of the rights granted by CCCD, Licensee shall pay to CCCD the following: LICENSE FEE: waived; STUDENT ROYALTY: \$45.00 per enrolled student for the first 30 students, \$20.00 per enrolled student thereafter each and every time Telecourse is offered by Licensee.
6. PAYMENT SCHEDULE: To be invoiced in May '09 for Spring '09 for student royalty fees.
7. SPECIAL CONDITIONS: The following special conditions apply to this Supplemental Agreement only, and shall not be construed to conflict with the terms of the Master License, which shall control: None.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year specified below.

COAST COMMUNITY COLLEGE DISTRICT

UNIVERSITY OF CINCINNATI – RAYMOND  
WALTERS COLLEGE

By \_\_\_\_\_

By \_\_\_\_\_

Name Jim Moreno

Name \_\_\_\_\_

Title President, District Board of Trustees

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE A

### *Child Development: Stepping Stones*

#### Components

Text: The Developing Person Through Childhood And Adolescence, 8th ed.,  
Stassen Berger, Kathleen  
Worth Publishers  
ISBN-13: 978-1-429-21647-0

Study Guide: Telecourse Student Guide to accompany Child Development: Stepping  
Stones, 3rd ed., Straub, Richard O.  
Worth Publishers  
ISBN-13: 978-1-4292-2039-2

#### Programs:

- 101 - Introduction: Theories of Development - The Developing Person
- 102 - Developmental Study as a Science - A Scientific Approach
- 103 - The Beginnings: Heredity and Environment - Nature And Nurture: The Dance of Life
- 104 - The Beginnings: Prenatal Development and Birth - The Wondrous Journey
- 105 - The Beginnings: Special Topic - A Delicate Grasp
- 106 - The First Two Years: Biosocial Development - Grow, Baby, Grow
- 107 - The First Two Years: Cognitive Development - The Little Scientists
- 108 - The First Two Years: Psychosocial Development - Getting to Know You
- 109 - The First Two Years: Summary - Off to a Good Start
- 110 - The First Two Years: Special Topic - Fatherhood
- 111 - The Play Years: Biosocial Development - Playing and Growing
- 112 - The Play Years: Cognitive Development - Playing and Learning
- 113 - The Play Years: Psychosocial Development - Playing and Socializing
- 114 - The Play Years: Summary - Developing through Play
- 115 - The Play Years: Special Topic - Hazards Along the Way
- 116 - The School Years: Biosocial Development - The Golden Years of Childhood
- 117 - The School Years: Cognitive Development - The Age of Reason
- 118 - The School Years: Psychosocial Development - A Society of Children
- 119 - The School Years: Summary - On the Road of Accomplishment
- 120 - The School Years: Special Topic - School Days
- 121 - Adolescence: Biosocial Development - Explosions
- 122 - Adolescence: Cognitive Development - What If?
- 123 - Adolescence: Psychosocial Development - Who Am I?
- 124 - Adolescence: Summary - The Home Stretch
- 125 - Adolescence: Special Topic - Crashing Hard into Adulthood
- 126 - Closing: Developmental Psychopathology - Different Developmental Paths



## SUPPLEMENT TO MASTER TELECOURSE LICENSE AGREEMENT

TELECOURSE: CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

TCO #16,450

TERM: 01/01/09 - 12/31/11

This Supplemental Agreement is between Coast Community College District, a Public Educational Agency, 1370 Adams Avenue, Costa Mesa, California 92626 ("CCCD"), and Tennessee Board of Regents [TBR] Media Consortium, c/o Cleveland State Community College, 3535 Adkisson Drive NW, L-107 Cleveland, Tennessee 37320 ("Licensee"), and is effective on the date of execution by the President of the Governing Board of the Coast Community College District or their authorized designee. This Agreement is supplementary to and a part of the Master Telecourse License Agreement between these parties, dated November 8, 2007.

1. SUBJECT TELECOURSE: The subject of this Supplemental Agreement shall be the Telecourse CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD, consisting of the video programs and print components listed on Schedule A, attached hereto and considered a part hereof.
2. TERM OF LICENSE: January 1, 20098 - December 31, 2011
3. RIGHTS GRANTED: CCCD hereby grants to Licensee the following rights, as defined in the Master License and subject to the restrictions in Paragraph 4 below: broadcast, cable, non-broadcast, duplication, and library.
4. RESTRICTIONS ON LICENSE GRANTED: In addition to the restrictions specified in Paragraph 5 of the Master License, the following specific restrictions shall apply to the grant of license of the Telecourse: none.
5. PAYMENT: In consideration of the rights granted by CCCD, the individual participants shall pay to CCCD the following: LICENSE FEE: \$1,200.00; STUDENT ROYALTY: \$20.00 per enrolled student each and every time Telecourse is offered by Licensee.
6. PAYMENT SCHEDULE: Individual participant to be invoiced \$1,200.00 in February '09 for license fee; individual participant to be invoiced in March for Spring, July for Summer, and October for Fall for each year covered by agreement for student royalty fees.
7. SPECIAL CONDITIONS: The following special conditions apply to this Supplemental Agreement only, and shall not be construed to conflict with the terms of the Master License, which shall control: To be used by Cleveland State Community College.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year specified below.

### COAST COMMUNITY COLLEGE DISTRICT

### CLEVELAND STATE COMMUNITY COLLEGE

By \_\_\_\_\_

By \_\_\_\_\_

Name Jim Moreno

Name \_\_\_\_\_

Title President, District Board of Trustees

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE A

### *Cultural Anthropology: Our Diverse World*

#### Components

Text: *Cultural Anthropology: The Human Challenge*, 12th ed.; Haviland, William A.; Prins, Harald E.L.; Walrath, Dana and McBride, Bunny  
Wadsworth, a part of CENGAGE Learning  
ISBN-10: 0495095613, ISBN-13: 9780495095613

Study Guide: *Telecourse Study Guide for Cultural Anthropology: Our Diverse World*  
Wadsworth, a part of CENGAGE Learning  
ISBN-10: 0495095621, ISBN-13: 9780495095620

#### Programs:

- 101 - Essence of Anthropology
- 102 - Characteristics of Culture
- 103 - Becoming Human
- 104 - Communication & Culture
- 105 - Social Identity, Personality & Gender
- 106 - Subsistence Systems
- 107 - Economic Systems
- 108 - Sex & Marriage
- 109 - Marriage & Family
- 110 - Kinship & Descent
- 111 - Grouping by Gender, Age, Common Interest & Class
- 112 - Politics, Power & Violence
- 113 - Religion & Spirituality
- 114 - The Arts
- 115 - Processes of Change
- 116 - Global Challenges & Anthropology
- 117 - Applied Anthropology

## **MEMORANDUM**

**Date:** March 4, 2009

**To:** Honorable Board of Trustees and Acting Chancellor, Dr. Ding-Jo Currie

**From:** C.M. Brahmbhatt

**Re:** Second Quarterly Reporting Ending December 31, 2008

The Second Quarterly Financial Status Report, CCFS-311Q, is attached for your review with the following notations:

- Projected income is 1.8% higher than last year due to increased State revenues from COLA and growth.
- Projected expenses are slightly higher than last year. Increases for salaries and benefits are offset by reductions in transfers for one-time expenditures.
- The available reserve for contingency is \$16,750,000.

FTES are estimated at 36,591 for 2008/2009, a 2.7% increase over 2007/2008. The District's growth cap is only 1% and is expected to be deficated down due to system-wide growth beyond state allocated funds.

If I can provide additional information, please let me know.

CMB/ms

Attachments



# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q CERTIFY QUARTERLY DATA

CHANGE THE PERIOD 

Fiscal Year: 2008-2009

Quarter Ended: (Q2) Dec 31, 2008

District: (830) COAST

Your Quarterly Data is ready for certification.

Please complete the fields below and click on the 'Certify This Quarter' button

### Chief Business Officer

CBO Name:

C.M. Brahmabhatt

CBO Phone:

Use format 999-555-1212

714-438-4611

CBO Signature:



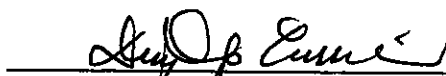
Date Signed:

2/10/09

Chief Executive Officer Name:

Ding-Jo Currie

CEO Signature:



Date Signed:

02/12/09

Electronic Cert Date:

### District Contact Person

Name:

Cheryl Blocker

Title:

District Accounting Manager

Telephone:

Use format 999-555-1212

714-438-4658

Fax:

Use format 999-555-1212

714-438-4874

E-Mail:

cblocker@mail.cccd.edu

**Certify This Quarter**

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511  
Send questions to Kuldeep Kaur, (916) 327-6818 [kkaur@cccco.edu](mailto:kkaur@cccco.edu)

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# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q

### CERTIFY QUARTERLY DATA

CHANGE THE PERIOD ☐

Fiscal Year: 2008-2009

Quarter Ended: (Q2) Dec 31, 2008

District: (830) COAST

Your Quarterly Data is Certified for this quarter.

#### Chief Business Officer

**CBO Name:** C.M. Brahmbhatt

**CBO Phone:** 714-438-4611

**CBO Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Chief Executive Officer Name:** Ding-Jo Currie

**CEO Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Electronic Cert Date:** 02/12/2009

#### District Contact Person

**Name:** Cheryl Blocker

**Title:** District Accounting Manager

**Telephone:** 714-438-4658

**Fax:** 714-438-4874

**E-Mail:** cblocker@mail.cccd.edu

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511  
Send questions to Kuldeep Kaur, (916) 327-6818 [kkaur@cccco.edu](mailto:kkaur@cccco.edu)

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# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q

### VIEW QUARTERLY DATA

CHANGE THE PERIOD 

Fiscal Year: 2008-2009

Quarter Ended: (Q2) Dec 31, 2008

District: (830) COAST

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2005-06	Actual 2006-07	Actual 2007-08	Projected 2008-2009

#### I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	166,716,969	186,667,206	190,014,290	193,507,693
A.2	Other Financing Sources (Object 8900)	34,228	11,182	2,448	3,074
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	166,751,197	186,678,388	190,016,738	193,510,767
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	157,609,140	170,280,324	188,498,979	194,822,091
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,885,423	6,728,540	6,710,979	2,006,859
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	159,494,563	177,008,864	195,209,958	196,828,950
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	7,256,634	9,669,524	-5,193,220	-3,318,183
D.	Fund Balance, Beginning	11,806,914	19,125,024	28,794,303	23,601,080
D.1	Prior Year Adjustments + (-)	61,476	-245	-3	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	11,868,390	19,124,779	28,794,300	23,601,080
E.	Fund Balance, Ending (C. + D.2)	19,125,024	28,794,303	23,601,080	20,282,897
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	12%	16.3%	12.1%	10.3%

#### II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	30,433	34,781	35,614	36,591
-----	---	--------	--------	--------	--------

#### III. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year			
	2005-06	2006-07	2007-08	2008-2009
Cash, excluding borrowed funds			45,785,141	58,797,897

H.1					
H.2	Cash, borrowed funds only			0	0
H.3	Total Cash (H.1+ H.2)	29,661,601	34,323,223	45,785,141	58,797,897

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	<b>Revenues:</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	193,465,919	193,507,693	116,197,481	60%
I.2	Other Financing Sources (Object 8900)	0	0	3,074	
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	193,465,919	193,507,693	116,200,555	60%
J.	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	193,968,541	194,822,091	75,932,768	39%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,003,359	2,006,859	59,996	3%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	195,971,900	196,828,950	75,992,764	38.6%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	-2,505,981	-3,321,257	40,207,791	
L	Adjusted Fund Balance, Beginning	23,601,080	23,601,080	23,601,080	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	21,095,099	20,279,823	63,808,871	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	10.8%	10.3%		

**V. Has the district settled any employee contracts during this quarter?****NO****If yes, complete the following: (If multi-year settlement, provide information for all years covered.)**

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								



b. BEN.	S:							
	Year 1:							
	Year 2:							
	Year 3:							

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed?

This year?

NO

Next year?

YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

Fiscal problems at the state level may cause cash flow issues that would cause the District to do TRANS for Fiscal Year 09/10.

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q

ENTER OR EDIT CURRENT DATA

CHANGE THE PERIOD 

Fiscal Year: 2008-2009

District: (830) COAST

Quarter Ended: (Q2) Dec 31, 2008

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Projected Actuals as of June 30 (Col. 4)
------	-------------	-------------------------------	---	-------------------------------------	---

## I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Closed for edits after Feb 14, 2009

A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	193,465,919	193,507,693	116,197,481	193,507,693
A.2	Other Financing Sources (Object 8900)	0	0	3,074	3,074
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	193,465,919	193,507,693	116,200,555	193,510,767
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	193,968,541	194,822,091	75,932,768	194,822,091
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,003,359	2,006,859	59,996	2,006,859
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	195,971,900	196,828,950	75,992,764	196,828,950
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	-2,505,981	-3,321,257	40,207,791	-3,318,183
D.	Fund Balance, Beginning	23,601,080	23,601,080	23,601,080	23,601,080
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	23,601,080	23,601,080	23,601,080	23,601,080
E.	<b>Fund Balance, Ending (C. + D.2)</b>	21,095,099	20,279,823	63,808,871	20,282,897
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	10.8%	10.3%	84%	10.3%

SAVE EDITS &gt;&gt;&gt;

## II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)				36,591
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Amount as of  
Specified

Quarter Ended

III. Total General Fund Cash Balance (Unrestricted and Restricted)

H.1	Cash, excluding borrowed funds	58,797,897
H.2	Cash, borrowed funds only	0
H.3	Total Cash (H.1+ H.2)	58,797,897

IV. Has the district settled any employee contracts during this quarter?

☐ Yes

☒ No

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify)  YYYY-YY	Management		Academic				Classified	
	Total Cost Increase	% *	Permanent		Temporary		Total Cost Increase	% *
			Total Cost Increase	% *	Total Cost Increase	% *		
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

\* As specified in Collective Bargaining Agreement or other Employment Contract

SAVE/EDIT

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

2000 Characters Remaining

V. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

☐ Yes

☒ No

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

2000 Characters Remaining

VI. Does the district have significant fiscal problems that must be addressed?

This year?

☐ Yes

☒ No

Next year?

☒ Yes

☐ No

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

Fiscal problems at the state level may cause cash flow issues that would cause the District to do TRANS for Fiscal Year 09/10.

1872 Characters Remaining

« EXIT WITHOUT SAVING

SAVE EDITS »

---

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511  
Send questions to Kuldeep Kaur, (916) 327-6818 [kkaur@cccco.edu](mailto:kkaur@cccco.edu)  
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**Coast Community College District**

**Second Quarterly Report**

**2008-2009**

**All Funds**

<b>Fund</b>	<b>General</b>	<b>Child Development</b>	<b>GO Bond</b>	<b>Capital Outlay</b>	<b>Insurance Services</b>	<b>N/R Reimb Operations</b>	<b>Total</b>
Assets	68,364,890	7,188	117,238,084	5,685,991	28,635,987	212,466	220,144,606
Due To System Posting	0	0	0	0	0	0	0
Liabilities	1,884,573	10,116	94	-1	0	1,760,196	3,654,977
Due To/From System Posting	0	0	0	0	0	0	0
<b>Fund Balance</b>	<b>66,480,317</b>	<b>-2,928</b>	<b>117,237,990</b>	<b>5,685,992</b>	<b>28,635,988</b>	<b>-1,547,730</b>	<b>216,489,629</b>
Beginning Balance	23,601,080	1	138,999,371	5,705,790	35,057,689	0	203,363,931
Income							
Adopted Budget	224,362,362	1,197,973	3,000,000	2,900,478	39,540,000	11,685,134	282,685,947
Actual	129,654,274	602,421	1,466,755	1,319,396	9,980,720	4,578,338	147,601,904
%	57.79%	50.29%	48.89%	45.49%	25.24%	39.18%	1
Expenses							
Adopted Budget	247,963,442	1,197,973	141,999,371	8,606,268	74,597,689	11,685,134	486,049,877
Actual	86,845,930	605,350	23,228,136	1,339,195	16,402,421	6,126,068	134,547,100
%	35.02%	50.53%	16.36%	15.56%	21.99%	52.43%	0
Suspense Clearing	70,893	0	0	0	0	0	70,893
Accrual Adjustments	0	0	0	0	0	0	0
Audit Adjustments	0	0	0	0	0	0	0
<b>Fund Balance</b>	<b>66,480,317</b>	<b>-2,928</b>	<b>117,237,990</b>	<b>5,685,992</b>	<b>28,635,988</b>	<b>-1,547,730</b>	<b>216,489,628</b>

## Coast Community College District Financial Status Report

### Second Quarterly Report Fiscal Year 2008/2009

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9110	CASH IN COUNTY TREASURY	27,485,700	28,659,039	56,144,740
9120	CASH IN BANKS	1,676,586	675,513	2,352,099
9125	CASH COLLECTN AWAITG DEPOSIT	2,711,999	-2,711,999	0
9130	REVOLVING CASH FUND	264,979	36,079	301,058
9150	INVESTMENTS	79	0	79
9160/9169	ACCOUNTS RECEIVABLE	12,698,675	-4,945,035	7,753,640
9170	DUE FROM OTHER FUNDS	1,120,185	-158,570	961,615
9220	PREPAID EXPENSES	14,549	-14,549	0
9230	PREPAID EXPENSE/MID-MONTH	0	851,660	851,660
<b>Total Assets</b>		<u>45,972,752</u>	<u>22,392,138</u>	<u>68,364,890</u>

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9510	ACCOUNTS PAYABLE	2,855,816	-2,711,128	144,688
9511	MISC ACCRUALS YR-END	5,680,957	-5,054,565	626,392
9512	DEPOSIT REFUNDABLE	99	0	99
9514	ACCRUED PAYROLL PAYABLES	544,293	-512,730	31,564
9519	ACCTS PAYABLE ACCRUALS	389,080	-72,552	316,528
9520	DUE TO OTHER FUNDS	4,197,853	-4,197,853	0
9540	DEFERRED INCOME	7,900,848	-7,900,848	0
9541	CAPITAL LEASES	3,523	0	3,523
9550	SUMMER PAY WITHHELD	51,138	-32,774	18,364
9552	CALIF USE TAX PAYABLE	6,608	-4,874	1,734
9554	BACKUP WITHHOLDING	0	224	224
9555	CA NON-RESIDENT W/H PAYABLE	0	0	0
9571	ACCRUED VACATION	741,457	0	741,457
<b>Total Liabilities</b>		<u>22,371,672</u>	<u>-20,487,099</u>	<u>1,884,573</u>

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9711	NON-DESIGNATED FUND BALANCE	28,794,304	-5,193,224	23,601,080
9712	YEAR END APPROPRIATIONS	0	0	0
9713	ACCOUNTS RECEIVABLE ADJUSTMTS	-4	4	0
9714	ACCOUNTS PAYABLE ADJUSTMENTS	0	0	0
		<u>28,794,300</u>	<u>-5,193,220</u>	<u>23,601,080</u>
	Fund Balance as of December 31, 2008			23,601,080
	Plus Total Revenues			129,654,274
	Less Total Expenditures			86,845,930
9910	Less Suspense Clearing			-70,893
9918	Less Suspense A Payroll			0
9919	Less Suspense B Payroll			0
	Fund Balance as of December 31, 2008			<u>66,480,317</u>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8120	HIGHER EDUCATION ACT	1,260,680	265,643
8130	WORKFORCE INVESTMENT ACT	5,425,478	1,014,361
8140	TANF-TRANSITIONL ASSIST TO NEEDY FAMILIES	136,677	51,688
8170	VOC&APPLIED TECH EDUCATION ACT	2,171,564	60,413
8199	OTHER FEDERAL REVENUE	219,504	1,102
<b>Sub Total</b>	<b>8100 FEDERAL REVENUE</b>	<b>9,213,903</b>	<b>1,393,207</b>
8612	STATE GENERAL APPORTIONMENT	73,900,000	41,242,490
8619	OTHER GENERAL APPORTIONMENTS	1,707,519	797,640
8622	EXTENDED OPPORTUNITY PROG &SVS	3,413,316	1,672,272
8623	DISABLED STUDENTS PROGRAMS&SVS	2,870,577	1,342,652
8624	CALWORKS	590,786	223,425
8625	TELE TECH INFRASTRUCTURE PROG TTIP	253,063	199,189
8629	OTHER CATEGORICAL APPORTIONMT	8,954,495	5,210,164
8651	COMM COLL CONSTRUCTION ACT	0	0
8653	INSTRUCTIONAL IMPROVEMENT GRT	256	256
8654	MIDDLE COLLEGE	121,846	48,738
8659	OTHER CATEGORICAL PROGRAMS	1,085,036	83,670
8672	HOMEOWNERS PROPERTY TAX RELIEF	500,000	107,908
8673	TIMBER YIELD TAX	0	11
8681	STATE LOTTERY PROCEEDS	5,214,092	269,587
8682	STATE MANDATED COSTS	0	0
<b>Sub Total</b>	<b>8600 STATE REVENUE</b>	<b>98,610,986</b>	<b>51,198,002</b>
8811	DISTRICT TAXES - SECURED ROLL	75,500,000	40,736,306
8812	DISTRICT TAXES-SUPPLEMNTL ROLL	3,500,000	1,079,718
8813	DISTRICT TAXES-UNSECURED ROLL	3,500,000	2,016,795
8816	DISTRICT TAXES-PRIOR YEAR	2,000,000	4,021,039
8817	EDU REVENUE AUGUMENTATION FUND	2,000,000	1,320,254
8831	CONTRACT INSTRUCTION	1,509,300	6,009,733
8840	SALES	100,500	56,551
8850	RENTALS	1,464,500	594,237
8861	INTEREST & INVESTMENT INCOME	1,250,000	333,627



<u>Object</u>	<u>Description</u>	<u>Adjusted</u> <u>Budget</u>	<u>Actual</u>
8871	CHILD DEVELOPMENT SERVICES	492,000	222,631
8874	ENROLLMENT FEES	11,500,000	9,846,394
8876	HEALTH FEES	1,848,750	1,572,830
8877	INSTRUCT MATERIAL FEES	755,606	524,842
8879	STUDENT RECORDS	210,000	107,725
8880	NON RESIDENT TUITION	6,380,000	6,897,548
8881	PARKING FEES	1,733,881	835,041
8889	OTHER STUDENT FEES	46,500	241,906
8892	TELECOURSE REVENUE	2,009,100	0
8893	PARKING FINES	426,000	182,697
8899	OTHER LOCAL INCOME	1,354,774	460,119
<b>Sub Total</b>	<b>8800 LOCAL REVENUE</b>	<b>117,580,911</b>	<b>77,059,991</b>
8912	SURPLUS PROPERTY SALES	0	3,074
8914	GAIN ON SALE OF ASSESTS	0	0
8981	INTERFUND TRANSFERS	0	0
<b>Sub Total</b>	<b>8900 OTHER FINANCING SOURCES</b>	<b>0</b>	<b>3,074</b>
	<b>TOTAL REVENUE</b>	<b>225,405,800</b>	<b>129,654,274</b>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
1100	INSTRUCTORS REG CONTRACT	39,230,069	15,140,387
1200	NON-INSTRUCTNL REG CONTRACT	16,289,272	6,635,131
1300	INSTRUCTORS HOURLY	19,054,763	10,322,347
1400	NON-INSTRUCTNL HOURLY	3,391,919	1,112,523
<b>Sub Total</b>	<b>1000 CERTIFICATED SALARIES</b>	<b>77,966,023</b>	<b>33,210,388</b>
2100	NON-INSTR CLASSIF REG CONTRACT	44,933,504	18,707,940
2200	INSTR CLASSIF REG CONTRACT	3,983,386	1,670,790
2300	NON-INSTRUCTIONAL, HOURLY	7,214,771	3,267,080
2400	INSTRUCTIONAL HOURLY	1,214,822	705,180
<b>Sub Total</b>	<b>2000 CLASSIFIED SALARIES</b>	<b>57,346,483</b>	<b>24,350,990</b>
3000	EMPLOYEE BENEFITS	2,884,362	0
3100	STRS-STATE TEACHERS RETIREMENT	4,182,368	2,271,271
3200	PERS-PUBLIC EMPLOYEES RETIREMENT	5,029,329	2,183,005
3300	OASDI-OLD AGE/SURVIVORS/DISABILITY INS	4,676,511	2,168,304
3400	HEALTH & WELFARE BENEFITS	20,079,540	2,783,804
3500	STATE UNEMPLOYMENT INS	310,072	57,808
3600	WORKERS COMPENSATION INS	1,778,512	978,315
3700	LOCAL RETIREMENT SYSTEM	8,650,000	4,728,648
3900	OTHER BENEFITS	0	0
<b>Sub Total</b>	<b>3000 STAFF BENEFITS</b>	<b>47,590,694</b>	<b>15,171,155</b>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
4200	OTHER BOOKS	50,480	8,940
4300	INSTRUCTINL SUPPLIES	5,308,121	1,419,235
4400	MEDIA SUPPLIES	34,970	2,479
4600	FUEL, OIL & REPAIR PARTS	558,926	201,015
4900	OTHER SUPPLIES	0	
<b>Sub Total</b>	<b>4000 BOOKS, SUPPLIES &amp; MATERIALS</b>	<b>5,952,497</b>	<b>1,631,669</b>
5000	INDIRECT EXPENSE CHARGEBACK	306,537	3,970
5100	PERSONAL AND CONSULTANT SERVICES	1,326,987	419,664
5200	TRAVEL AND CONFERENCES	983,651	293,203
5300	DUES AND MEMBERSHIP	366,501	179,614
5400	INSURANCE	1,377,677	1,119,800
5500	UTILITIES	5,315,151	2,915,652
5600	RENT, LEASES AND REPAIRS	7,140,990	3,097,903
5700	LEGAL, ELECTION AND AUDIT EXPENSES	2,402,411	490,205
5800	OTHER OPERATING EXPENSES AND SERVICES	8,112,446	2,279,300
5900	OTHER	4,305,298	0
<b>Sub Total</b>	<b>5000 CONTRACT SERVICES, OPERATING EXPENSES</b>	<b>31,637,649</b>	<b>10,799,310</b>
6100	SITE IMPROVEMENTS	20,217	21,794
6200	BUILDING IMPROVEMENTS	210,118	113
6300	BOOKS (NEW)	98,055	73,291
6400	EQUIPMENT AND LEASE PURCHASE	3,734,397	667,632
<b>Sub Total</b>	<b>6000 CAPITAL OUTLAY</b>	<b>4,062,787</b>	<b>762,830</b>
7300	INTERFUND TRANSFER OUT	1,981,359	52,727
7500	STUDENT FINANCIAL AID	126,560	32,430
7600	OTHER PAYMENTS TO OR FOR STUDENTS	2,065,005	834,432
7900	RESERVE FOR CONTINGENCIES (BUDGET ONLY)	20,279,823	0
<b>Sub Total</b>	<b>7000 OTHER OUTGO &amp; RESERVES</b>	<b>24,452,747</b>	<b>919,588</b>
	<b>TOTAL EXPENDITURES</b>	<b>249,008,880</b>	<b>86,845,930</b>

