
REVISED AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, June 17, 2009
5:00 p.m. Closed Session 6:30 p.m. Regular Meeting
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

1.00 Procedural Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Open Session – Items on Agenda)

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

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1.04 Recess to Closed Session

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

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

- 1. Faculty Special Assignments**
- 2. Substitute Faculty**
- 3. Full time Faculty**
- 4. Part time Faculty**
- 5. Classified Staff**
 - a. Contract Ed Operations Coordinator, Senior, Temporary
 - b. Nursing Innovation Grant Clerk, Intermediate, Temporary
 - c. Workforce Specialist, Temporary
 - d. CTE Community Collaborative Grant Coordinator, Temporary
 - e. Workforce Specialist, Temporary

- 6. Classified Temporary Assignments
- 7. Hourly Staff
- 8. Substitute Classified
- 9. Clinical Advisors
- 10. Student Workers
- 11. Interim Associate Vice Chancellor of Educational Services

1.04.02 Conference with Labor Negotiator (Pursuant to Government Code 54957.6)
 Agency Negotiator: Dr. Joseph Quarles, Vice Chancellor of Human Resources
 Employee Organizations: Coast Federation of Classified Employees (CFCE),
 Coast Community College Association - California Teachers Association/
 National Education Association (CCCA-CTA/NEA),
 Coast Federation of Educators/American Federation of Teachers (CFE/AFT)

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

Morgenstern 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
Coast Federation of Classified Employees v. Coast Community College District ("Me too" Grievance)
Campbell v. Coast Community College District (CFCE Arbitration)
Sleep v. Coast Community College District (CCCA-CTA/NEA)
Chambers v. Coast Community College District (CCCA-CTA/NEA)
Warwick v. Coast Community College District (CFE)
Jasser v. Coast Community College District (CFE Grievance)

1.04.04 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "c" of Government Code section 54956.9)
 Potential initiation of litigation - 1 Case

1.04.05 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "b" of Government Code section 54956.9)
 Significant exposure to litigation: Claim filed by Jeannette Faber
 Significant exposure to litigation: Claim filed by Leon Kimball

1.04.06 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "b" of Government Code section 54956.9)
 Significant exposure to litigation - 1 Case

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

1.06 Pledge of Allegiance – Trustee Walter G. Howald

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session - Items on Agenda)

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- 1.09 Resolution Acknowledging Orange Coast College's 2009 Championship Baseball Team
- 1.10 Acceptance of Retirements
- 2.00 General Information and Reports
 - 2.01 Informative Reports
(Oral reports shall be limited to a maximum of three minutes. If requested and provided to the Board during the oral report, a written report shall be included as part of the public record. These reports generally will cover issues such as past and upcoming activities, student enrollment, budgetary issues, student concerns, and employee concerns)
 - 2.01.01 Report from the Chancellor
 - 2.01.02 Reports from the Presidents
 - 2.01.03 Reports from the Officers of Student Government Organizations
 - 2.01.04 Reports from the Academic Senate
 - 2.01.05 Reports from Employee Representative Groups
 - 2.01.06 Reports from the Board of Trustees
 - 2.01.07 Reports from the Board Committees
 - 2.02 Matters for Review, Discussion and/or Action
 - 2.02.01 Review of Board Meeting Dates
 - 2.02.02 Consideration of Association of Community College Trustees (ACCT) & California Community Colleges League (CCLC) Meeting and Conferences
 - 2.02.03 Opportunity for the Board to Review the Board Directives Log
The Board Directives Log tracks requests made by the Board of Trustees. A copy of the Board Directives Log is available for review in the Board of Trustees' Office and at Board meetings. The Board may take action pertaining to matters on the Log, by adding, deleting, or modifying items.
 - 2.02.04 Opportunity for the Board of Trustees to Review Policy 040-11-2 "Identity Theft Prevention"
 - 2.02.05 Opportunity for the Board of Trustees to Review the Orange Coast College President Profile

- 2.03 Review of Buildings and Grounds Reports
 - Orange Coast College Sailing Center Upgrade (Women's Locker Room in Boathouse)
 - Orange Coast College Child Care Afterschool Classroom
 - Orange Coast College Softball Field
 - Orange Coast College New Consumer Health & Science Lab Building
 - Golden West College Learning Resource Center
 - Golden West College Energy Project
- 2.04 Review of Quarterly Financial Status Report
- 3.00 Consent Calendar
 - 3.01 Curriculum Approval (None)
 - 3.02 Authorization for Attendance at Meetings and/or Conferences
 - 1. Meeting for the Board of Trustees
 - 2. Meetings for Faculty and 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
 - Business Education Statewide Advisory Committee (BESAC)
 - Women's Summit 2009
 - Orange County Asian and Pacific Islander Community Alliance Free SAT Practice Testing Event
 - Transatlantic Global Advocacy Reward Trip
 - Student Services Managers' Meeting
 - Recruitment Business Outreach and Partner Agency Activities
 - Department Staff Development and Training Meetings
 - Host Partner Agency Meetings
 - Host Client Functions, Meetings and Workshops
 - Academic Senate Executive Planning Workshop
 - Vietnamese Language Instructors' Training Conference 2009
 - Art Shows and Art-Related Events
 - 3.03.02 Authorization for Special Projects – Golden West College
 - Co-Sponsor outside Groups
 - CSU Dominguez Hills Instructional Class
 - Investigators Academy Graduation
 - Art Open House
 - 3.03.03 Authorization for Special Projects – Orange Coast College
 - Community Workshops on "Green Topics"
 - Conference for Vietnamese Language Teachers
 - Retirement Party for Robert Dees, OCC President
 - Variety of On and Off-Campus Activities

Food and Refreshments
Red Bull Soccer Camp
Annual California Community College Football Coaches Association Meeting
Blood and Bone Marrow Drives and Monthly Bloodmobiles
Meetings and Events
Meetings
Train the Trainer/Violence Prevention on Campus
Outreach Meetings, Workshops, and Tours
Special Events Including Adopt-A-Family, Honors Celebration, Orientation, and Meetings
Honor Society's Membership Fees for EOPS and CARE students who participate in Honor Society
Programs such as Mu Alpha Theta, Alpha Gamma Sigma, Phi Alpha Mu, Psi Beta Honorary
Society, and Phi Theta Kappa
Girl's Inc. Program
Meal Cards/Tickets Program for EOPS/CARE students
Meetings and Events
Luncheon for Tenure-Track Faculty
Key Club Regional Training Conference
Visual and Performing Arts Student Productions - 2009-2010
Meetings and Receptions

3.03.04 Authorization to Apply for Funded Programs (None)

3.03.05 Authorization for Disposal of Surplus

3.03.06 Authorization to Enter Standard Telecourse Agreements – Coastline Community College

3.03.07 Approval of Clinical Contracts – Golden West College

3.03.08 Approval of Clinical Contracts – Orange Coast College

3.03.09 Authorization for Purchase of Institutional Memberships – Coastline Community College

3.03.10 Authorization for Purchase of Institutional Memberships – Golden West College

3.03.11 Authorization for Purchase of Institutional Memberships – Orange Coast College

3.03.12 Authorization for Purchase of Institutional Memberships – District

3.03.13 Authorization for Community Activities – Coastline Community College

3.03.14 Authorization for Community Activities – Golden West College

3.03.15 Authorization for Community Activities – Orange Coast College

3.03.16 Sailing Program – Orange Coast College

3.04 Personnel Items

3.04.01 Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations

3.04.02 Authorization for Leave of Absence

3.04.03 Authorization for Changes in Assignments, Academic Staff

3.04.04 Authorization for Contract Amendments Based Upon Horizontal Salary Moves

3.04.05 Authorization for Reclassification, Classification Reductions, and Reorganizational Reassignments, Classified Staff

3.04.06 Authorization for Schedule Changes, Classified Staff

3.04.07 Authorization for Changes in Salary Schedules

3.04.08 Authorization for Professional Experts

3.04.09 Monthly Travel Allowances

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

3.05.03 Authorization for Independent Contractors – Orange Coast College

3.05.04 Authorization for Independent Contractors – District

3.05.05 Authorization for Professional Development

3.05.06 Authorization for Off-Campus Assignment – Coastline Community College

3.05.07 Authorization for Off-Campus Assignment – District

3.05.08 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 – District

4.00 Action Items

4.01 Approval of Agreements – Coastline Community College

4.01.01 Approve an Amendment to an Agreement between the Kendall/Hunt Publishing Company and the Coast Community College District to Design and Produce a Physical Geology Online Course and Textbook/Workbook

- 4.01.02 Approve Agreement between Business Empowerment, Inc. (DBA Dale Carnegie Training of Orange County) and the Coast Community College District to provide Dale Carnegie Training
- 4.01.03 Approve Agreement between NCS Pearson, Inc. and the Coast Community College District to Operate as a Controlled Testing Center
- 4.01.04 Approve Agreement Addendum between Mobile Modular Management Corporation and the Coast Community College District to Lease a Commercial Coach Modular Unit
- 4.01.05 Authorization to Approve an Agreement with the County of Orange and the Coast Community College District to provide Workforce Investment Act Approved Training
- 4.01.06 Authorization to Amend an Existing Sublease between City of La Habra, and the Coast Community College District for the Purpose of Leasing Space for the Youth Program at the Orange County One-Stop Center – Westminster Site
- 4.01.07 Authorization to Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North
- 4.01.08 Authorization to Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - South
- 4.02 Approval of Agreements – Golden West College
- 4.02.01 Approve Agreement with Streaming Media Hosting for Video Streaming
- 4.03 Approval of Agreements – Orange Coast College
- 4.03.01 Approve Amendment to Agreement between Follett Higher Educational Group, Inc. and the Coast Community College District to Amend Sections 8.2 and 15.2
- 4.03.02 Approve Agreement with CI Solutions-Card Integrators Corporation and the Coast Community College District to Provide a Service Maintenance and License Agreement for the Student Photo Identification System and Hardware for the period July 1, 2009, through June 30, 2010
- 4.04 Approval of Agreements – District
- 4.04.01 Authorization to Enter into a Professional Services Agreement between Strata Information Group, Inc. (SIG) and Coast Community College District
- 4.04.02 Authorization to Enter into an Agreement Renewal between Coast Community College District and Mandate Resource Services to Provide Claim Preparation Services
- 4.04.03 Approval by the Board of Trustees for a Motion Presented by the Orange County Department of Education
- 4.04.04 Approve Agreement between InterSchola and the Coast Community College District for the Purpose of Disposal of Surplus Equipment

- 4.04.05 Authorization to (1) Approve Blackboard Master Terms, (2) Enter Into Blackboard Vista On-line Learning System Software License and Services Agreement and (3) Enter into Blackboard Hosting Services Addendum
- 4.04.06 Authorization to enter into a Dedicated Access Service Agreement between Time Warner Cable and Coast Community College District
- 4.04.07 Authorization to enter into a Loan Servicing Agreement between ACS Education Services, Inc. and the Coast Community College District
- 4.04.08 Authorization to enter into a Master Equity Lease Agreement between Enterprise Rent-A-Car Company of Los Angeles and the Coast Community College District, Pursuant to City of Tulare Bid No. 06-422 Master Terms and Conditions
- 4.04.09 Authorization to Enter into Memorandum of Understanding between Newport-Mesa Unified School District and the Coast Community College District
- 4.05 Buildings and Grounds Approvals
 - 4.05.01 Bid Tabulations and Award of Contract: Coastline College Center Restoration of Exterior Metal Panels; Bid No. 1967
 - 4.05.02 Authorization to Enter into a Lease Agreement with Mobile Modular Management; Coastline Community College Parent Education Program
 - 4.05.03 Approve Change Order No. 1; Orange Coast College Sailing Center Remodel; Bid No. 1940
 - 4.05.04 Authorization for Addendum No. 6; Bundy-Finkel Architects; Orange Coast College Sailing Center Upgrade
 - 4.05.05 Approval and Submission of the 2011-2015 Five-Year Construction Plan; Orange Coast College, Golden West College, Coastline College, and the District
- 4.06 General Items of Business – Coastline Community College
- 4.07 General Items of Business – Golden West College
 - 4.07.01 Authorization to Conduct a Short-Term Study Abroad Program in History in London, England, June 26 – July 26, 2010
- 4.08 General Items of Business – Orange Coast College
 - 4.08.01 Authorization to Change Signatories for the Orange Coast College Union Bank Accounts Effective July 1, 2009
- 4.09 General Items of Business – District
 - 4.09.01 Public Hearing on Coast Community College District Tentative Budget for 2009-2010
 - 4.09.02 Consideration of Coast Community College District Tentative Budget for 2009-2010

4.09.03 Authorization for District to Enter into Meet and Confer and Negotiations with All Employee Groups

4.10 Personnel Action Items

4.10.01 Authorization to Approve Salary Schedules for 2009-2010

4.11 Resolutions

4.11.01 Coast Community College District Board of Trustees Resolution #09-31
Budget Transfers

4.11.02 Coast Community College District Board of Trustees Resolution #09-32 Adoption of
Resolution to Participate in the State Capital Outlay Program Budget Year 2011-2012

4.11.03 Coast Community College District Board of Trustees Resolution #09-33 Adoption of
Resolution to Participate in the State Capital Outlay Program Budget Year 2011-2012

4.12 Approval of Minutes

Special Meeting of: May 18, 2009

Regular Meeting of: May 20, 2009

Regular Meeting of: May 20, 2009

5.00 Public Comment (Items not on the Agenda)

6.00 Adjournment

1.00 Procedural Matters

Meeting: 06/17/2009 Regular Meeting
Category: 1. Procedural Matters
Agenda Type: Information
Public Access: Yes

Agenda Item Content

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Agency Negotiator: Dr. Joseph Quarles, Vice Chancellor of Human Resources
Employee Organizations: Coast Federation of Classified Employees (CFCE),
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Potential initiation of litigation - 1 Case

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Significant exposure to litigation: Claim filed by Jeannette Faber
Significant exposure to litigation: Claim filed by Leon Kimball

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1.09 Resolution Acknowledging Orange Coast College's 2009 Championship Baseball Team

Coast Community College District Board of Trustees Resolution #09-30 Acknowledging Orange Coast College's 2009 Championship Baseball Team

WHEREAS, Orange Coast College has fielded a baseball team every year since 1949; and

WHEREAS, Orange Coast College baseball competes in the Orange Empire Conference, and whose main competition consists of teams from Golden West College, Fullerton College, Santa Ana College, Cypress College, Riverside Community College, and Saddleback College; and

WHEREAS, the Orange Coast College baseball team is coached by John Altobelli, and assistant coaches Jeff Piaskowski, Sr., Davowve Bowman, Jeff Piaskowski, Jr., Bob Flint, Kevin Snapp, and Luke Sargent, under the leadership and guidance of Athletic Director Barbara Bond; and

WHEREAS, Orange Coast College baseball teams have won conference titles in the years 1949, 1953, 1955, 1957, 1960, 1962, 1980, 1981, 1982, 1984, 1986, 2005 and 2009; and

WHEREAS, Orange Coast College baseball has won Southern California Regional titles in the years 1955, 1956, 1960, 1962, 1980, 1993, 2005 and 2009;

WHEREAS, Orange Coast College baseball teams won California State championships in the years 1956, 1960 and 1980; and

WHEREAS, the 2009 Orange Coast College baseball program set team records for obtaining thirty-seven victories, six hundred hits, and four hundred fifty five and one-third innings pitched; and

WHEREAS, Team Coach John Altobelli became the 27th head coach in California community college history to achieve four hundred or more victories in a career, and in 2009 became Orange Coast College's leader in games won; and

WHEREAS, the 2009 baseball team, under Coach Altobelli's leadership, won a its fourth state baseball championship.

NOW, THEREFORE BE IT RESOLVED, that on this seventeenth day of June 2009, the Coast Community College District Board of Trustees hereby acknowledges and congratulates the Orange Coast College baseball team for winning its fourth state championship.

Additional Administrative Content

Action Agenda Details

Motion:

Report on Yesterday's Board Meeting and Board Resolution 2009-06-17-001 on the 2009 State Football Championship

1.10 Acceptance of Retirements

Meeting: 06/17/2009 Regular Meeting

Category: 1. Procedural Matters

Agenda Type: Information

Public Access: Yes

Agenda Item Content**1.10 Acceptance of Retirements**

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

Administrator

Dees, Robert Vernon, OCC, President, retirement effective 06/30/09.

Robert Dees, president of Orange Coast College, will retire June 30 after more than 30 years' service to OCC. Dees became OCC's ninth president in April 2005. He oversees all campus operations, including Administration, Student Services, Instructional Services, and the OCC Foundation.

Under his leadership, OCC has implemented a wide range of strategic initiatives to enhance student learning, improve services to the community, and upgrade campus infrastructure & technology. Dees played a strong leadership role in formulating OCC's long-range Academic Master Plan, as well as the campus Facilities Master Plan, and has ushered \$250 million in new construction following voters' passage of Measure C in 2002.

Improvements during his tenure as president include a new \$33 million library, state-of-the-art Fitness Complex, the four-story Watson Hall enrollment center, renovated science hall and athletic facilities, arts pavilion, children's center, and exterior signage. Projects in the planning stages include new student campus housing, planetarium, Allied Health, Biology & Consumer Health Sciences building, and electronic way-finding signs.

In May, Dees was honored by the Youth Employment Service (YES) of the Harbor Area for his contributions to education and community service.

Prior to being appointed president, Dees served as OCC's vice president of instruction for seven years, where he oversaw instructional planning and program development. Through continuous collaboration and consensus building, he helped facilitate the infusion of new technology into campus programs, classrooms and labs. From 1984 to 1998, Dees served as dean of Orange Coast College's Literature and Languages division. He was chair of the English department for three years (1981-84), and began his career at OCC in 1978 as an English instructor. Before joining OCC, Dees taught English at UCLA, Cal State Northridge, L.A. City College, and L.A. Trade Tech. A native of Monrovia, Calif., Dees earned a B.A. and M.A. in English from San Jose State University. He pursued doctoral studies at UCLA, and completed a management and leadership institute at Harvard.

He is a former president of the statewide English Council of California Two-Year Colleges, and a member of the State Chancellor's "Basic Skills Task Force." Dees is the author of several books, including "Four in One: Critical Thinking, Reading, Writing and Research," and "The Resourceful Writer" and "Writing the Modern Research Paper." He and his wife, Van, a college instructor, reside in Laguna Niguel.

Faculty

Blackburn, Brian W., GWC, Instructor, Automotive Technology, retirement effective 06/01/09.

Brian has been an Automotive Technology faculty at Golden West College for 29 years. He is an avid

skier and has tolerated his long commute to the campus for many years so he can stay close to the mountains and the slopes. Brian has a deep passion for his students and inspires them to compete for the highest grades. In return, students respect him for his care for education and the depth of his knowledge in automotive technology. Brian has been instrumental in keeping our automotive electric courses current with the fast changing industry. Golden West College is indebted to Brian for his years of service to the college and to the students.

Walker, David B., GWC, Instructor, Diesel Technology, retirement effective 05/28/09.

Dave has been a Diesel Technology faculty at Golden West College for 31 years. His program has always been well-known and respected in the local region. Dave's students respect him and are quite devoted to the program; in fact, many of them have come back over the years to lend him a hand around the shop. When not teaching, it is likely that you can find Dave on his boat, fishing the local waters of Southern California. Golden West College is indebted to Dave for his years of service to the college and to the students.

Classified

Frutos, Rene, OCC, Groundskeeper II, retirement effective 03/13/09.

Rene Frutos is a great worker who prides himself on quality and production, while keeping a low profile. Rene is a man of quiet perseverance. Rene dislikes meetings and seminars because he feels they take away from his work. Rene is a man of few words and a lifetime of grounds keeping experience. I always pay attention when Rene has something to say to me because I know it is important. Rene plans on spending time with his wife and family during his retirement. Rene is a tremendous employee and friend. I am not alone when I say that he will be sorely missed.

Higgins, William J., DIST, Lead Mechanic, retirement effective 07/11/09.

William Higgins has been in the auto repair industry for 40 years, and a member of the Coast Community College District family for 27 years. During his tenure, William has quietly worked to maintain our District vehicle fleet, consisting of approximately 100 vehicles. Coast District is consistently praised for the outstanding condition in which our fleet is kept, largely due to the commitment of Mr. Higgins and the Transportation team. In his retirement, William looks forward to travelling and playing rock' n roll music with his band. The Transportation team wishes "Willie" the best of health and happiness in his retirement.

Matthews, Lillian B., CCC, Corporate Developer, retirement effective 07/01/09.

Bernice Matthews began her career with the Coast Community College District 10 years ago on October 12, 1998, as a Workforce Specialist. She was promoted to Corporate Developer on September 12, 2003. Bernice has been a dedicated Corporate Developer, strengthening business relationships and promoting Coast Community College District and the One-Stop and Business Service Centers. Bernice says she will miss her Coast District family, but she looks forward to many new and adventurous business opportunities.

White, Douglas R., DIST, Computer Operator, retirement effective 06/20/09.

Doug has been working for the Coast Community College District since 1985. In the mid 60's he worked as a work study student then after graduation he worked as an hourly while going to California State University Long Beach where he received his BS degree. Doug is moving to Pueblo, Colorado in late June to be near family. His hobbies are weather and gardening. "The weather in Colorado will be very different there that is for sure but I'll have a place to garden". He is also going to do volunteer work to keep himself busy. Doug said CCCD has been a great place to work for the last 24 years. There was always something new to learn. We all wish Doug the best in his retirement.

2.00 General Information and Reports

Meeting: 06/17/2009 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

2.00 General Information and Reports

Additional Administrative Content

Created on yesterday at 04:50 AM by Jodi Rodriguez. Last update on 06/17/2009 by Jodi Rodriguez.

2.01 Informative Reports

Meeting: 06/17/2009 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

2.01 Informative Reports

(Oral reports shall be limited to a maximum of five minutes. If requested during the oral report, a written report shall be included as part of the public record.)

2.01.01 Report from the Chancellor

2.01.02 Reports from the Presidents

Coastline Community College
Golden West College
Orange Coast College

2.01.03 Reports from the Officers of Student Government Organizations

Coastline Community College
Golden West College
Orange Coast College

2.01.04 Reports from the Academic Senate Presidents

Coastline Community College
Golden West College
Orange Coast College

2.01.05 Reports from Employee Representative Groups

2.01.06 Reports from the Board of Trustees

2.01.07 Reports from the Board Committees

Audit Committee
Accreditation Committee
Career Technical Education Committee
Land Development Committee

Additional Administrative Content

2.02 Matters for Review, Discussion and/or Action

Meeting: 06/17/2009 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

2.02 Matters for Review, Discussion and/or Action

2.02.01 Review of Board Meeting Dates

<u>Date</u>	<u>Topics</u>
July 15, 2009	Regular Meeting
August 5, 2009	Study Session, Adoption of Budget Calendar, Legislative Task Force Appointments
August 19, 2009	Regular Meeting, Internal Audit Report, Quarterly Financial Status Report
September 2, 2009	Regular Meeting
September 16, 2009	Regular Meeting
September 30, 2009	Regular Meeting
October 21, 2009	Study Session, Adoption of Budget Calendar, Board Self-Evaluation
November 4, 2009	Regular Meeting
November 18, 2009	Regular Meeting, Internal Audit Report, Quarterly Financial Status Report
December 9, 2009*	Regular/Organizational Meeting

*Tentative

2.02.02 Consideration of Association of Community College Trustees (ACCT) & California Community Colleges League (CCLC) Meetings and Conferences

September 14-15, 2009	Sacramento	Board of Governors Meeting
October 6-10, 2009	San Francisco	ACCT Annual Congress
November 2-3, 2009	San Francisco	Board of Governors Meeting
November 19-21, 2009	San Francisco	CCLC Annual Convention
November 28-30, 2009	Manhattan Beach	Network for Community College Foundation

2.02.03 Opportunity for the Board to Review the Board Directives Log

The Board Directives Log tracks requests made by the Board of Trustees. A copy of the Board Directives Log is available for review in the Board of Trustees' Office and at Board meetings. The Board may take action pertaining to matters on the Log, by adding, deleting, or modifying items.



2.02.04 Opportunity for Board of Trustees to Review Policy 040-11-2 "Identity Theft Prevention"

COAST COMMUNITY COLLEGE DISTRICT IDENTITY THEFT PREVENTION POLICY

SECTION 1: BACKGROUND

The risk to the Coast Community College District, its employees, contractors, and students from data loss and identity theft is of significant concern to the District and can be reduced only through the combined efforts of every employee and contractor.

SECTION 2: PURPOSE

The District adopts this Identity Theft Prevention Policy to help protect employees, students, clients, contractors, and the District from damages related to the loss or misuse of sensitive information. The District is complying with the regulatory requirements of the Federal Trade Commission, which issued regulations known as the "Red Flag Rules" under the Fair and Accurate Credit Transactions Act,, Sections 114 and 315 (16 CFR Part 681), which amended the Fair Credit Reporting Act with the intent to reduce the risk of identity theft.

This Policy is intended to reduce the risk of identity fraud, and to minimize the potential damage to the District, and its students and clients from fraudulent activity.

This Policy:

1. Defines sensitive information;
2. Describes the physical security of data when it is printed on paper;
3. Describes the electronic security of data when stored and distributed; and
4. Places the District in compliance with state and federal law regarding identity theft protection.

This Policy also includes procedures that will help the District to:

1. Identify relevant patterns, practices, and specific forms of activity that are "red flags" signaling possible identity theft within new or existing covered accounts;
2. Detect "red flags" when they occur in covered accounts;
3. Respond to any detected "red flags" to determine, prevent, and mitigate identity theft ; and
4. Update the procedures periodically, including reviewing the accounts that are covered and the identified risks.

SECTION 3: APPLICATION OF POLICY

This Policy applies to District employees and independent contractors, including all personnel affiliated with third parties with access to sensitive information.

SECTION 4: POLICY SCOPE

4.A: Sensitive Information Policy

4.A.1: Definition of Sensitive Information

Sensitive information includes, but is not limited to, the following items, whether stored in electronic or printed format:

4.A.1.a: Credit card information, including any of the following:

(Note that PCI compliance requirements prohibit the e-mailing of credit card information)

1. Credit card number (in part or whole)
2. Credit card expiration date
3. Cardholder name
4. Cardholder address
5. CVV numbers
6. Workplace passwords providing access to such information

4.A.1.b: Tax identification numbers, including:

1. Social Security number
2. Business identification number
3. Employer identification numbers

4.A.1.c: Payroll information, including, among other information:

1. Paychecks
2. Pay stubs

4.A.1.d: Cafeteria plan check requests and associated paperwork

4.A.1.e: Medical information for any employee or student , including but not limited to:

1. Doctor names and claims
2. Insurance claims
3. Prescriptions
4. Any related personal medical information

4.A.1.f: Other personal information belonging to any employee, student, or contractor, as used within the scope of the covered account. Examples of which include:

1. Date of birth

2. Address
3. Phone numbers
4. Maiden name
5. Names
6. Identification number (employee, military or social security numbers)

4.A.1.g: District personnel are encouraged to use common sense judgment in securing confidential information to the proper extent. Furthermore, this section should be read in conjunction with the California Public Records Act and District policy. If an employee is uncertain of the sensitivity of a particular piece of information, he or she should contact their supervisor. In the event that the District cannot resolve a conflict between this Policy and the California Public Records Act, District personnel should contact District Risk Services for clarification.

4.A.2: Hard Copy Distribution

Each employee and contractor performing work for the District shall comply with the following requirements:

1. File cabinets, desk drawers, overhead cabinets, and any other storage space containing documents with sensitive information will be locked when not in use.
2. Storage rooms containing documents with sensitive information and record retention areas will be locked at the end of each workday or when unsupervised.
3. Desks, workstations, work areas, printers, and fax machines, and common shared work areas will be cleared of all documents containing sensitive information when not in use.
4. Whiteboards, dry-erase boards, writing tablets, etc. in common shared work areas will be erased when not in use.
5. When documents containing sensitive information are discarded, they will be placed inside a locked shred bin or immediately shredded using a district or campus shredding device. Locked shred bins are labeled *"Confidential paper shredding and recycling."* District records, however, may be destroyed only in accordance with State laws and regulations and consistent with District policy.

4.A.3: Electronic Distribution

Each employee and contractor performing work for the District shall comply with the following:

Sensitive information must be transmitted using only approved District e-mail. All sensitive information must be encrypted. Electronically stored data must be secured. Any sensitive information sent electronically of the type protected under this policy, must be encrypted and password protected and only sent to approved recipients. Additionally, a statement such as this should be included in the e-mail:

"This message may contain confidential and/or proprietary information and is intended for the person or entity to whom it was originally addressed. Any use by others is strictly prohibited."

SECTION 5: IDENTITY THEFT PREVENTION PROCEDURES

In accordance with the "Red Flag Rules", the following procedures are adopted to provide for the proper security of "covered" accounts maintained by the District

5.A: Covered accounts

A covered account includes any account that involves or is designed to permit multiple payments or transactions. Every new and existing customer, student and personnel account that meets the following criteria is covered by this Policy:

1. Accounts maintained for primarily personal, family, or household purposes ; or
2. Any other accounts for which there is a reasonably foreseeable risk to the consumer or to the safety or soundness of the District from identity theft, including financial, operational, compliance, reputation, or litigation risks.

5.B: Red flags

5.B.1: Any time a red flag, or a situation closely resembling a red flag, is apparent, it should be investigated for verification. The following red flags are *potential indicators* of fraud. Please note that this list is not all-inclusive.

1. Alerts, notifications, or warnings from a consumer reporting agency;
2. A fraud or active duty alert included with a consumer report;
3. A notice of credit freeze from a consumer reporting agency in response to a request for a consumer report; or
4. A notice of address discrepancy from a consumer reporting agency as defined in § 334.82(b) of the Fairness and Accuracy in Credit Transactions Act.

5.B.2: Red flags also include consumer reports that indicate a pattern of activity inconsistent with the history and usual pattern of activity of an applicant or consumer, such as:

- A recent and significant increase in the volume of inquiries;
- An unusual number of recently established credit relationships;
- A material change in the use of credit, especially with respect to recently established credit relationships; or
- An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

5.C: Suspicious documents

5.C.1: Documents provided for identification that appear to have been altered or forged.

5.C.2: The photograph or physical description on the identification is not consistent with the appearance of the applicant or consumer presenting the identification.

5.C.3: Other information on the identification is not consistent with information provided by the person opening a new covered account or consumer presenting the identification.

5.C.4: Other information on the identification is not consistent with readily accessible information that is on file with the District, such as a signature card or a recent check.

5.C.5: An application appears to have been altered or forged, or gives the appearance of having been

destroyed and reassembled.

5.D: Suspicious personal identifying information

5.D.1: Personal identifying information provided is inconsistent when compared against external information sources used by the District. For example:

- The address does not match any address in the consumer report;
- The Social Security number (SSN) has not been issued or is listed on the Social Security Administration's Death Master File; or
- Personal identifying information provided by the consumer is not consistent with other personal identifying information provided by the consumer.

5.D.2: Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the District. For example, the address on an application is the same as the address provided on a fraudulent application

5.D.3: Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by the District. For example:

- The address on an application is fictitious, a mail drop, or a prison; or
- The phone number is invalid or is associated with a pager or answering service.

5.D.4: The SSN provided is the same as that submitted by other persons opening an account or other consumers.

5.D.5: The address or telephone number provided is the same as or similar to the address or telephone number submitted by an unusually large number of other consumers or other persons opening accounts.

5.D.6: The consumer or the person opening the covered account fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.

5.D.7: Personal identifying information provided is not consistent with personal identifying information that is on file with the District.

5.D.8: When using security questions (mother's maiden name, pet's name, etc.), the person opening the covered account or the consumer cannot provide authenticating information.

5.E: Unusual use of, or suspicious activity related to, the covered account

5.E.1: Shortly following the notice of a change of address for a covered account, the District receives a request for new, additional, or replacement goods or services, or for the addition of authorized users on the account.

5.E.2: A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns. For example, the consumer fails to make the first payment or makes an initial payment but no subsequent payments.

5.E.3: A covered account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:

- Nonpayment when there is no history of late or missed payments;
- A material change in purchasing or credit usage patterns

5.E.4: A covered account that has been inactive for a reasonably lengthy period of time is used (taking into consideration the type of account, the expected pattern of usage and other relevant factors).

5.E.5: Mail sent to the consumer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the consumer's covered account.

5.E.6: The District is notified that the consumer is not receiving paper account statements.

5.E.7: The District is notified of unauthorized charges related to a customer's covered account.

5.E.8: The District receives notice from victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with covered accounts held by the District.

5.E.9: The District is notified by a student or a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.

5.E.10: The discovery of a security breach by an unauthorized party relating to protected sensitive information.

SECTION 6: RESPONDING TO "RED FLAGS"

6.A: Once potentially fraudulent activity is detected, an employee must act promptly and without unreasonable delay because timely and appropriate response can protect customers and the District from damages and loss.

6.A.1: Once potentially fraudulent activity is detected, gather all related documentation and write a description of the situation. Present this information to the designated authority for determination.

6.A.2: The designated authority will complete additional authentication to determine whether the attempted transaction was fraudulent or authentic.

6.B: If a transaction is determined to be fraudulent, appropriate actions must be taken immediately. Actions may include:

1. Canceling the transaction;
2. Notifying and cooperating with appropriate law enforcement;
3. Determining the extent of liability of the District; and
4. Notifying the actual customer that fraud has been attempted.

SECTION 7: PERIODIC UPDATES TO PLAN

7.A: Periodically, or as required, this Policy and Procedure will be re-evaluated to determine whether all aspects of the procedure are up-to-date and applicable in the current business environment.

7.B: Periodic reviews will include an assessment of which accounts are covered by the Policy.

7.C: As part of the review, red flags may be added, revised, replaced, or eliminated.

7.D: Actions to take in the event that fraudulent activity is discovered also may require revision to reduce damage to the District and its customers.

SECTION 8: CAMPUS PROCEDURE ADMINISTRATION

8.A: Involvement of management

1. The Identity Theft Prevention procedures warrant the highest level of attention.
2. Operational responsibility of the Policy is delegated to the Chancellor or designee.

8.B: Staff training

1. Immediate supervisors shall conduct staff training shall be conducted for all employees and contractors for whom it is reasonably foreseeable that they may come into contact with accounts or personally identifiable information which may constitute a risk to the District or its customers.
2. The Chancellor or designee is responsible for ensuring identity theft training for all designated employees and contractors, through the employees immediate supervisors.
3. These employees must receive periodic training in all elements of this Policy and Procedures.
4. To ensure maximum effectiveness, employees may continue to receive additional training as changes to the procedures are made.

8.C: Oversight of service provider / contractor arrangements

1. It is the responsibility of the District to ensure that the activities of all service providers and contractors are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.
2. A service provider or contractor that maintains its own identity theft prevention procedures, consistent with the guidance of the Red Flag Rules and validated by appropriate due diligence, may be considered to be meeting these requirements.

2.02.05 Opportunity for the Board of Trustees to Review the Orange Coast College President Position Profile

At this time, Trustees shall have the opportunity to review the Orange Coast College President Position Profile.

Orange Coast College Presidential Profile

The Coast Community College District Board of Trustees is seeking nominations and applications for the President of Orange Coast College, Costa Mesa, CA. The position reports to the Chancellor of Coast Community College District.

The president of Orange Coast College will be a leader committed to successfully addressing the following opportunities and challenges:

- * Providing a vision to unify the College as it advances educational excellence in an increasingly diverse and complex environment;
- * Sustaining the hallmark quality transfer programs;
- * Expanding services to meet the workforce training and occupations needs of the community;

2.03 Review of Buildings and Grounds Reports

Meeting: 06/17/2009 Regular Meeting
 Category: 2. General Information and Reports
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content**2.03 Review of Buildings and Grounds Reports****Orange Coast College Sailing Center Upgrade (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: Contractor is completing punch list items. There will be one "closeout" change order for this project.

Orange Coast College Child Care Afterschool Classroom

Architect: Taylor Architects
 Construction Start: December 2008/Estimated Completion: August 2009
 Funding Source: OCC Foundation
Project Status: Classroom building is now under construction. The OCC Construction Team is working to keep the construction schedule on track.

Orange Coast College Softball Field

Architect: tBP Architecture
 Bid Process: February/April 2009
 Construction Start: Est. April 2009
 Funding Source: Measure C Obligation Bond
Project Status: The project is currently on schedule for completion in August.

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: Measure C General Obligation Bond and State Capital Outlay Funds
Status: The State Department of Finance has approved the award of contracts for this project. Contractor mobilization began on June 1st.

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 concrete contractor has been pouring walls for the first floor of the building.

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 June 2009.

Additional Administrative Comment

Creation of Energy 100% AM by CCCBDC. Last update on 6/11/09 by John Rodriguez

2.04 Review of Quarterly Financial Status Report

Meeting: 06/17/2009 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

2.04 Review of Quarterly Financial Status Report

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 Third Quarter Financial Status Report ending March 31, 2009. 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 #21)

Fiscal Impact: No fiscal impact

Additional Administrative Content

Created on Yesterday at 09:38 AM by: CCCD Admin. Last update of: 06/16/2009 by: Jodi Foglia.

(Yellow Pages)

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 Comment:

Created by: **Shashank** | **Uttarakhand State of Forests** | **Version 1.0** | **Page 10 of 10** | **Page 10 of 10**

3.01 CURRICULUM APPROVAL

Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Additional Information

3.01 Curriculum Approval

None

Additional Administrative Comment

Agenda Item Details

Motion:

Agenda Item Details

3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Agenda Item (Continued)

3.02 Travel Authorizations - Board and Staff**a. Authorization for Attendance at Meetings and/or Conferences****(1) Meetings for the Board of Trustees**

None.

(2) Meetings for Faculty and Staff

Eduardo J Arismendi-Pardi, Instructor (OCC), to attend the Multimedia Educational Resource for Learning and Online Teaching, August 12 - 16, 2009, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,750, including a registration fee of \$495, travel by Air Coach, to be paid from Academic Senate President's Conference Funds.

Eduardo J Arismendi-Pardi, Instructor (OCC), to attend the Academic Senate for California Community College Fall Plenary, November 12 - 14, 2009, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$650, including a registration fee of \$325, to be paid from Academic Senate President's Conference Funds.

Robin A Boyle, Mil/Cont Ed Tech Int (CCC), to attend the Department of Defense Worldwide Conference 2009, July 26 - August 1, 2009, Atlanta, GA, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$300, travel by Air Coach, to be paid from Contract Ed Auxiliary Funds.

Michael P Carey, Env Sustain Coord (OCC), to attend the 8th Annual Sustainability Conference, June 21 - 24, 2009, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1615, including a registration fee of \$495, to be paid from Ancillary Account.

Ding-Jo H Currie, Acting Chancellor (CCCD), to attend the American Council on Education: At Home in the World Institute, June 26-30, 2009, Washington, DC, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency and/or personal funds for vacation days prior to Institute.

Kevin L Donahue, Staff Assistant (CCC), to attend the American Council on Education's "At Home in the World" Conference, June 26-July 1, 2009, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,800, including a registration fee of \$490, travel by Air Coach, to be paid from Contract Education Auxiliary Funds-Approved Projects; FTF#41 Trip includes two vacation days.

Jane E Duncan, Special Proj Superv (CCC), to attend the Workforce Implications of the American Recovery and Reinvestment Act, June 25, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$350, including a registration fee of \$250, to be paid from South Disadvantaged Adult.

Rosanne L Freilich, Corp Educ Workforce Prog Coord (CCC), to attend the Association of Community and Continuing Education, South Community Education Workshop, June 25, 2009, Oceanside, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$12, to be paid from Contract Education Auxiliary funds.

Pauline S Hagino, Hourly Instructor (OCC), to attend the Advanced Master Reformer Class for Instructors, June 19 - 20, 2009, Marina del Rey, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$100, to be paid from CFE/AFT Professional Development.

Virginia L Hanson, Asst Dir Wk & Ec Dev (CCC), to attend the Workforce Implications of the American Recovery and Reinvestment Act, June 25, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$350, including a registration fee of \$250, to be paid from Dislocated Worker-South.

Daniel S Kuo, Instructor (OCC), to attend the Institute for High School Teachers, August 2 - 8, 2009, Stanford, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including travel by Air Coach, rental car and insurance, to be paid from Full Time Academic Senate PDI Funds.

Robert Lane, Student Trustee (CCCC), to attend the Community College League of California 2009 Student Trustees Workshop, August 14-15, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$220, travel by Air Coach, to be paid from District Conference Funds.

Deanna M Lehmann, Instructor (GWC), to attend the California Great Teachers Seminar, August 2-7, 2009, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1,365, including a registration fee of \$930, to be paid from IPD AFT conference funds, IPD AFT conference funds.

Arnold H Meadows, Hourly Instructor (OCC), to attend the Photovoltaic Design & Installation Intensive, August 23 - 29, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$3,600, including a registration fee of \$850, travel by Air Coach, rental car and insurance, to be paid from Industry Driven Reg Collaboration Grant.

Shana Menaker, Hourly Instructor (OCC), to attend the Yoga Health and Happiness, June 21 - 26, 2009, Big Sur, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$800, to be paid from CFE/AFT Professional Development.

Shana Menaker, Hourly Instructor (OCC), to attend the Summer MELT at Movement Research, July 12 - 18, 2009, New York, NY, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$220, travel by Air Coach, to be paid from CCA/CTA Professional Development Funds.

E N Meneses, Vice President (CCC), to attend the American Council on Education: At Home in the World - Educating for Global Connections and Local Commitments Conference, June 26-30, 2009, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$490, travel by Air Coach, to be paid from Contract Education Ancillary Approved Project.

Georgie H Monahan, Instructor (OCC), to attend the Academic Senate for California Community Colleges Curriculum Institute, July 8 - 11, 2008, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$325, including a registration fee of \$125, to be paid from Full Time Academic Senate PDI Funds.

Pamela P Pacheco, Staff Assistant (GWC), to attend the California Great Teachers Seminar, August 2-9, 2009, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1,090, including a registration fee of \$930, to be paid from IPD AFT conference funds, IPD AFT Conference Funds.

Kimberly A Pascoe, Instructor (GWC), to attend the Registry of Interpreters for the Deaf 2009 National Conference, August 1-6, 2009, Philadelphia, PA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$425, travel by Air Coach, to be paid from IPD AFT Funds.

Clyde H Phillips, Counselor (OCC), to attend the Umoja Summer Learning Institute, July 11 - 17, 2009, Ben Lomond, CA, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$750, travel by Air Coach, to be paid from Full Time Academic Senate PDI Funds.

Susan L Smith, Instructor (OCC), to attend the Intercultural Dialogue Trip to Turkey, July 13 - 27, 2009, Istanbul, Izmir, and Alanya, , Turkey without loss of salary, with reimbursement for allowable expenses of \$1,100, including travel by Air Coach, to be paid from Full Time Academic Senate PDI Funds.

Cheryl C Stewart, Librarian (CCC), to attend the 2009 At Home in the World Institute: Educating for Global Connections and Local Commitments, June 26-30, 2009, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$1,850, including a registration fee of \$390, travel by Air Coach, to be paid from Staff Development.

Sandra Sudweeks, Instructor (GWC), to attend the California Great Teachers Seminar, August 2-7, 2009, Montecito, CA, without loss of salary, with reimbursement for allowable expenses of \$1,090, including a registration fee of \$930, to be paid from IPD AFT conference funds, IPD AFT Conference Funds.

Richard E Thomas, Hourly Instructor (OCC), to attend the The International Conference of Finance, Economics, and Business, June 18 - 20, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$350, to be paid from CCA/CTA Professional Development Funds.

Additional Administrative Orders

George W. Vasquez, Jr. Dean, Adult Education, Los Angeles College, 2009

3.02.01 Authorization for Student Trips - Coastline Community College

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type:

Public Access: Yes

Agenda Item Content

3.02.01 Authorization for Student Trips - Coastline Community College

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: Orange County Fair

Location: Costa Mesa

Dates: Friday, July 10, 2009

Department: Art/Emeritus

Transportation: District Transportation

Conference/Activity: International Quilt Festival

Location: Long Beach

Dates: Friday, July 24, 2009

Department: Art/Emeritus

Transportation: District Transportation

Conference/Activity: Various

Location: Indicated Below

Dates: Indicated Below

Department: Fairview Developmental Center

Transportation: Fairview Developmental Center Bus

July 1—Huntington Beach Pier

July 20—Main Place Mall

July 27—Balboa Pier

August 3—Fountain Bowl

Conference/Activity: Various

Location: Indicated Below

Dates: Indicated Below

Department: Fairview Developmental Center

Transportation: Fairview Developmental Center Bus

July 17—Huntington Beach Pier

July 24—Fashion Island

July 31—Huntington Central Park

August 7—Fountain Bowl

Additional Administrative Content

Created by: [illegible] on 06/17/2009. Last edited by: [illegible] on 06/17/2009.

3.02.02 Authorization for Student Trips - Golden West College

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

Agenda Item: 3.02.02

3.02.02 Authorization for Student Trips - Golden West College

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.

8th Annual Sustainability Conference

Location: Santa Barbara, CA

Dates: June 21-24, 2009

Department: Student Activities

Cost/purpose/funding source: \$3000 for registration, District transportation, food and lodging, from ASGWC funds.

National Model United Nations

Location: New York City, NY

Dates: March 28 – April 1, 2010 or March 30 – April 3, 2010

Department: Student Activities

Cost/purpose/funding source: \$20,000 for airfare, registration, food and lodging, from club and ASGWC funds.

Coast Study Abroad Summer 2010

Location: London, UK

Dates: June 26 – July 26, 2010

Department: History

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

Agenda Item: 3.02.02

Document: 3.02.02 Authorization for Student Trips - Golden West College

3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

3.02.03 Authorization for Student Trips - Orange Coast College

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.

2009-2010 OCC overnight athletic trips:Conference/Activity: Cheer & Dance

Coaches: Mike Reynolds and Dan Sapp Assistant Coach: N/A

July 27-31, 2009 - National Cheerleaders Association Summer Camp, Las Vegas, NV

August 6-10, 2009 - Universal Dance Association Summer Camp, Santa Barbara, CA

August 24-29, 2009 - OCC Football Game Camp, Big Bear, CA

January 13-19, 2010 - Universal Dance Association Collegiate National Championships, Orlando, FL

February 17-22, 2010 - United Performing Association, Minneapolis, MN

March 13-16, 2010 - USA Collegiate National Cheer & Dance Championships, Anaheim, CA

April 5-12, 2010 - National Cheerleaders Assoc. Collegiate Championships, Daytona Beach, FL

Conference/Activity: National Cheerleaders Association Summer Camp

Location: Las Vegas, NV

Date: July 27-31, 2009

Department: OCC Physical Education & Athletics

Purpose: Camp is related to participation on the OCC Cheer & Dance teams.

Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is \$260 and the remainder of the cost will be paid with money earned through fundraising.

Conference/Activity: Universal Dance Association Summer Camp

Location: Santa Barbara, CA

Date: August 6-10, 2009

Department: OCC Physical Education & Athletics

Purpose: Camp is related to participation on the OCC Cheer & Dance teams.

Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is \$295 and the remainder of the cost will be paid with money earned through fundraising.

Conference/Activity: OCC Football Game Camp

Location: Big Bear, CA

Date: August 24-29, 2009

Department: OCC Physical Education & Athletics

Purpose: Camp is related to participation on the OCC Cheer & Dance teams.

Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is \$125 and the remainder of the cost will be paid with money earned through fundraising.

Conference/Activity: Easter Seals Walk, Santa Ana Zoo

Location: Santa Ana, CA

Date: September 19, 2009

Department: OCC Physical Education & Athletics

Purpose: Event is related to participation on the OCC Cheer & Dance teams.

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

Conference/Activity: Universal Dance Association Collegiate National Championships

Location: Orlando, FL

Date: January 13-19, 2010

Department: OCC Physical Education & Athletics

Purpose: Camp is related to participation on the OCC Cheer & Dance teams.

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

Conference/Activity: Cheerpros State Championships

Location: Long Beach, CA

Date: January 31, 2010

Department: OCC Physical Education & Athletics

Purpose: Event is related to participation on the OCC Cheer & Dance teams.

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

Conference/Activity: United Performing Association

Location: Minneapolis, MN

Date: February 17-22, 2010

Department: OCC Physical Education & Athletics

Purpose: Event is related to participation on the OCC Cheer & Dance teams.

Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is \$200 and the remainder of the cost will be paid with money earned through fundraising.

Conference/Activity: USA Collegiate National Cheer & Dance Championships

Location: Anaheim, CA

Date: March 13-16, 2010

Department: OCC Physical Education & Athletics

Purpose: Event is related to participation on the OCC Cheer & Dance teams.

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

Conference/Activity: National Cheerleaders Assoc. Collegiate Championships

Location: Daytona Beach, FL

Date: April 5-12, 2010

Department: OCC Physical Education & Athletics

Purpose: Event is related to participation on the OCC Cheer & Dance teams.

Cost/Purpose/Funding Source: No cost to the college. The cost to participating student-athletes is \$200 and the remainder of the cost will be paid with money earned through fundraising.

Conference/Activity: UCSB Sustainability Conference

Location: Santa Barbara, CA

Date: June 21-24, 2009

Department: Associated Students of Orange Coast College (ASOCC)

Cost/Purpose/Funding Source: NTE \$3,000 for lodging, meals, and supplies from ASOCC funds; District transportation

Conference/Activity: Journalism Association of Community College's Southern California Competition and Conference

Location: California State University, Fullerton, CA

Date: October 23-24, 2009

Department: Journalism/Literature and Languages

Cost/Purpose/Funding Source: NTE \$700 to include a \$60 fee for each student to be paid from ASOCC funds; students will provide their own transportation; Faculty advisor Cathy Werblin will supervise the trip

Conference/Activity: Associated Collegiate Press's National College Media Convention

Location: Austin, Texas

Date: October 28-November 1, 2009

Department: Journalism/Literature and Languages

Cost/Purpose/Funding Source: NTE \$500 for conference registration; transportation via air NTE \$1,200; lodging for four nights NTE \$1,500 to be paid from ASOCC funds; Faculty advisor Cathy Werblin will supervise the trip

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

Location: San Luis Obispo, CA

Date: April 16-19, 2009

Department: Architecture Club

Cost/Purpose/Funding Source: NTE \$12,000 to include registration, building supplies, and related expenses to be paid from ASOCC funds, club funds, personal funds, and sponsors; transportation by District

Revision to Previous Board Action to increase reimbursement amount. Previous Board approval 3/4/09.

Additional Administrative Content

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3.03 GENERAL ITEMS

Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.03 General Items

Additional Administrative Content

Created on Yes by A. 06/17/09 by Jodi Rodriguez. Last update on 06/18/2009 by Jodi Rodriguez.

3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Number

3.03.01 Authorization for Special Projects - Coastline Community College

Business Education Statewide Advisory Committee (BESAC)

Date: Various dates between July 1, 2009 and June 30, 2010

Location: Garden Grove Center

Department: Office of Instruction

Purpose: Advisory Committee to the State Chancellor's Office

Cost/purpose/funding source: Expenses per meeting NTE \$5,000 to be paid from BESAC contract funds

Women's Summit 2009

Date: Thursday, June 18, 2009

Location: Sheraton at the Park in Anaheim

Department: Orange County One-Stop Center

Purpose: To build community relationships, share opportunities with clients and bring positive exposure to the One-Stop Center

Cost/purpose/funding source: \$1,200; Foundation funds

Orange County Asian and Pacific Islander Community Alliance Free SAT Practice Testing Event

Date: Saturday, June 20, 2009; 8:00 a.m. – 1:00 p.m.

Location: Garden Grove Center

Department: Coastline in cooperation with the OC Asian and Pacific Islander Community Alliance

Purpose: Free event for high school students to practice taking the SAT examination

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

Transatlantic Global Advocacy Reward Trip

Location: Various locations throughout Southern California

Dates: Sunday, June 28, 2009 through Thursday, July 2, 2009

Department: Early College High School

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

Transportation: District transportation and transportation provided by Coastline's M&O Department

Student Services Managers' Meeting

Date: Friday, July 17, 2009; 9:00 a.m. – 4:00 p.m.

Location: Orange Coast College School of Sailing

Department: Student Services

Purpose: Annual Student Services Planning Team Meeting

Cost/purpose/funding source: NTE \$500; College funds

Recruitment Business Outreach and Partner Agency Activities

Date: Various dates between July 1, 2009 and June 30, 2010

Location: Various

Department: One-Stop Center

Purpose: To build community relationships and bring positive exposure to the One-Stop Center

Cost/purpose/funding source: NTE \$1,000 per event to be paid from One-Stop Center funds

Department Staff Development and Training Meetings

Date: Various dates between July 1, 2009 and June 30, 2010

Location: Various

Department: One-Stop Center

Purpose: To build partner relationships and allow staff development at the One-Stop Center

Cost/purpose/funding source: NTE \$8,000 for all events to be paid from One-Stop Center funds

Host Partner Agency Meetings

Date: Various dates between July 1, 2009 and June 30, 2010

Location: Various

Department: One-Stop Center

Purpose: To build community relationships and bring positive exposure to the One-Stop Center

Cost/purpose/funding source: NTE \$1,000 per event to be paid from One-Stop Center funds

Host Client Functions, Meetings and Workshops

Date: Various dates between July 1, 2009 and June 30, 2010

Location: Various

Department: One-Stop Center

Purpose: To allow for client success and bring positive exposure to the One-Stop Center

Cost/purpose/funding source: NTE \$1,000 per event to be paid from One-Stop Center funds

Academic Senate Executive Planning Workshop

Date: Wednesday, July 1, 2009

Location: 8852 Bellshire Drive, Huntington Beach

Department: Academic Senate

Purpose: Annual Academic Senate Executive Planning Workshop

Cost/purpose/funding source: NTE \$200; Academic Senate funds

Vietnamese Language Instructors' Training Conference 2009

Date: August 7 (3 p.m. –9 p.m.), August 8 (8 a.m.–6 p.m.), and August 9, 2009 (8 a.m.–4 p.m.)

Location: Le-Jao Center

Department: Planning, Development, and Government Relations in coordination with Senator Lou Correa's office

Purpose: Teaching methods workshops geared towards training Vietnamese language instructors.

Cost/purpose/funding source: No expenses to the College or District

Art Shows and Art-Related Events

Date: Various dates between July 1, 2009 and June 30, 2010

Location: Art Gallery

Department: Art

Purpose: Fundraising and Exhibitions

Cost/purpose/funding source: Ancillary funds

Additional Information/Attachments

CCCD Agenda 6/17/09

3.03.02 Authorization for Special Projects - Golden West College

Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

3.03.02 Authorization for Special Projects - Golden West College

Co-Sponsor Outside Groups

Date: 2009-2010 Academic Year

Department: Athletics

Purpose: to co-sponsor outside groups renting GWC athletic facilities at co-sponsor rate. The list of groups will be on file in the athletic office.

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

CSU Dominguez Hills Instructional Class

Date: September 1 – December 14, 2009

Department: Arts & Letters

Purpose: Allow CSU Dominguez Hills to use GWC facilities to teach a class.

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

Investigators Academy Graduation

Date: June 5, 2009

Department: Criminal Justice

Purpose: SIBC Class 47 graduation.

Cost/purpose/funding source: \$680 for food/refreshments, supplies, printing, flowers, plaques and certificates from General funds.

Art Open House

Date: May 6, 2009

Department: Fine Arts

Purpose: showcase student work.

Cost/purpose/funding source: \$75 for food/refreshments and printing from Arts & Letters Division Success Fund.

This is a revision to previous Board action of 4/1/09 to add printing to the costs.

3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.03 Authorization for Special Projects - Orange Coast College

Community Workshops on "Green Topics"

Date: July 11-August 8, 2009

Department: Career Services

Purpose: Workshop offered to community members

Cost/Purpose/Funding Source: Expenses NTE \$12,000 to include speaker stipends, food, duplication, workshop activities, and advertising to be paid from OCC Industry Driven Regional Collaborative Grant

Conference for Vietnamese Language Teachers

Date: August 7, August 8, and August 9, 2009

Department: Vietnamese Student Association of OCC (VSA)/Counseling & Special Services Division

Purpose: Three-day workshop for teachers from the United States and Canada

Cost/Purpose/Funding Source: Attendees will pay the cost of the conference; The Association of Vietnamese Language and Culture Schools of Southern California will conduct the workshops and organize all events.

Retirement Party for Robert Dees, OCC President

Date: June 19, 2009

Department: Foundation

Purpose: Celebration of service to college

Cost/Purpose/Funding Source: Expenses to include entertainment, food, gifts, and miscellaneous expenses NTE \$5,000 from donations and Foundation funds

Variety of On and Off-Campus Activities

Date: July 1, 2009, through June 30, 2010

Department: International Center

Purpose: Entertainment, community service, speakers, meetings, recruitments, trips to various attractions, sports, games, video taping, movie nights, and cultural dinners and events; transportation to be arranged through District or third-party transportation companies.

Cost/Purpose/Funding Source: Expenses paid by participants and/or International Center funds

Food and Refreshments

Date: 2009-2010 Fiscal Year

Department: International Center

Purpose: New international student orientations; food and refreshments provided by OCC Food Services or other approved vendors

Cost/Purpose/Funding Source: International Center funds

Red Bull Soccer Camp

Date: July 27-30, 2009

Department: Co-Sponsored by OCC Physical Education & Activities

Purpose: The soccer camp will bring potential recruits to the OCC campus; it will also promote awareness of the college facilities and the men's and women's soccer programs.

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

Annual California Community College Football Coaches Association Meeting

Date: July 10, 2009

Department: OCC Physical Education and Athletics

Purpose: Annual meeting for football coaches from California

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

Blood and Bone Marrow Drives and Monthly Bloodmobiles

Date: 2009-2010 Fiscal Year

Department: ASOCC InterClub Council and Student Health Center

Purpose: Sponsor blood and bone marrow registration drives and monthly bloodmobiles

Cost/Purpose/Funding Source: Expenses NTE \$1,000 from ASOCC and Health Center funds

Meetings and Events

Date: July 1, 2009, through June 30, 2010

Department: Emeritus Institute

Purpose: Emeritus meetings and events

Cost/Purpose/Funding Source: Expenses to include food, room rental, and related expenses; total expenses dependent on number of participants to be paid from Foundation funds

Meetings

Date: 2009-2010 Fiscal Year

Department: Administrative Services

Purpose: Variety of meetings to benefit the college campus to include, but not limited, to emergency management, facilities, Measure C planning, and staff trainings

Cost/Purpose/Funding Source: Expenses to include supplies and refreshments to be paid from general and ancillary funds

Meetings and Events

Date: 2009-2010 School Year

Department: Vice President of Student Services

Purpose: Variety of meetings and events

Cost/Purpose/Funding Source: Expenses dependent on number of participants; to be paid from ASOCC and/or Foundation funds

Meetings and Events

Date: 2009-2010 School Year

Department: OCC Veterans Office/Student Services

Purpose: Staff to represent Orange Coast College at various meetings and events within the five-county local area

Cost/Purpose/Funding Source: NTE \$500 to include food and mileage to be paid from ancillary funds

Train the Trainer/Violence Prevention on Campus

Date: September 25, 2009

Department: Campus Public Safety/Emergency Management

Purpose: 80 participants to attend training on recognizing and preventing violence on campus and how to survive a campus shooting

Cost/Purpose/Funding Source: No cost to college or District

Outreach Meetings, Workshops, and Tours

Date: 2009-2010 Fiscal Year

Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)

Purpose: Host various high school students and alternative programs such as OC Department of Education, Coastal County Regional, One Stop Center, House of Hope, and Whittier Adult School visiting the OCC campus

Cost/Purpose/Funding Source: Expenses from EOPS/CARE funds

Special Events Including Adopt-A-Family, Honors Celebration, Orientation, and Meetings

Date: 2009-2010 Fiscal Year

Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)

Purpose: Refreshments provided by OCC Food Services and through a blanket Costco purchase order

Cost/Purpose/Funding Source: Expenses dependent on number of participants to be paid from EOPS/CARE funds

Honor Society's Membership Fees for EOPS and CARE students who participate in Honor Society Programs such as Mu Alpha Theta, Alpha Gamma Sigma, Phi Alpha Mu, Psi Beta Honorary Society, and Phi Theta Kappa

Date: 2009-2010 Fiscal Year

Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)

Purpose: To pay Honor Society's membership fees for EOPS and CARE students

Cost/Purpose/Funding Source: Cost will vary depending on each society due; to be paid from EOPS/CARE funds

Girl's Inc. Program

Date: 2009-2010 Fiscal Year

Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)

Purpose: Sponsor/provide support for the Girls, Inc. Program activities at OCC facilities

Cost/Purpose/Funding Source: Expenses to be paid by the Girl's Inc. Program

Meal Cards/Tickets Program for EOPS/CARE students

Date: 2009-2010 Fiscal Year

Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)

Purpose: Provide meal cards/tickets to EOPS/CARE students through OCC Food Services and Starbucks Coffee

Cost/Purpose/Funding Source: Expenses to be paid from EOPS/CARE funds

Meetings and Events

Date: 2009-2010 School Year

Department: Office of Instruction

Purpose: Miscellaneous meetings and events throughout the year

Cost/Purpose/Funding Source: Cost determined by number of participants to be paid from ancillary funds

Luncheon for Tenure-Track Faculty

Date: Close of spring 2010 semester

Department: Office of Instruction

Purpose: Luncheon for faculty becoming tenured at the close of spring 2010 semester

Cost/Purpose/Funding Source: NTE \$500 from ancillary funds

Key Club Regional Training Conference

Date: October 10, 2009

Department: Co-sponsored by President's Office

Purpose: To include Kiwanis International President, Paul Palazzola, as keynote speaker; approximately 700-1,000 people to attend

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

Visual and Performing Arts Student Productions - 2009-2010

Meetings and Receptions

Date: July 1, 2009, through June 30, 2010

Department: Foundation

Purpose: Support Foundation activities to include fundraising groups and committees

Cost/Purpose/Funding Source: Expenses dependent on number of attendees from Foundation funds

Meetings and Receptions

Date: July 1, 2009, through June 30, 2010

Department: President's Office

Purpose: Support campus activities

Cost/Purpose/Funding Source: Expenses NTE \$3,000 to be paid from ancillary funds



Visual & Performing Arts Student Productions.pdf

Additional Administrative Content

Created by: [illegible] Date: [illegible] Version: [illegible] Last Modified: [illegible] File Size: [illegible]

3.03.04 Authorization to Apply for Funded Programs

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Agenda Item Content

3.03.04 Authorization to Apply for Funded Programs

None

Additional Administrative Content

Action Agenda Details

Motion:

Created by Resubmit, a CCCD AVID. Email: Resubmit@ccc.edu. Last Modified: 6/17/09 by upell@ccc.edu

3.03.05 Authorization for Disposal of Surplus

Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.05 Authorization for Disposal of Surplus



Surplus0617
09.pdf

Additional Administrative Content

Agenda Item Content

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Computer	9028059	P3	19483	I
Computer	9038394	P3	40165	I
Computer	9038865	ACT P3	40995	I
Computer	9038872	P3	41005	I
Computer	9042130	P2	25230	I
Computer	9042315	P	40983	I
Computer	9044235	P3	42656	I
Computer	9044748	P3	42191	I
Computer	9044754	P3	42170	I
Computer	9044762	P3	42181	I
Computer	9044814	P3	42210	I
Computer	9048843	P4 1.6	43406	P
Computer	9048844	P4	43414	I
Computer	9048851	P4 1.6	43407	P
Computer	9048916	P3	43702	I
Computer	9048962	P4	43687	I
Computer	9050090	Profile 3 SE	0027115584	I
Computer	9050091	Profile 3 SE	0027115589	I
Computer	9050094	Profile 3 SE	0027115583	I
Computer	9050153	P4	43373	I
Computer	9050405	P4	43769	I
Computer	9050434	P4 1.8	43646	I
Computer	9050946	P4	43039	I
Computer	9050948	P4	43037	I
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Monitor	9015524	1489	TC9002077	I
Monitor	9017728	CM14UHE	87471491	I
Monitor	9020489	CM17MDR	1WA712210468	I
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Surplus

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Monitor	9042198	DX1595	M133G412913	I
Monitor	9042284	770T	HDF1K2005336	I
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Monitor	9044088	786FD	HDF1K2006600	I
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Monitor	9044844	786FD	HDF1K2006846	I
Monitor	9044866	786FD	HDF1K2006914	I
Monitor	9050165	Diamond Pro 920	201D10606	I
Monitor	9050535	E70F	26E03QQ02419	I
Monitor	9061657	786FD	HDF1K3004541	I
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Monitor	9061770	Spectrum 4V	BPSK84624933	I
Monitor	9081068	LCD1850E	206019489	P
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Surplus

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Monitor	---	Sunray 150	080020F8065F	P
Monitor	---	Sunray 150	080020F8165B	P
Monitor	---	Sunray 150	080020F0C8CE	P
Monitor	---	Sunray 150	080020F815CB	P
Monitor	---	Sunray 150	080020F800B7	P
Monitor	---	Sunray 150	080020F7FF99	P
Monitor	---	Sunray 150	080020F804AF	P
Monitor	---	Sunray 150	080020F56F68	P
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Monitor	---	Sunray 150	080020F800BA	P
Monitor	---	Sunray 150	080020F7FBC0	P
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Monitor	---	Sunray 150	080020F817FF	P
Monitor	---	Sunray 150	080020F814F3	P
Monitor	---	Sunray 150	080020FD63CA	P
Monitor	---	Sunray 150	080020F817FD	P
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Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
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Printer	9037484	Deskjet 710c	MX9701S1J9	I
Printer	9042716	FCD	001905	I
Printer	9050282	LaserJet 3320	SSGC1C104ZJ	I
Printer	9059351	OfficeJet 7140	MY42BF110Y6H	I
Printer	9061596	PSC 1210	MY3B8FC3D65H	I
Server	9013733	ACP-M2	000783	I
Server	9015909	ACP-M2	001468	I
Server	9017727	ACP-MT3	12272	I
Server	9020326	ACP-MT3	13202	I
Switch	9015789	HUB-G009	56602003	P
TV	00074	JKR985RR	526110871	I
TV	00586	TM-13U	17207695	I
TV	00587	TM-13U	17207353	I
TV	01378	TM-13U	13205872	I
TV	01394	TM-13U	07308065	I
TV	06217	C-1403UM	11051551	I
TV	10395	TM-13U	07309064	I
TV	6218	C-1403UM	11051567	I
TV	6414	LYCEUM	---	I
TV	9027377	J26200DW	121260692	I
TV	9027378	J26200DW	121270886	I
TV	9030969	H3273DT	821-66100083	I
TV	9038198	LYCEUM	41731606	I
TV	9051591	PV-C1343	K3IA70796	I
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Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
TV	9051607	pv-v1343	J3IA71519	I
TV	9051608	PV-C1343	J3IA71617	I
TV	9051610	PV-C1343	J3IA71588	I
VCR	9038327	PV-V4520	N0IA85221	I
Speaker	3003752	MPB-4500	B940179	I
Typewriter	3001311	Selectric II	---	I
Typewriter	3001496	Selectric II	---	I
Typewriter	3004124	KX-E7000	8JM37A10970	I
Typewriter	9027148	Selector III	5399788	I
Typewriter	9061749	ZX-515	60215611	I
External CD Player	9015662	TMT3-1300	M1306040	I
Laminate Machine	9041676	250 Scavenger Plus	KD0711	I
Printer	9017443	LaserJet 5L	JPCL033417	F
Printer	9020808	LaserJet 5Nx SI	USBK172880	I
Printer	9050117	LaserJet 8150N	JPBTM41657	I
Printer	9051705	Laserjet 8150DN	JPBLM80900	I
Printer	9051707	Laserjet 8150DN	JPBLM80902	I
Printer	9051781	LaserJet 8150dn	JPBLM85843	I
Printer	9068805	LASERJET P2015DN	CNBJR16734	I
Copier	9050490	Digital Copier 610	SG24D410F4	I
Copier	9061603	Aficio 401	A3788040306	I
Facsimile	9027673	FO-4500	7010723Y	I
Facsimile	9027674	FO-4500	7010911Y	I
Laptop	9015879	Multispeed EL	7X50031HR	I
ORANGE COAST COLLEGE				
Printer	9034239	T520	C003913	I
Printer	9021554	CSX-190	AKEH105085	I
Multimedia Cart	---	---	---	P
Television	OCAV-26-425	CT-2010Y	FA9130139	I
VCR Player	9021700 & 9022438	XA-605A	709723507	I
Multimedia Cart	---	---	---	P
Television	9025828	B19A23DC	922-42360743	I
VCR Player	9025174	XA-705	901714742	I
Multimedia Cart	---	---	---	P
Television	9025826	B19A23DC	922-42360513	I
VCR Player	9023318	XA-605A	801729376	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Printer	9058894	P1500	5X2D431	I
Overhead Projector	9018049	HD-L290	988822	I
Scantron	9017556	2000	BC-02038	I
Scantron	---	2100	E-1893opt2	I
Projector	9024022	EX-5500	1217	I
Projector	9024021	EX-5500	1218	I
Film Reels (6)	---	---	---	P
Data Projector	9047395	PLC-SP20N	G1201538	I
Power Cables (box)	---	---	---	P
Chair	---	---	---	P
Shredder	---	CC175-1	---	P

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Agenda Item Content

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

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.

ASTRONOMY: OBSERVATIONS AND THEORIES

Butler County Community College (KS)

Term of Agreement: September 1, 2009 – August 31, 2012

CONCEPTS IN MARKETING

State Board for Community & Technical Colleges (WA)

Term of Agreement: April 1, 2009 – June 30, 2009

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

Dallas County Community College District (TX)

Term of Agreement: January 1, 2009 – December 31, 2011

Texas Consortium for Educational Telecommunications (TX)

Term of Agreement: January 1, 2009 – December 31, 2011

DOLLARS & SENSE: PERSONAL FINANCE FOR THE 21ST CENTURY

College of San Mateo (CA)

Term of Agreement: June 1, 2009 – December 31, 2009

FACES OF CULTURE – REVISED

State Board for Community & Technical Colleges (WA)

Term of Agreement: April 1, 2009 – June 30, 2009

THE PHOTOGRAPHIC VISION

City College of San Francisco (CA)

Term of Agreement: August 17 2009 – December 22, 2009

PSYCHOLOGY: THE HUMAN EXPERIENCE

North Arkansas College (AR)

Term of Agreement: January 1, 2009 – December 31, 2011

TRANSITIONS THROUGHOUT THE LIFE SPAN

Butler County Community College (KS)

Term of Agreement: August 16, 2009 – August 15, 2012

Pratt Community College (KS)

Term of Agreement: January 1, 2009 – July 31, 2009

STANDARD MASTER COURSE LICENSE AGREEMENT

Mission College (CA)

Term of Agreement: June 18, 2009 – June 17, 2014

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



Telecourses.pdf

Additional Administrative Content

Created on Wednesday, 03/16/2010 10:10 AM by: [Name Redacted] Date: 03/10/2010 by: [Name Redacted]

3.03.07 Approval of Clinical Contracts - Golden West College

Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

Agenda Item 3.03.07

3.03.07 Approval of Clinical Contracts - Golden West College

After review by the District General Counsel, the College President, and the Vice Chancellor of Administrative Services, it is recommended by the Acting Chancellor that the Board approve clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum.

It is further recommended that the Board President, or designee, shall be authorized to sign the Agreements and any related documents, indicating approval by the Board of Trustees. (Non-standard agreements are attached to each Trustee's Agenda.)

RENEWAL

CHILDREN'S HOSPITAL OF ORANGE COUNTY (CHOC) Nonstandard Affiliation Agreement

(See Attachment #1)

Fiscal Impact: Students are required to obtain personal liability insurance during enrollment in an Allied Health program. The District shall provide professional liability insurance and Worker's Compensation insurance for each student participating in approved clinical rotations (For field experience agreements, the District provides only Worker's Compensation insurance.) These District provided insurance coverages are in effect while the student is on-site at facility. The District realizes savings by utilizing off-campus clinical and field experience training facilities.



CHOC Agreement.pdf

Additional Information: None

Agenda Item 3.03.07

3.03.08 Approval of Clinical Contracts - Orange Coast College

Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

3.03.08 Approval of Clinical Contracts - Orange Coast College

After review by the District General Counsel, the College President, and the Vice Chancellor of Administrative Services, it is recommended by the Acting Chancellor that the Board approve clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum.

It is further recommended that the Board President, or designee, shall be authorized to sign the Agreements and any related documents, indicating approval by the Board of Trustees. (Non-standard agreements are attached to each Trustee's Agenda.)

NEW

Dilip Tapadiya, M.D.
Fountain Valley, CA
Term: June 18, 2009, to June 30, 2014
Compensation: None

Standard Clinical Affiliation Agreement

Leila Iravani, M.D.
Costa Mesa, CA
Term: July 31, 2009, to July 30, 2014
Compensation: None

Standard Clinical Affiliation Agreement

Mary McCarthy, M.D.
Irvine, CA
Term: June 18, 2009, to June 30, 2014
Compensation: None

Standard Clinical Affiliation Agreement

Newport Beach Ob/Gyn Medical Group, Inc.
Newport Beach, CA
Term: June 18, 2009, to June 30, 2014
Compensation: None

Standard Clinical Affiliation Agreement

Pediatric Care Medical Group, Inc.
Huntington Beach, CA
Term: June 18, 2009, to June 30, 2014
Compensation: None

Standard Clinical Affiliation Agreement

RENEWAL

Cedars-Sinai Medical Center
Los Angeles, CA
Term: June 18, 2009, to June 20, 2011
Compensation: None

Non-Standard Clinical Affiliation Agreement

(See Attachment # 2)

St. Jude Medical Center

Non-Standard Clinical Affiliation Agreement

Fullerton, CA
Term: August 1, 2009, to July 31, 2011
Compensation: None

(See Attachment # 3)

Western Medical Center
Santa Ana, CA
Term: June 18, 2009, to June 30, 2014
Compensation: None

Standard Clinical Affiliation Agreement



St. Jude Medical Center Agreement.pdf Cedars Sinai NDT Renewal Amendment f.pdf

Additional Administrative Content

Review of Yearlong and Short-Term Clinical Affiliations: Last Review on 06/17/2009 by Josh Rodriguez

3.03.09 Authorization for Purchase of Institutional Memberships - Coastline Community College
Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

3.03.09 Authorization for Purchase of Institutional Memberships - Coastline Community College

RENEWAL

California Workforce Association (CWA) — July 1, 2009 — June 30, 2010 - \$800
Membership will provide access to CWA to market and network the programs offered at Coastline Community College and the Orange County One-Stop Center. The CWA plays a key role in assisting business, education, and government. Membership to be paid from One-Stop Center funds.

California Placement Association (CPA) — July 1, 2009 — June 30, 2010 - \$100

Membership will provide access to CPA to market and network the programs offered through Coastline Community College and the Orange County One-Stop Center. The CPA plays a key role in training and assisting placement and job development professionals. Membership to be paid from One-Stop Center funds.

Fountain Valley Chamber of Commerce — June 18, 2009 — May 31, 2010 - \$240

Membership will provide access to Chamber businesses to market and network the programs offered through Coastline Community College Center. Membership to be paid from College funds.

Motion:

3.03.10 Authorization of Institutional Memberships - Golden West College
Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes

3.03.10 Authorization of Institutional Memberships - Golden West College

RENEWAL

Network of California Community College Foundations – July 1, 2009 – June 30, 2010 - \$350. Allows access to statewide community college foundation professionals, updates, materials and conferences. To be paid from Foundation funds.

Motion:

3.03.11 Authorization for Purchase of Institutional Memberships - Orange Coast College

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

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

RENEWAL

California Community Colleges Chief Instructional Officers – July 1, 2009 – June 30, 2010 - \$300

This is a statewide association of Chief Instructional Officers for the California community colleges that meets throughout the year to discuss issues affecting the California community colleges.

NAFSA: Association of International Educators – July 1, 2009 – June 30, 2010 - \$1,440

Membership provides a resource for regulatory updates and changes pertinent to F-1 international students necessary for compliance with federal regulations. Membership to be paid from International Center funds.

National Association Colleges and Employers (NACE) – July 1, 2009 – June 30, 2010- \$400

NACE is the leading source of information on the employment of the college educated whose mission is to facilitate the exchange of knowledge and insight among individuals and organizations focused on the career development and employment of the college educated. Membership is fundamental in OCC's grant development efforts. Membership to be paid from Grant Indirects.

Motion:

3.03.12 Authorization for Purchase of Institutional Memberships - District

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item 03.12

3.03.12 Authorization for Purchase of Institutional Memberships - District

RENEWAL

League for Innovation in the Community College (League Membership), July 1, 2009 – June 30, 2010, \$825.00

The purpose of this institute is to make leadership a continuing priority on the agenda of community colleges in the U.S. and Canada. Members of the League will be involved in reviewing and exploring current leadership issues through conferences and projects.

Student Right-To-Know (SRTK) – July 1, 2009 through June 30, 2012 - \$11,700 per year (\$3,900 per year for each college in the District)

Pursuant to the Board Authorization of May 22, 1996, and after review by the Educational Services office, it is recommended that authorization be given for Coast Community College District to renew the Student Right-To-Know Reporting subscription with the Chancellor's Office, California Community Colleges. The purpose of this agreement is to facilitate compliance by community college districts with the information reporting requirements of the Student Right-To-Know Act (SRTK), as amended by the Higher Education Technical Amendments of 1991, The Higher Education Technical Amendments of 1993, and the implementing regulations of the United States Department of Education "federal law". The Federal "Student Right-To-Know" requirements utilize the statewide Management Information Services (MIS) system to collect and develop the reports for all colleges, with the opportunity for each college to subscribe to this service.

The services provided through this agreement include:

- Provide to District the operational definitions and data collection and reporting requirements necessary to submit data and/or generate reports, which will comply with federal law;
- Implement procedures to secure transfer and military enlistment data and match it with data supplied by District;
- Provide to District edit reports and an analysis of reporting problems;
- Provide to District required and supplementary reports describing the number of students who complete programs, the number who achieve transfer readiness, and the number who transfer (including extended time rates for part-time students, etc.);
- Provide to District the underlying data and programs to permit District to conduct research and validate the reports;
- Upon approval by District, forward final reports to the United States Department of Education consistent with requirements of federal law;
- Implement procedures to develop large scale relational database server for the purpose of allowing districts to query their own secure password protected student data reported in the Chancellor's Office Management Information System (not restricted to only SRTK data);
- Develop additional reports for purposes of counteracting the narrowly defined SRTK rates (in conjunction with Task Force recommendations) to enable Colleges to provide the broader

picture of California Community College students;
Implement procedures to provide additional student transfer data to Community Colleges obtained from student record matches with other postsecondary institutions (not restricted to only SRTK required data);
Provide additional workshops, and training and Chancellor's Office MIS data (not restricted to only SRTK required data); and
Distribute SRTK cohort unitary data records to all subscribing districts.

National Council for Workforce Education (NCWE) - April 21, 2009 through April 20, 2010 - \$495

The National Council for Workforce Education is an affiliate of the American Association of Community Colleges and the only major organization which represents the interest of community colleges in economic, occupational, vocational, technical and workforce development. This organization represents educators in such areas as legislation, state and federal funding, and professional development.

Administrative/Support/Other (SRTK)

Administrative/Support/Other (SRTK)

Motion:

Approved by the Board of Trustees of the CCCD on 6/17/09 for the year 2009-2010.

3.03.13 Authorization for Community Activities - Coastline Community College

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Agenda Item: 3.03.13

**3.03.13 Authorization for Community Activities -
Coastline Community College**

None

Additional Administrative Comment

AG-CC-06/17/09-001

Motion:

Document: 3.03.13 Authorization for Community Activities - Coastline Community College - 06/17/2009 - 001

3.03.14 Authorization for Community Activities - Golden West College
Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action
Public Access: Yes
Agenda Item: Consent

3.03.14 Authorization for Community Activities - Golden West College

None

Agenda Item: Administrative Consent

Agenda Item: Agenda Details

Motion:

Agenda Item: Consent Calendar Item 3.03.14 Authorization for Community Activities - Golden West College - Rodriguez

Agenda Item

3.03.15 Authorization for Community Activities - Orange Coast College
Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

~~Agenda Item Content~~

3.03.15 Authorization for Community Activities - Orange Coast College

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of June 18, 2009 – June 30, 2010. The presenter will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

REVISION TO PREVIOUS BOARD ACTION:

PROFESSIONAL EXPERTS

PIT AND FISSURE SEALANT CERTIFICATION, Fee \$450, 16 hours. Presenters: Joy Myer, Diane Balding and Cathy Carrigan. Compensation equals 30%, of the number of participants registered times the program fee minus direct costs/administration fee. Allied Health Division to receive a portion of net proceeds. (P) (prior Board approval 4/2/09)

~~Agenda Item Administrative Content~~

~~Created by the District of Orange County, California, last revised on 06/11/2008 by Joan Rodriguez~~

3.03.16 Sailing Program - Orange Coast College

Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item: Consent

3.03.16 Sailing Program - Orange Coast College

The following non-credit classes will be offered by the Marine Programs Office during the period of June 18, 2009 – June 30, 2010. The presenters will be paid at a fixed rate or percentage of income based on actual enrollment. Instructor fees will be charged against individual ticket budget numbers and paid from Sailing Center funds. (P)=percentage and (F) =flat rate.

RENTAL AGREEMENT

Orange Coast College School of Sailing & Seamanship to renew rental agreement with the Regents of the University of California, Irvine. Agreement is for the use of Sailing Center docks and grounds from July 1, 2009 to June 30, 2010, at the rate of \$2387.00 per month. (See University of California Attachment # 4)

Fiscal Impact: \$28,644.00 rental income annually.

PROFESSIONAL EXPERT

LIDO 14 CLASSES

AT-RISK CHILDREN'S BOATING SAFETY PROGRAM, No fee to participants. Funded by a grant from State of California, Department of Boating and Waterways. 20 hours.

BEGINNING SAILING, Fee \$139, 20 hours.

INTERMEDIATE LIDO, Fee \$145, 18 hours

PARENT AND CHILD SAILING LESSONS, Fee: \$55, 8 hours

PRIVATE LESSONS LIDO, Fee \$180, 3 hours

SCA CHECK-OUT, Fee \$100, 2 hours

AFTER SCHOOL SAILING, Fee: \$150; 17.5 hours

2-WEEK JUNIOR SUMMER SAILING CAMPS, Fee: \$250; 28 hours

1-WEEK JUNIOR SUMMER SAILING CAMPS, Fee: \$150; 14 hours

JUNIOR SUMMER SAILING CAMP EXTENDED DAY, Fee: \$100; 12:30-3 pm, 4 days

PRESENTERS: Darla Baldwin, Connor Bathen, Alexander Boullon, Debora Camille Dunne, Colleen Harber, Doug Kent, Brian Michael Kfoury, Marcus MacKenzie, Bryan W. McCormick, Christopher McNally, Karen Prioleau, Debora Lynn Robinson, Jessica Rohr, Kirk Schuler, Ernie Schultz, Christopher Segerblom, Anne Marie Thompson, Robert White(F)

SHIELDS CLASSES

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

PRIVATE LESSONS SHIELDS, Fee \$200, 3 hours

SCA CHECK-OUT, Fee \$150, 3 hours

SHIELDS I, Fee \$160 20 hours

SHIELDS II, Fee \$165 18 hours

SHIELDS III, Fee \$135, 18 hours

TEAM BUILDING REGATTAS, Fee: \$135 per person, 4 hours.

US SAILING BASIC KEELBOAT CERTIFICATION COURSE, Fee: \$550.00, 42 hours

US SAILING BASIC KEELBOAT CERTIFICATION CLASS, Fee: \$320.00, 15 hours.

WOMEN'S KEELBOAT, Fee: \$349, 12 hours

KEELBOAT SAILING FOR TEENS, Fee: \$295, 14 hours

PRESENTERS: Diane K. De Witte, Debora Camille Dunne, Roscoe Fowler, Colleen Harber, Marc Alan Hughston, Doug Kent, Brian Michael Kfoury, Marcus MacKenzie, Bryan W. McCormick, Christopher McNally, Robert Profeta, Karen Prioleau, Jessica Rohr, Debora Lynn Robinson, Kirk Schuler, Ernie Schultz, Holly Scott, Bruce Tice, (F)

CRUISING COURSES

BASIC CRUISING I, Fee: \$265.00, 18 hours.

BASIC CRUISING II, Fee: \$265.00, 18 hours.

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

US SAILING BASIC CRUISING CERTIFICATION COURSE, Fee: \$550.00, 24 hours.

EVENING SAILING, Fee: \$50, 3.5 hours

PRESENTERS: Diane De Witte, Debora Camille Dunne, Marc Hughston, Doug Kent, Brian Kfoury, Vito J. Macchia, Marcus MacKenzie, Robert Profeta, Karen Prioleau, Kirk Schuler, Ernie Schultz, Holly Scott, Christopher McNally (F).

BAREBOAT CRUISING COURSES

US SAILING BAREBOAT CRUISING CERTIFICATION COURSE, Fee \$799.00, 5 days.

CHANNEL ISLAND CRUISING FOR WOMEN; Fee \$750, 5 days

NORTHERN CHANNEL ISLAND CRUISING; Fee \$750, 5 days

SANTA BARBARA ISLAND CRUISE; Fee \$ 575, 3 days

ANCHORING & NAVIGATION WEEKEND CRUISE TO CATALINA; Fee \$475, 3 days

US SAILING COASTAL PASSAGE MAKING CERTIFICATION, Fee: \$1295, 5 days.

Courses to be taught aboard OCC cruising boats including, but not limited to Catalina 42 "Betty" and Blue Fin. Most meals included in registration fees.

PRESENTERS: Robert Donald Bosc, Jr., Jerome Carman, Scott Culver, Diane K. De Witte, Debora Camille Dunne, Marc Alan Hughston, Doug Kent, Brian Kfoury, Vito J. Macchia, Peggy McClure, Pandora Nash-Karner, Robert Profeta, Karen Prioleau, Kirk Schuler, Ernie Schultz, Bruce W. Tice, Robert White, David Tatum, Robin Clark(F)

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

POWERBOAT COURSES

INTRODUCTION TO POWERBOATS, Fee \$260, 6 hours

TWINSCREW BOATHANDLING, Fee \$495, 12 hours

ADVANCED POWERBOAT OPERATION, Fee \$685, 19 hours

SAFE POWERBOAT HANDLING CERTIFICATION, Fee \$125, 16 hours

SAFE HANDLING OF SMALL POWERBOATS, No fee to participants. Funded by a grant from the State of California, Department of Boating and Waterways. 20 hours..

PRESENTERS: Jack Patterson, Brian Kfoury, Armando Eason, Karen Prioleau, Robert Profeta, Kirk Schuler, Ernie Schultz, Diane De Witte, Marc Hughston, Christopher McNally, Erik Josenhans, Jason Adams(F).

Professional Expert: Sheri Crowe

Professional Services:

1. To act as project manager for OCC vessels and provide general sailing program support.
2. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
3. To perform specialized marine maintenance and repair on Sailing Center boats, facilities and donations to the program.

Schedule: To be determined based on program needs.

Rate: \$32.13/hr

Funding Source: To be paid an amount NTE \$45,000 from Sailing Center Funds.

Professional Expert: Richard Crowe

Professional Services:

1. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
2. To perform specialized marine maintenance and repair on Sailing Center boats, facilities and donations to the program.

Schedule: To be determined based on program needs.

Rate: \$47.94/hr

Funding Source: To be paid an amount NTE \$67,000 from Sailing Center Funds.

Professional Expert: Erika Christian

Professional Services:

1. To perform specialized marine maintenance including painting and varnishing to OCC vessels

Schedule: to be determined based on program needs.

Rate: \$20.15

Funding Source: To be paid an amount NTE \$2,000 from Sailing Center Funds.

Professional Expert: Roscoe Fowler

Professional Services:

1. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
2. To perform specialized marine maintenance and repair on Sailing Center boats, docks and facilities, as well as miscellaneous donations to the program.

Schedule: To be determined based on program needs.

Rate: \$17.50 /hr

Funding Source: To be paid an amount NTE \$15,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2009, and June 30, 2010.

Professional Expert: Robert Dalrymple

Professional Services:

3. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
4. To perform specialized marine maintenance and repair on Sailing Center boats, docks and facilities, as well as miscellaneous donations to the program.

Schedule: To be determined based on program needs.

Rate: \$29.30 /hr

Funding Source: To be paid an amount NTE \$5,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2009, and June 30, 2010.

Professional Expert: Victoria Hubbard

Professional Services: To provide program support, instructor support and assist with sailing courses and marine projects.

Schedule:

Rate: \$25.70/hr

Funding Source: To be paid an amount NTE \$38,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2009, and June 30, 2010.

Professional Expert: David Lapham

Professional Services:

1. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
2. To perform specialized marine maintenance and electrical repair on OCC power vessels, other Sailing Center boats and miscellaneous donations to the program.

Schedule: To be determined based on program needs.

Rate: \$28.20 /hr

Funding Source: To be paid an amount NTE \$29,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2009, and June 30, 2010.

Professional Expert: Mary G. Menninger

Professional Services:

1. To assist with the formation and implementation of marine vocational programs, determine community needs, survey similar programs in other parts of the country and provide a directional report to the Sailing Center for the purpose of developing appropriate courses to be offered by OCC.
2. Provide general Sailing Center support.

Schedule: To be determined based on program needs.

Rate: \$35.00/hr

Funding Source: To be paid an amount NTE \$32,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2009, and June 30, 2010.

Professional Expert: Jessica Rohr

Professional Services:

1. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
2. To perform specialized marine maintenance and repair on Sailing Center boats, docks and facilities, as well as miscellaneous donations to the program.

Schedule: To be determined based on program needs.

Rate: \$17.50 /hr

Funding Source: To be paid an amount NTE \$20,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2009, and June 30, 2010.

Professional Expert: Katherine Sink-Pointer

Professional Services:

1. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
2. To perform specialized marine maintenance and repair on Sailing Center boats, docks and facilities, as well as miscellaneous donations to the program.

Schedule: To be determined based on program needs.

Rate: \$ 20.56 /hr

Funding Source: To be paid an amount NTE \$38,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2009, and June 30, 2010.

Professional Expert: Karen Prioleau

Professional Services:

1. To act as project manager for Alaska Eagle programs, vocational course development, and general sailing program support.
2. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.

Schedule: To be determined based on program needs.

Rate: \$ 33.81 /hr

Funding Source: To be paid an amount NTE \$32,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2009, and June 30, 2010.

Professional Expert: Robert Profeta

Professional Services:

1. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
2. To perform specialized marine maintenance and repair on Sailing Center boats, facilities and donations to the program.

Schedule: To be determined based on program needs.

Rate: \$36.71/hr

Funding Source: To be paid an amount NTE \$20,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2009, and June 30, 2010.

Professional Expert: Gerald Sandahl

Professional Services:

1. To perform specialized marine maintenance, and wood repair on Sailing Center boats and docks, as well as miscellaneous donations to the program.
2. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.

Schedule: To be determined based on program needs.

Rate: \$ 32.18 /hr

Funding Source: To be paid an amount NTE \$36,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2009, and June 30, 2010.

Professional Expert: Bruce Tice

Professional Services:

1. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
2. To perform specialized marine maintenance and program support on Sailing Center boats, miscellaneous donations to the program, as well as Sailing Center construction and improvement projects.

Schedule: To be determined based on program needs.

Rate: \$39.42/hr

Funding Source: To be paid an amount NTE \$30,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2009, and June 30, 2010.

Professional Expert: Mark Templin

Professional Services:

1. To perform specialized marine maintenance, painting, and fiberglass repair on OCC vessels.
2. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.

Schedule: To be determined based on program needs.

Rate: \$36.72/hr

Funding Source: To be paid an amount NTE \$35,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2009, and June 30, 2010.

Professional Expert: Anne Marie Thompson

Professional Services:

- 1 To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.

2. To perform specialized marine maintenance and repair on Sailing Center boats, docks and facilities, as well as miscellaneous donations to the program.

Schedule: To be determined based on program needs.

Rate: \$18.00 /hr

Funding Source: To be paid an amount NTE \$5,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2009, and June 30, 2010.

SPECIAL PROJECTS

Orange Coast College School of Sailing & Seamanship to host various functions and meetings during fiscal year 2009-2010. Total expenses NTE \$6,000 to be paid from Sailing Center funds to include food, supplies, and meeting room expenses.

Orange Coast College School of Sailing & Seamanship Sailing Association to hold special events during the fiscal year 2009-2010 to include: Holiday Sails to coincide with legal holidays; annual holiday party in December; work parties; evening potlucks, monthly meetings on the last Monday of the month; and on-site special events to enhance school programs. Total expenses NTE \$2,500 to be paid from Sailing Center funds to include food, supplies and meeting room expenses.

Orange Coast College School of Sailing & Seamanship staff Brad Avery, Robert White, and Robert Dalrymple to deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship, with the understanding that authorization for attendance will be sought prior to travel. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.



UCI Agreement.pdf

Additional Administrative Services

Orange Coast College School of Sailing & Seamanship Sailing Association to hold special events during the fiscal year 2009-2010 to include: Holiday Sails to coincide with legal holidays; annual holiday party in December; work parties; evening potlucks, monthly meetings on the last Monday of the month; and on-site special events to enhance school programs. Total expenses NTE \$2,500 to be paid from Sailing Center funds to include food, supplies and meeting room expenses.

3.04 PERSONNEL ITEMS

Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.04 PERSONNEL ITEMS

Open Session.pdf

Additional Administrative Content

Created by: [redacted] on 06/17/2009 11:58 AM. Last updated: 06/17/2009 11:58 AM.

3.04 Personnel Items

3.04.01 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>Date</u>
Greeley, Michael	OCC	Lab Instructional Assist Technician	Exhaustion of Benefits, 39 Month	05/04/09
Kirkwood, Cathy	OCC	Accounting Fiscal Specialist	Probation Separation	05/01/09
Moore, Cari	GWC	Cosmetology Bus Facilitator	Probation Separation	05/15/09

3.04.02 Authorization for Leaves of Absence

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

Administrative Leaves

Revision to Previous Board action

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Baird, David	GWC	Dean, Counseling	Cancel	July 2009

3.04.03 Authorization for Changes in Assignments, Academic Staff

It is recommended that authorization be given for the following changes in both contract and part-time assignments for academic personnel:

Faculty

Heck, Janet, CCC, Instructor, Accessible Learning Technology, Pre-retirement Reduced Load Option Program, 50% Fall and Spring, effective Fall 2009.

3.04.04 Authorization for Contract Amendments Based Upon Horizontal Salary Moves

The following faculty members have completed requirements for horizontal salary moves in accordance with Board policies and procedures. It is recommended that revised appointments reflecting their new placement be authorized for the 2009-10 school year:

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>	<u>To Col/Step</u>
Hussain, Syed	OCC	IV 07	V 08

3.04.05 Authorization for Reclassification, Classification Reductions, and Reorganizational Reassignments, Classified Staff

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

Reorganizational/Reassignment

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start</u>	<u>End</u>
Fonseca, Angelina	CCC	Staff Assistant Sr E-54	Military/Contract Education Specialist E-58*	06/17/09	06/30/09

*This position may be extended, modified or eliminated based on changes from the funding source.

Classification Reduction in Lieu of Layoff

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start</u>	<u>End</u>	<u>PLCMT</u>
Gracia, Esequiel	CCC	Corp. Developer	Workforce Specialist*	07/01/09	06/30/10	E-50-05**

*This position may be modified, extended or eliminated based on changes from the funding source.

** Y-Rated

Reclassification

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Apodaca, Angela	GWC	Community Services Technician E-40-05	Community Services Registration Tech II E-44-05	07/01/09
Arroyo, Jorge	OCC	Maintenance, Semi Skilled E-47-05	Maintenance, Skilled E-51-05	07/01/09
Moreira, Nicolas	GWC	Groundskeeper II E-43-05	Groundskeeper III E-45-05	07/01/09
DePretto, Diane	GWC	Staff Assistant Sr. E-54-05	Campus HR Analyst E-58-05	07/01/09
Dominguez, Heather	OCC	Office Coordinator E-42-05	Counseling Records Assistant E-45-05	07/01/09
Knowles, William	OCC	Info Systems Technician Sr E-64-03	Sys/Network Analyst I E-65-04	07/01/09
Wisner, Paul	OCC	Accounting Coordinator Sr E-56-05	Accounting Analyst E-60-05	07/01/09
Wong, Mike	OCC	Info Systems Technician I E-52-05	Info Systems Technician II E-59-05	07/01/09

3.04.06 Authorization for Schedule Changes, Classified Staff

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

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Date</u>	<u>Plmct</u>
Camody, Laurie	GWC	Staff Aide	11 mo	12 mo	07/01/09	E-48-05

Temporary Schedule Changes and On Call Hours Over Contract

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Date</u>	<u>End Date</u>
Raskin, Debra	OCC	Instructional Associate Math	.750%	HOC*	12/10/08	06/12/09

*On call as needed.

3.04.07 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> Campus Human Resource Analyst	E-58	Add to salary schedule effective 07/01/09
Contract and Military Education Specialist	E-58	Add to salary schedule effective 06/18/09

3.04.08 Authorization for Professional ExpertsProfessional Experts over \$10,000.00

Leighton, John, CCC, to research and develop material to be included in grant proposals and to write proposals, for the period 07/01/09 to 10/09/09, compensation to be \$12,500.00.

Morrison, Gloria, GWC, to serve as Emergency Operations Planning Consultant responsible for writing emergency plans, training employees, and coordinating with city police, fire, and first responders, ensuring our compliance with state and federal mandates, for the period 07/01/09 to 06/30/10, compensation to be \$67,000.00.

Nieman, Michelle J., CCC, to provide instructional design and technical writing/editing services for various projects in the Instructional Systems Development Department, for the period 07/01/09 to 09/09/09, compensation to be \$20,400.00.

Ono, Jo Ann, GWC, to provide coordination of Police Academy activities, for the period 07/01/09 to 06/30/10, compensation to be \$40,320.00.

Richey, Ardith, DIST, to oversee current GO Bond projects, for the period 06/18/09 to 08/31/09, compensation to be \$20,800.00.

Valles, Martin T., CCC, to serve as Assistant in post production for the new Anatomy & Physiology Telecourses, for the period 07/01/09 to 12/09/09, compensation to be \$15,000.00.

Young, Gary J., CCC, to serve as Systems Analyst/Programmer for the special project application, for the period 07/01/09 to 09/09/09, compensation to be \$15,500.00.

Other Professional Experts

Abdou, Marc, CCC, to serve as Offline Editor for the new Anatomy & Physiology Telecourses, for the period 07/01/09 to 07/31/09, compensation to be \$3,300.00.

Akana, Aaron, OCC, to administer On-Line Learning Program, for the period 05/10/09 to 06/30/09, compensation to be \$9,167.00.

Carpenter, William, DIST, to coordinate Degree Audit Project district wide, for the period 07/01/09 to 09/30/09, compensation to be \$7,500.00.

Dahlberg, Eric, OCC, to perform for at the OCC Jazz Ensemble Concert on 05/24/09, compensation to be \$840.00.

Hanna, John, GWC, to perform work for the Tech Prep Regional Coordination Grant, for the period 05/01/09 to 06/30/09, compensation to be \$750.00.

Herrera, Patrick D., CCC, to develop ESL curriculum development & to provide training for not-for-credit Contract Education Programs, for the period 07/01/09 to 06/30/10, compensation to be \$10,000.00.

Herrera, Patrick D., CCC, to develop Nursing ESL curriculum/assessment development & training for courses, for the period 07/01/09 to 06/30/10, compensation to be \$10,000.00.

Herrera, Patrick D., CCC, to provide bilingual assessment services to the City of Costa Mesa, for the period 07/01/09 to 06/30/10, compensation to be \$5,000.00.

Sagen, Arthur J., CCC, to provide Curatorial Services in the Coastline Art Gallery, for the period 07/01/09 to 08/31/09, compensation to be \$4,000.00.

Westerman, Donna D., OCC, to curate an installation for the Arts Pavilion on 05/30/09, compensation to be

\$1,500.00.

The following District Professional Experts to participate in the SB70 Community Collaborative Grants Faculty Externship Program, for the period 05/21/09 to 12/31/09, compensation to be \$1,000.00:

Blake, Daniel
Gangitano, Michael

The following OCC Professional Experts to perform work for the Tech Prep Regional Coordination Grant, for the period 06/18/09 to 06/30/09, compensation to be \$1,000.00:

Clift, Janice T.
Dollarhide, Dianne A.
Elliott, Joan E.
Evans, Geraldine J.
Friedman, Debra M.
Huffman, Jenelle E.
Osborne, Debbie
Paredes, Mark Anthony R.
Sotier, Cathryn
Uthus, Steven

The following OCC Professional Experts to perform work for the Tech Prep Regional Coordination Grant, for the period 07/01/09 to 10/30/09, compensation to be \$1,000.00:

Donovan, Patricia R.
Elg, John
Ngo, Quyen
Shaw, Venturis

The following OCC Professional Experts to perform work for the Career Link Grant, for the period 06/18/09 to 06/30/09, compensation to be \$1,000.00:

Blackenhorn, Regina M.
Durendes, Nancy B.
Stewart, Monica C.

3.04.09 Monthly Travel Allowances

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

CCC

Lopez, Vinicio	\$225 per month
Dean, Instruction	

3.05 ADDITIONAL PERSONNEL ITEMS

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Agenda Item Comment

3.05 ADDITIONAL PERSONNEL ITEMS

Additional Administrative Comment

Meeting of the Board of Trustees of CCCD, held on 06/17/2009 at 10:00 AM in the Board Room.

3.05.01 Authorization for Independent Contractors - Coastline Community College
Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

3.05.01 Authorization for Independent Contractors - Coastline Community College

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

Denise Cusano Instructional Design, Inc. to perform needs assessment for training applications using 3-D virtual world technology, July 1, 2009 – September 30, 2009, at \$151.50 per day, for a fee NTE \$10,000 to be paid by Contract Education funds.

LaunchPad Careers, Inc. to conduct Outplacement and Career Coaching Training Modules to One-Stop Center staff and clients, invoiced at a rate of \$725 per module, and 8-hour One-Stop Center Staff Business Development Training Classes at a cost of \$2,750 each, July 1, 2009 – June 30, 2010, for a fee NTE \$24,000 to be paid from One-Stop Center funds.

Wilcox, Susan to write, produce and coordinate completion of content for each lecture/lab lesson (9 lessons @ \$5,000/lesson) for the new Physical Geology Lecture and Lab Online course, July 1, 2009 – June 30, 2010, NTE \$45,000 to be paid by funds received in support of this project.

Rakochoy, Wendy A. to serve as a video producer for the media components of the new Physical Geology Lecture and Lab Online course @ \$231/day, July 1, 2009 – December 31, 2009, for a fee NTE \$30,000 to be paid by funds received in support of this project.

Denise Cusano Instructional Design, Inc. to write front matter, project management, and review exercises for 10 student guide lessons @ \$1,110/lesson; and project management and instructional design of online lab and lab manual for 9 lessons @ \$750/lesson for the new Anatomy & Physiology telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$17,850 to be paid by funds received in support of this project.

Stephenson, Jon to write front matter, project management, instructional design and review exercises for 10 student guide lessons @ \$1,000/lesson; and project management and instructional design of online lab and lab manual for 9 lessons @ \$400/lesson for the new Chemistry telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$13,600 to be paid by funds received in support of this project.

Wiens, Melissa to provide special services for the delivery of specific program requirements set forth in the contract to provide integration services in support of the Navy College Program for Afloat Education, July 1, 2009 – June 30, 2010 to be paid a monthly salary of \$5,465.80 with allowable phone expenses NTE \$1200 per year and travel expenses NTE \$3000 per year for a total NTE \$69,790, to be paid from Contract Education funds.

Working Wardrobes to conduct Job Search-Related Workshops to One-Stop clients at a rate of \$750 per module invoiced after each event, July 1, 2009 – June 30, 2010, for a fee NTE \$24,000 from One-Stop Center funds.

Leader, Miles to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$14,760, to be paid from Contract Education funds.

Warrick, Robert S. to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$59,400, to be paid from Contract Education funds.

Austin, Natalie to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$40,550, to be paid from Contract Education funds.

Chapman, Sue to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$20,445, to be paid from Contract Education funds.

Choi, Ann to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOU's, July 1, 2009 - June 30, 2010, for a fee NTE \$35,640, to be paid from Contract Education funds.

Davis, Roderick C. to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$16,560, to be paid from Contract Education funds.

Dewey, Cristina to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - February 28, 2010, for a fee NTE \$47,661, to be paid from Contract Education funds.

Downing, Angela to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$36,960, to be paid from Contract Education funds.

Drye, David to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$43,560, to be paid from Contract Education funds.

Fellows, Brandy to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$11,220, to be paid from Contract Education funds.

Herald, John to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$25,920, to be paid from Contract Education funds.

Hill, Kalina to provide outreach, marketing and liaison activities between college and military base's

education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$48,840, to be paid from Contract Education funds.

Hughes, Richard D. to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$24,840, to be paid from Contract Education funds.

Jasinski, Cheryl to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$14,440, to be paid from Contract Education funds.

Reardon, Diane Meraz to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$28,345, to be paid from Contract Education funds.

Lawson, Gloria to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$42,394, to be paid from Contract Education funds.

Lutz, Elizabeth M. to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$38,640, to be paid from Contract Education funds.

Mayeaux, William J. to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$16,891, to be paid from Contract Education funds.

Menges, Joel to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$38,088, to be paid from Contract Education funds.

Pierre-Louis, Glynis to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$37,094, to be paid from Contract Education funds.

Randolph, Bryan to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$31,685, to be paid from Contract Education funds.

Shadday, Diana to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$19,044, to be paid from Contract Education funds.

Thomas, Michelle Ventura to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and

registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$51,480, to be paid from Contract Education funds.

Wills, Kimberly to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$39,358, to be paid from Contract Education funds.

Craven, Kathy will provide technical advice and services (for the Business Education Industry Collaborative grant) in areas such as marketing, internet communications, directory maintenance, mini-grant solicitation and evaluation, participant documentation, deliverable dissemination for various curriculum and staff development projects, and preparation of Statewide newsletter and other year-end report requirements, October 16, 2008 – June 30, 2009, for a fee NTE \$48,600 to be paid from the Statewide Discipline/Industry Collaborative for Business Education (BIC) grant funds. (Revision is to increase assignment and NTE figure by \$6,000. Prior Board Approval: 10/01/08)

UNDER \$10,000

Ridley, Gabrielle to provide helpdesk response for online courses licensed by Coast Learning Systems, Friday evening, Saturday, and Sunday, for \$12 per hour with a maximum of 5 hours per week, prearranged and approved by the Director of Marketing and Partnerships, July 1, 2009 – June 30, 2010, for a fee NTE \$3,000 to be paid from ISD ancillary funds.

Curtner, Danielle to provide helpdesk response for online courses licensed by Coast Learning Systems, Friday evening, Saturday, and Sunday, for \$12 per hour with a maximum of 5 hours per week, prearranged and approved by the Director of Marketing and Partnerships, July 1, 2009 – June 30, 2010, for a fee NTE \$3,000 to be paid from ISD ancillary funds.

Harrison, Catchpole & Associates, Inc. to create, prepare and provide training materials between June 18, 2009 and June 30, 2009 for Coastline's Multi-Site/Multi-Modal Instructional Delivery Training Program. Training will take place by July 30, 2009, at no cost to the College. One payment to be paid from Enrollment Management Funds – Multi-Site/Multi Modal Delivery, Part 1, NTE \$1000.

Tang, Yong to review front matter and provide exercises and answers for study guide and write 7-10 questions for test bank for Lessons 4, 5, 8, 9, 10, 11 and 13 @ \$450/lesson for the new Anatomy & Physiology telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$3,150 to be paid by funds received in support of this project.

Tabor, Dennis to review content of study guide and test bank for Lessons 2 & 14 @ \$200/lesson for the new Anatomy & Physiology telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$400 to be paid by funds received in support of this project.

Harding, Kimberly to review content of study guide and test bank for Lesson 4 @ \$200/lesson for the new Anatomy & Physiology telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$200 to be paid by funds received in support of this project.

Young Owl, Marcus to review content of study guide and test bank for Lesson 5 @ \$200/lesson for the new Anatomy & Physiology telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$200 to be paid by funds received in support of this project.

Sowell, Mitzie to review content of study guide and test bank for Lessons 1 & 3 @ \$200/lesson for the new Anatomy & Physiology telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$400 to be paid by funds received in support of this project.

Brandon, Mary Teresa to review content of study guide and test bank for Lesson 6 @ \$200/lesson for the

new Anatomy & Physiology telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$200 to be paid by funds received in support of this project.

Famiano, Lee to review content of study guide and test bank for Lesson 7 @ \$200/lesson for the new Anatomy & Physiology telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$200 to be paid by funds received in support of this project.

Naravané, Anita to review content of study guide and test bank for Lessons 9, 10, 11, 12 & 13 @ \$200/lesson for the new Anatomy & Physiology telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$1,000 to be paid by funds received in support of this project.

Ott, Margaret to review content of study guide and test bank for Lessons 8, 9, & 10 @ \$200/lesson for the new Anatomy & Physiology telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$600 to be paid by funds received in support of this project.

Bennani, Farah to review content of study guide and test bank for Lessons 8, 9, 10, 11, 12 & 13 @ \$200/lesson for the new Anatomy & Physiology telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$1,200 to be paid by funds received in support of this project.

Howell, Byron to write content of lab manual for 5 lessons @ \$300/lesson and content of study guide and test bank for Lessons 1, 9, & 11 @ \$550/lesson for the new Chemistry telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$3,150 to be paid by funds received in support of this project.

Schwenz, Richard to review content of lab manual for 6 lessons @ \$125/lesson and finish textbook review for 10 lessons @ \$300/lesson for the new Chemistry telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$3,750 to be paid by funds received in support of this project.

Stover, Joan to review content of study guide and test bank for Lessons 1-14 @ \$200/lesson for the new Chemistry telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$2,800 to be paid by funds received in support of this project.

Hughes, Harry T. to serve as a writer/producer for the planning and development of the new Anatomy & Physiology telecourse @ \$225/day, July 1, 2009 – July 31, 2009, for a fee NTE \$4,500 to be paid by funds received in support of this project.

CW Dixon Associates, Inc. to serve as a narrator for eleven videos @ \$300/video for the new Anatomy & Physiology telecourse, July 1, 2009 – December 31, 2009, for a fee NTE \$3,300 to be paid by funds received in support of this project.

Gardner, Nancy to write content of lab manual for 5 lessons @ \$300/lesson and content of study guide and test bank for 5 lessons @ \$550/lesson for the new Chemistry telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$4,250 to be paid by funds received in support of this project.

Perkins, Bob to review content of lab manual for 6 lessons @ \$125/lesson for the new Chemistry telecourse, July 1, 2009 – June 30, 2010, for a fee NTE \$750 to be paid by funds received in support of this project.

Hairston, Ken to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$6,900, to be paid from Contract Education funds.

D'Brot, Jean Pierre to provide services as a Study Abroad chaperon in support of Coastline's Study Abroad Program, June 27-July 11, 2008, for a fee NTE \$100, to be paid Distance Learning funds.

Stinson, Monique to provide outreach, marketing and liaison activities between college and military base's

education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$8,653, to be paid from Contract Education funds.

Watts, Renetta to provide outreach, marketing and liaison activities between college and military base's education office and to meet individually with students to provide enrollment and registration support under existing contracts and MOUs, July 1, 2009 - June 30, 2010, for a fee NTE \$8,593, to be paid from Contract Education funds.

Additional Administrative Comment

Created at 10:50 AM on 06/16/2009 by: [Name obscured]

3.05.02 Authorization for Independent Contractors - Golden West College

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

Agenda Item Content

3.05.02 Authorization for Independent Contractors - Golden West College

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

Perrou, Barry to act as the primary instructor, providing specialized training to Orange County police officers, July 1, 2009 – June 20, 2010. Payment of \$10,000 from Mental Health Grant funds.

Waller, Videla (Care Training Services) to administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff, July 1, 2009 – June 30, 2010. To be paid \$22 per manual exam, \$10 per written exam and \$15 per oral exam, as invoiced per exam date, NTE \$80,000, paid from RHORC-RTC Trust Fund.

Conley, Mary Louise to administer Certified Nurse Assistant exams; hire, train and pay qualified testing staff; and provide Live Scan Fingerprinting, July 1, 2009 – June 30, 2010. To be paid \$22 per manual exam, \$10 per written exam and \$15 per oral exam, and \$10 per Live Scan as invoiced, NTE \$30,000, paid from RHORC-RTC Trust Fund.

DeBoer, Leora to administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff, July 1, 2009 – June 30, 2010. To be paid \$22 per manual exam, \$10 per written exam and \$15 per oral exam, as invoiced per exam date, NTE \$30,000, paid from RHORC-RTC Trust Fund.

Bowden, Joyce (Health Educational Consultants) to administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff, July 1, 2009 – June 30, 2010. To be paid \$22 per manual exam, \$10 per written exam and \$15 per oral exam, as invoiced per exam date, NTE \$60,000, paid from RHORC-RTC Trust Fund.

Hime-Griffin, Kirsten to administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff, July 1, 2009 – June 30, 2010. To be paid \$22 per manual exam, \$10 per written exam and \$15 per oral exam, as invoiced per exam date, NTE \$30,000, paid from RHORC-RTC Trust Fund.

Blum, Lawrence, to provide Multiphasic Personality Test to potential recruits prior to academy enrollment, July 1, 2009 – June 30, 2010. Payment of \$90 per test paid by individual recruits, NTE \$10,000.

UNDER \$10,000

Whyte, Scott to provide liaison service for other panel members, assist coordinator and distribute information, July 1, 2009 – June 30, 2010. Payment of \$38 per hour, NTE \$3,000, from Mental Health Grant funds.

Agundez, Rebecca to administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff, July 1, 2009 – June 30, 2010. To be paid \$22 per manual exam, \$10 per written exam and \$15 per oral exam, as invoiced per exam date, NTE \$6,000, paid from RHORC-RTC Trust Fund.

Collins, Kathleen to administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff, July 1, 2009 – June 30, 2010. To be paid \$22 per manual exam, \$10 per written exam and \$15 per oral exam, as invoiced per exam date, NTE \$4,500, paid from RHORC-RTC Trust Fund.

Hayes, Linda to administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff, July 1, 2009 – June 30, 2010. To be paid \$22 per manual exam, \$10 per written exam and \$15 per oral exam, as invoiced per exam date, NTE \$4,500, paid from RHORC-RTC Trust Fund.

Hom, Stephanie to administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff, July 1, 2009 – June 30, 2010. To be paid \$22 per manual exam, \$10 per written exam and \$15 per oral exam, as invoiced per exam date, NTE \$4,500, paid from RHORC-RTC Trust Fund.

Miller, Mary to administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff, July 1, 2009 – June 30, 2010. To be paid \$22 per manual exam, \$10 per written exam and \$15 per oral exam, as invoiced per exam date, NTE \$2,500, paid from RHORC-RTC Trust Fund.

Valenzuela, Sue to administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff, July 1, 2009 – June 30, 2010. To be paid \$22 per manual exam, \$10 per written exam and \$15 per oral exam, as invoiced per exam date, NTE \$3,000, paid from RHORC-RTC Trust Fund.

Babin, Christian to act as project consultant for the North American Mobility in Higher Education project (FIPSE Grant Board Approved 12/13/06), May 21, 2009 – August 31, 2009, payment NTE \$2,500, paid from FIPSE Grant funds.

Presentation Panelists - to assist presenters and lecturers in the Criminal Justice Training Center's Crisis Intervention Training Program, July 1, 2009 – June 30, 2010. A list of names and social security numbers will be maintained in the Criminal Justice Administration Office. Payment of \$1,500 per panelist from Mental Health Grant funds.

Shea, Steve to provide photography services for GWC Studio dance concerts, September 1, 2008 – May 30, 2009, payment NTE \$850 from Dance Trust funds.

This is a revision to previous Board action of 9/3/08 to increase payment amount.

Additional Administrative Comment

Source of funding for this item is Criminal Justice Training Center

3.05.03 Authorization for Independent Contractors - Orange Coast College
Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

3.05.03 Authorization for Independent Contractors - Orange Coast College

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

Bell Port Newport Harbor Shipyard for the purpose of haul out and launch of Sailing Center boats and donations for repair and maintenance and surveys during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$25,000 from Sailing Center funds.

Boatwain's Locker for the purpose of providing repair and maintenance services to Sailing Center engines during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$15,000 from Sailing Center funds.

Macchia and Associates to act as project manager for OCC sailing vessel *Bluefin* and to assist with specialized marine maintenance projects from July 1, 2009 - June 30, 2010, to be paid an amount NTE \$20,000 from Sailing Center funds.

Mereld Keys for the purpose of providing USCG licensing curriculum consulting, course renewal assistance and instruction to students enrolled in OCC School of Sailing & Seamanship's U.S. Coast Guard Licensing Courses during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$15,000 from Sailing Center funds.

Roberts, Jim to provide entertainment at OCC's Presidential retirement event on June 19, 2009, to be paid an amount NTE \$600 from Foundation funds.

Walk on Water Publishing - Kathryn Rahm for the purpose of design and layout of promotional materials including brochures and flyers for courses and classes offered by the OCC School of Sailing & Seamanship during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$10,000 from Sailing Center funds.

UNDER \$10,000

Abrakadoodle-Luck Kanthatham to provide preschool age children with an interactive art program on July 6, 2009, to enhance summer semester curriculum. Fee of \$363.63 to be paid from Children's Center Foundation funds.

Brown Engine, Inc. for the purpose of providing repair and maintenance to OCC vessel "*Por Nada*" engines during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$5,000 from Sailing Center funds.

Bruce Brown & Associates for the purpose of providing instruction on the use of safety gear, flares, and liferafts to students enrolled in OCC School of Sailing & Seamanship's U.S. Coast Guard licensing course

during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$2,000 from Sailing Center funds.

Chem Dry of Irvine/Newport for the purpose of providing cleaning and steamcleaning of boat cushions and facility carpet care during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$750 from Sailing Center funds.

Chris Brown's Performance Marine for the purpose of providing engine repair and maintenance for OCC Sailing Center vessels during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$3,000 from Sailing Center funds.

Commanders Weather Corporation for the purpose of providing specialized and detailed marine weather forecasts for OCC School of Sailing & Seamanship vessels operating offshore during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$500 from Sailing Center funds.

Dumas Diesel Injection to inspect and provide repair and maintenance to engines aboard Sailing Center boats during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$2,000 from Sailing Center funds.

Elliott/Pattison Sailmakers for the purpose of providing repair services to repair torn and damaged Sailing Center sails and canvas during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$2,000 from Sailing Center funds.

Fairwinds Maritime for the purpose of providing instruction to students on celestial navigation and the use of GPS during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$2,000 from Sailing Center funds.

Lohman's Yachts for the purpose of providing bottom cleaning services to Sailing Center boats and donations during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$4,000 from Sailing Center funds.

Mereld Keys for the purpose of providing instruction for OCC's Marine Radio Operator's Permit Course during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$5,000 from Sailing Center funds.

Newport Window Maintenance for the purpose of providing monthly exterior cleaning services for all Sailing Center windows during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$1,000 from Sailing Center funds.

RCP Advance Life Support to provide first aid training for ten staff with the OCC Early Childhood Lab School on August 21, 2009, to be paid an amount NTE \$450 from Lab School ancillary funds.

Schock Boats for the purpose of haul out and launch of Sailing Center boats for repair and maintenance during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$1,500 from Sailing Center funds.

Sea Dog Design – Scott Alumbaugh for the purpose of providing support of OCC Sailing's website - occsailing.com from July 1, 2009 - June 30, 2010, to be paid an amount NTE \$2,000 from Sailing Center funds.

South Coast Shipyard for the purpose of haul out and launch of Sailing Center boats and donations to the program for the purpose of repair and maintenance and surveys during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$1,000 from Sailing Center funds.

Stoll Engine Company for the purpose of repair and maintenance of engines for Sailing Center boats during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$1,000 from Sailing Center

funds.

Terminix for the purpose of fumigation and pest control to Sailing Center facilities and boats during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$1,000 from Sailing Center funds.

The Glass Mann for the purpose of providing and installing windows on OCC vessels, to be paid an amount NTE \$8,000 from Sailing Center funds.

The Mailing Source for the purpose of preparing, sorting, and label affixing for Sailing Center mailings during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$1,000 from Sailing Center funds.

Tradewinds Inflatables for the purpose of repair and maintenance of inflatable dinghies and outboard engines during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$1,000 from Sailing Center funds.

W.A.R.E Disposal for the purpose of providing trash pick-up twice weekly at the Sailing Center during the fiscal year July 1, 2009 - June 30, 2010, to be paid an amount NTE \$2,000 from Sailing Center funds.

William McNeely for the purpose of providing instruction to students on how to Cruise Catalina Island, navigation and marine weather; as well as books and materials for resale in the Lazarette for use with OCC cruising courses from July 1, 2009-June 30, 2010, to be paid an amount NTE \$2,500 from Sailing Center funds.

Approved: [Signature]

Second Reading: [Signature]

3.05.04 Authorization for Independent Contractors - District

Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Consent

3.05.04 Authorization for Independent Contractors - District

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

Authorization to Extend Independent Contractor Agreement with John M. Breihan, Interim Associate Vice Chancellor of Educational Services

After review by the Acting Chancellor, it is recommended that authorization be given for Coast Community College District to amend the existing Independent Contractor Agreement with John M. Breihan to serve as Interim Associate Vice Chancellor of Educational Services. The term of this agreement is amended to extend the original agreement from June 30, 2009 to December 31, 2009, and to increase the dollar amount in the sum of \$47,450, for a total contract amount of \$79,950. Mr. Breihan will be paid at the rate of \$650 per day for three days per week, not to exceed 73 days for the extended term. It is further recommended that the Board President, or designee, be authorized to sign this agreement (Prior Board Approval, February 18, 2009). A copy of the amendment is attached to each Trustee's agenda. (See Attachment #5)

Fiscal Impact: \$47,450 for extended term, for a total contract amount of \$79,950 for FY 2008-2009



IC Amendment-Breihan 12-31-09.pdf

Agenda Item Consent

Agenda Item Consent

Motion:

Consent to the Board of Trustees, to authorize the Board of Trustees to sign the agreement with John M. Breihan, Interim Associate Vice Chancellor of Educational Services, for a total contract amount of \$79,950 for FY 2008-2009.

3.05.05 Authorization for Professional Development Program

Meeting: 06/17/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content

3.05.05 Authorization for Professional Development Program

OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Seminar	Date	Amount
Montgomery, Cyndee Staff Assistant OCC	PSYD 446- Psych Testing PSYD 460- Field Practicum Vanguard University	05/12-06/09/09 06/16-07/14/09	\$2,500.00
Clark, Wendy Military Tech- Inter. CCC	BC C 120- Microsoft Excel Coastline Community College	02/04-04/01/09	\$132.00
Coker, Paula Foundation Assistant CCC	PSY 202- Adult Development & Life Assessment MGT 330- Mgmt for Organizations Ashford University	02/24-06/08/09 03/31-05/04/09	\$3,500.00
Marten, Connie Instructional Assistant GWC	EDUI 6899- Project EDUI 6774- Current Issues in Online Learning CSUEB	01/27-05/09/09 01/29-05/11/09	\$1,100.00
<u>OPTION III: RELEASED TIME</u>			
Damian, Jordan Counselor Aide GWC	Practicum in Responsive Counseling Loyola Marymount University	01/12-05/08/09	\$400.00

Additional Administrative Content

Created by YS: 06/17/2009 10:10:10 AM. Last Modified by YS: 06/17/2009 10:10:10 AM.

3.05.06 Authorization for Off-Campus Assignments - Coastline Community College

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item: 3.05.06

3.05.06 Authorization for Off-Campus Assignments - Coastline Community College

Cristina Arellano, EOPS Recruitment Technician to serve as committee member and event organizer for the annual Latino Youth Leadership Conference, from June 1, 2009 through June 30, 2010, coordinated with Coastline Community College and Orange County League of United Latin American Citizens of Orange County (LULAC) without loss of salary and with the understanding that authorization will be requested to attend meetings as necessary.

Nancy Jones, Academic Senate President, to serve on the statewide Academic Senate Local Senates Committee from July 1, 2009 through June 30, 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Evangeline Meneses, Vice-President of Student Services and Economic Development, to serve as Treasurer for the National Asian Pacific Islanders Council (NAPIC), from July 1, 2009 through June 30, 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Evangeline Meneses, Vice-President of Student Services and Economic Development, to serve as a representative on the California Community Colleges Chief Student Services Administrators Association Telecommunications and Technology Advisory Committee, from July 1, 2009 through June 30, 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Joycelyn Groot, Director, Contract Education and Operations, to serve on the GoArmyEd Advisory Group, from July 1, 2009 through June 30, 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Additional Information: Consent

Agenda Item: 3.05.06

Motion:

Original of Resolution to Authorize: 06/17/2009 11:51:00 AM 06/17/2009 11:51:00 AM 06/17/2009 11:51:00 AM

3.05.07 Authorization for Off Campus Assignments - District

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

3.05.07 Authorization for Off Campus Assignments - District

Ding-Jo H. Currie, Acting Chancellor, to serve as the Chair on the College Board's Community College Advisory Panel (CCAP), from July 1, 2009 through June 30, 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Ding-Jo H. Currie, Acting Chancellor, to serve on the American Council on Education (ACE) Board of Directors, from July 1, 2009 through June 30, 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Ding-Jo H. Currie, Acting Chancellor, to serve on the Board of Directors of the American Council on Education's Center for Advancement of Racial and Ethnic Equity, from July 1, 2009 through June 30, 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Ding-Jo H. Currie, Acting Chancellor, to serve on the Board of Directors of the National Asian Pacific Islander Council, an affiliated council of the American Association for Community Colleges, from July 1, 2009 through June 30, 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Additional Attachments (Consent)

Agenda Details

Motion:

3.05.08 Authorization for Staff Development - Golden West College

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

Agenda Item Number

3.05.08 Authorization for Staff Development - Golden West College

iTunes U Pilot Program

Date: April 20 – June 30, 2009

Purpose: Faculty generated iTunes U projects for spring 2009.

Cost/Purpose/Funding Source: \$2,500 stipend from Distance Learning funds.

This is a revision to previous Board action of 5/6/09 to change the source of funds.

Agenda Item Number

Agenda Item Number

Motion:

Created on Wednesday, 06/17/2009 10:00 AM. Last updated on 06/17/2009 10:00 AM. Page 1 of 1

3.06 FINANCIAL APPROVALS

Meeting: 06/17/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content

3.06 Financial Approvals

Additional Administrative Content

Created on Wednesday, 06/10/2009 by Rodriguez, Luis. Updated on 06/17/2009 by Rodriguez, Luis

3.06.01 Approval of Purchase Orders

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

3.06.01 Approval of Purchase Orders

PurchaseOrderDIST.pdf

Additional Administrative Content

After Agenda Item:

Motion:

Created by: [illegible] on 06/17/2009 at 10:00 AM. Last Modified by: [illegible] on 06/17/2009 at 10:00 AM.

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0316476	Anderson Charnesky Structural Steel Inc OCC ABC Bldg Bid #1965 Category E-Steel (GOB) Board Date: 05/06/09	OCC-GB	6254	3,360,378.00
P0316475	Brian DeVries Construction Inc OCC ABC Bldg Bid #1965 Category C- Concrete (GOB) Board Date:05/06/09	OCC-GB	6254	3,302,233.00
P0316451	Sewup JPA Insurance for OCC ABC Building (GOB)	OCC-GB	5472	768,260.00
P0316477	FM & Sons Inc OCC ABC Bldg Bid #1965 Category A- Earthwork/Grading (GOB) Board Date: 05/06/09	OCC-GB	6120	499,600.01
P0316481	Consilien LLC Integrated HR Employee & Retiree Benefit Mgmt System (GOB) Board Date 05/06/09	DIS-GB	5899	173,433.00
P0316448	Workplace Resource Special Services Furniture (GOB) Board: 05/06/09	OCC-GB	4312	146,209.58
P0316444	Allscape OCC Landscape & Storm Drainage System Renovation (GOB)	OCC-GB	6120	75,193.45
P0316447	Allscape Renovation of OCC Track & Field (GOB)	OCC-GB	6120	60,100.00
P0316478	Continental Painting Inc Sailing Center Exterior Painting (GOB)	OCC-GB	6250	52,166.00
P0316488	Coast Construction Repair and Replace Damaged Concrete (GOB)	OCC-GB	6120	49,755.00
P0316479	Northcott Painting Company Exterior Partial Painting on Various Bldgs Fund-40	OCC	6250	36,750.00
P0316418	LaunchPad Careers Inc Open PO for out-placement & career coaching training modules for One Stop Center	CCC	5899	24,000.00
P0316419	Working Wardrobes Open PO for workshops to the clients of OC One Stop Center Board Date: 04/01/09	CCC	5899	24,000.00
P0316415	Iron Speed Inc Computer software license for Information Services	DIS	5699	18,125.00
P0316438	Mobile Modular Management Corp 2-yr lease for two CCC Early College High School Program classrooms. Board Date: 05/06/09	CCC	5684	16,963.00
P0316436	Northcott Painting Company	GWC-GB	6250	9,875.00

P0316443	Metalclad Insulation Corp	GWC-GB	6250	9,875.00
P0316437	RR Donnelley	GWC	4321	9,443.95
P0316432	Brown, James	CCC	5112	8,400.00
P0316466	Southwest Windpower Inc	SB	6401	8,325.00
P0316439	Donnelly, Caitlin	OCC	5899	8,000.00
P0316490	ThreeForks Inc	CCC	5699	7,500.00
P0316445	Chipman Corp	OCC-GB	5899	6,803.00
P0316468	Dell Higher Education	CCC	6412	6,527.56
P0316458	ACCT	DIS	5320	6,045.00
P0316483	Bannerland	CCC	5850	5,975.81
P0316474	Model Glass & Mirror	OCC-GB	6401	5,785.00
P0316457	Walters Wholesale Electric Co	OCC	4312	5,063.18
P0316491	Bob's Shade & Linoleum	GWC	6250	4,151.30
P0316471	Allied Refrigeration Inc	OCC	4312	3,897.97
P0316434	Bob's Shade & Linoleum	GWC-GB	6250	3,797.60
P0316446	Amer Electric Components Inc	OCC-GB	6411	3,397.50
P0316414	Halo Branded Solutions	CCC	5850	3,006.88
P0316440	Graybar Electric	DIS	4312	3,000.00
P0316435	Bob's Shade & Linoleum	GWC	6250	2,938.00
P0316428	College Board	OCC	4312	2,691.56
P0316480	Nat'l Sign & Marketing Corporation	OCC-GB	6126	2,500.00
P0316482	Haz Party Rentals	GWC	5682	2,399.96
P0316430	Evisions Inc	DIS	5638	2,080.00
P0316469	Seginski & Associates	OCC-GB	5899	1,984.69
P0316455	Walters Wholesale Electric Co	OCC	4312	1,808.77
P0316449	Sehi Computer Products Inc	OCC	4312	1,776.39
P0316424	AJ Graphics	GWC	5899	1,764.56
P0316425	Play With A Purpose	OCC	4314	1,586.42
P0316489	Image Printing Solutions	DIS	4321	1,575.79
P0316486	Square-Flex Inc	DIS	6254	1,530.00
P0316459	Amer Council on Education	DIS	5320	1,347.00
P0316431	France Casting	OCC	4312	1,214.04
P0316487	Siemens Building Technologies Inc	DIS	5638	1,005.00
P312263	Office Depot	OCC	4312	986.44
P0316453	Walters Wholesale Electric Co	OCC	4312	887.45
P0316456	Walters Wholesale Electric Co	OCC	4312	805.92
P0316492	Hoover Printing & Lithography Inc	DIS	4321	780.83
P316385	Constructive Playthings	OCC	4314	763.39
P316380	Constructive Playthings	OCC	4314	704.51
P0316470	Cal-Olympic Safety	OCC	4314	649.14
P0316454	Walters Wholesale Electric Co	OCC	4312	569.45
P0316416	Office Depot	OCC	4312	464.24
P0316452	Walters Wholesale Electric Co	OCC	4312	402.27
P0316441	Office Depot	OCC	4312	358.17
P0316460	Home Depot	OCC	4312	326.03
P0316461	Herff Jones - Cap & Gown Div	DIS	4312	263.29
P0316472	Allied Refrigeration Inc	OCC	4312	233.77

P0316467	Tustin Awards Inc	DIS	4312	211.41
P0316433	Office Depot	DIS	4312	200.00
P0316423	Accrediting Commission-CJC	CCC	5320	130.30
P0316442	Xerox Corp	CCC	4312	128.54
P0316417	Xerox Corp	GWC	4312	116.58
P0316427	Teachers' Discount	OCC	4314	113.57
P0316429	Hitt Marking Devices Inc	DIS	4312	112.88
P0316422	Turning Tide Productions	CCC	5748	99.00
P0316464	Chronicle of Higher Education	DIS	5306	69.97
P0316463	OC Business Journal	DIS	5306	69.00
P0316450	Govconnection Inc	DIS	4315	66.95
P0316465	Los Angeles Times	DIS	5306	39.00
P0316485	CCC Bookstore	CCC	4312	31.70
P0316426	Book Vine for Children	OCC	4314	31.25
P0316473	Hitt Marking Devices Inc	DIS	4312	18.81
	Total			<u>\$8,763,871.83</u>

Object Code Legend

3000-3999	Staff Benefits
4200-4299	Books, Replacement of
4300-4799	Supplies/Printing
5100-5199	Consultants/Lecturers
5200-5299	Conferences/Travel
5300-5399	Dues/Memberships/Subscriptions
5400-5499	Insurance
5500-5599	Utilities/Services/Contracts
5600-5601	Film Rental
5630-5673	Repairs/Equipment and Facilities
5682-5699	Lease/Rentals
5700-5899	Other Expense of Operations
6100-6299	Site/Site Improvements/Building
6300-6399	Books, New Acquisitions
6400-6499	Equipment, New/Replacement

3.06.02 Ratification/Approval of Checks

Meeting: 06/17/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.06.02 Ratification/Approval of Checks



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Additional Administrative Content

Action Agenda Detail

Motion:

Create on Yes/No/Abstain/Amend/Cancel/Refer/Rescind on 06/17/2009 10:00 AM

NUMBER	NAME OF VENDOR	AMOUNT
0130422	PacifiCare of California Medical Premiums	463,589.41
0130162	ACSIG Dental / Edge Dental Claims & Admin Fees	260,304.53
0130420	Medco Health Solutions Inc Medical Prescription Claims	256,658.17
0129532	Medco Health Solutions Inc Medical Prescription Claims	229,509.46
0130788	Kaiser Permanente Medical Premiums	200,569.21
0129527	Coast Community College Dist. Medical claims	193,229.29
0130165	Coast Community College Dist. Medical claims	173,020.78
0130419	Coast Community College Dist. Medical claims	166,926.35
0130164	Coast Community College Dist. Medical claims	140,847.68
0129551	Constellation New Energy Inc Electricity District Wide	110,904.29
0130757	VQS Enterprises Inc Fall 09 Class Schedules Bid #1944	109,542.18
0129637	Coast Community College Dist. Medical claims	105,906.91
0130099	North OC Comm College District Voyager Library Circulation and catalog system	101,756.00
0130787	Coast Community College Dist. Medical claims	92,271.53
0130790	Reliastar Life Insurance Co Life Insurance Premiums	85,725.61
0130526	Reliastar Life Insurance Co Reinsurance Premiums	80,877.84
0129529	Coast Community College Dist. Medical claims	72,505.83
0130579	Constellation New Energy Inc Electricity District Wide	64,337.69
0130587	Dell Higher Education Desktop computers for Dislocated Workers program.	62,478.92
0130103	OCC Associated Students ASOCC College Service Charge	48,719.24
0130735	Southern Calif Edison Co Electricity District Wide	44,949.83
0130376	The Irvine Co/CBC III-V Lease payments for One-Stop center, Irvine	42,604.84
0130791	Reliastar Life Insurance Co Long Term Disability Premiums	41,077.72
0130554	Avalon Center at Garden Grove Lease payments for One-Stop center, Westminster	40,960.09
0129547	Burke, Williams & Sorensen, LLP District Board General Counsel Legal Services	37,606.74
0129523	Foundation/Calif Comm Colleges 2009/2010 FUSION Annual License Fee	30,115.93

0130167	Vision Service Plan	29,337.44
	Premiums for VSP Claims	
0130508	Systems Technology Associates Inc	28,413.89
	Hardware & software service maintenance agreement.	
0130413	Cambridge West Partnership LLC	27,525.00
	OCC, GWC, CCC Building/Facilities Program	
0129636	UCMI Inc	26,320.00
	Other Services to Assist in Close-out of open DSA	
0129530	Delta Health Systems	25,744.75
	Administrative Fees	
0129528	Coast Community College Dist.	25,260.71
	Medical claims	
0129440	Oracle Corp	21,132.97
0129406	GWC Bookstore	20,672.48
0130334	GWC Bookstore	20,232.24
0129725	United States Postal Service	20,000.00
0129563	Govconnection Inc	19,724.14
0130453	Constellation New Energy Inc	19,016.25
0130128	SVM, LP	18,630.00
0129645	Calif State Teachers Retirement Syst	16,941.80
0129525	Blue Cross	16,498.68
0129717	Superflow Technologies Group	16,447.68
0130416	Taylor & Associates	16,331.88
0129651	City of Huntington Beach	16,244.47
0130684	OC Auditor-Controller	16,233.50
0130784	B & P Services Inc	16,165.00
0129387	CCCD Student Refunds	14,736.50
0130690	Official Payments Corp	14,211.28
0130556	B & Z Printing Inc	14,127.91
0129465	Rutan & Tucker, LLP	14,035.05
0130598	Education 4 Work	14,000.00
0130576	Community College League of Calif	13,628.82
0130695	Pacific Blue Micro	12,621.50
0130786	P2S Engineering	12,600.00
0130133	The Gas Company	12,594.74
0130191	Community College League of Calif	12,544.00
0130373	SVM, LP	12,250.00
0129710	Southern Calif Edison Co	11,748.28
0129580	Mesa Consolidated Water Dist	11,612.50
0129540	AT&T	11,274.20
0129735	Xerox Corp	11,050.33
0129679	Making Connections	10,762.50
0130689	Office Depot	10,629.43
0130449	CCCD - SEOG	10,519.00
0130217	Knorr Systems Inc	10,480.56
0130046	Coast Community College District	10,335.80
0130417	UCMI Inc	10,080.00
0130204	Graphic Edge	10,059.38
0130054	Denise Cusano Instructional Design Inc	9,603.00
0130223	Montgomery Hardware Co	9,530.58
0130399	OCC Food Services	9,095.23
0129548	CCCD Student Refunds	9,065.00
0130701	PMS Microdesign Inc	8,764.61
0130485	Oracle Corp	8,330.64
0129723	Union Bank of California	8,303.48

0130189	CCCD Student Refunds	8,068.10
0130330	Foundation/Calif Comm Colleges	8,029.07
0129515	Xerox Corp	8,023.99
0130525	First Colony Life Insurance Co	7,928.22
0130507	Jon Stephenson	7,775.00
0129451	PL Hawn Company Inc	7,529.16
0130063	Education 4 Work	7,500.00
0130510	Time Warner Cable	7,392.75
0130584	CultureSync	7,000.00
0129587	Ocean View School District	6,430.77
0130448	CCC Contract Education	6,331.47
0130349	New Horizons CLC of So Cal	6,210.00
0130383	Unisource Worldwide Inc	6,204.96
0130214	James Jackson Productions Inc	6,000.00
0129541	B & P Services Inc	5,840.00
0130571	CDWG	5,839.79
0129627	Xerox Corp	5,820.93
0130789	Kaiser Permanente	5,778.90
0130426	Advantage Graphics & Printing	5,774.63
0130519	Vital Link Orange County	5,675.80
0130233	Office Depot	5,493.53
0130733	SMS Systems Maintenance Services Inc	5,437.44
0130687	OCE' Financial Services Inc	5,419.84
0129483	SVM, LP	5,418.95
0129576	Long Beach Marine Institute	5,200.00
0130443	Business Properties	5,192.68
0130143	Verizon California	5,187.81
0130457	Digital Networks Group Inc	5,170.91
0130199	Follett Higher Education Group Inc #1094	5,128.05
0129698	Postmaster	5,046.00
0130511	Townsend Public Affairs Inc	5,000.00
0130104	Office Depot	4,977.62
0129506	Vital Link Orange County	4,800.00
0130694	Oxford University Press	4,775.95
0129606	Sehi Computer Products Inc	4,709.03
0130218	LiNKS Sign Language & Interpreting Services	4,692.50
0129714	StreamingMedia Hosting	4,619.40
0130582	CR & R	4,600.98
0130374	The Gas Company	4,591.20
0130313	AT&T	4,525.90
0130118	SIGMAnet Inc	4,514.40
0129461	Wendy Rakochy	4,500.00
0130372	SunGard Higher Education Inc	4,500.00
0130523	Working Wardrobes	4,500.00
0130642	Harry Hughes	4,500.00
0129689	North OC Comm College District	4,483.00
0130623	Guardian Edge	4,462.50
0129579	Medical Arts Press	4,416.34
0130196	DNC P&R at Asilomar	4,351.08
0130375	The Gas Company	4,335.87
0129646	Camel Financial Inc	4,070.30
0130269	Western Graphics Plus	4,061.11
0130336	Reading Hersh	4,000.00
0130339	Gregory Hytopoulos	4,000.00
0130344	Lauren Kilbride	4,000.00

0130668	Mandate Resource Services LLC	4,000.00
0129526	Care Resources Inc	3,963.50
0129623	Western Graphics Plus	3,858.87
0130267	VMI Inc	3,833.44
0130482	OCE'	3,803.25
0129729	Vital Link Orange County	3,800.00
0130073	Haselrig Jr, Bernard R	3,785.00
0130116	Sasco	3,695.00
0129667	Herff Jones - Diploma Division	3,640.95
0130090	Carol Lerman	3,500.00
0130396	Xerox Corp	3,399.70
0130314	AT&T	3,362.45
0130125	State Board of Equalization	3,360.00
0129567	HB Union High School District	3,331.75
0130255	SMH Colocation	3,319.20
0130352	OCC Ancillary#1000-247500-8070	3,300.00
0130707	Premium Financial Services	3,300.00
0130504	Southern Calif Edison Co	3,266.87
0130270	Wolfram Research Inc	3,248.00
0130736	Southern Counties Oil Co	3,239.04
0130122	Southern Counties Oil Co	3,235.62
0129561	Gerke Consulting & Development LLC	3,208.75
0129621	Verizon Wireless	3,192.12
0130357	Pasco Scientific	3,166.79
0129505	Vicenti Lloyd & Stutzman	3,150.00
0129478	Southern Counties Oil Co	3,116.01
0130320	CENIC	3,115.14
0130044	Certified Transportation Serv	3,114.21
0130329	Follett Higher Education Group Inc #1094	3,066.15
0129419	Jim's Music Center	3,003.40
0129504	VIASINC	3,000.00
0130455	Cross Talk Institute	3,000.00
0130679	Neo Networking Inc	3,000.00
0130102	OCC Ancillary 1000-247500-5120	2,914.00
0130129	T & L Printing Inc	2,827.50
0130463	Elsevier	2,813.69
0130459	Dr McNatty & Assoc	2,800.00
0130728	Slater Ave II Limited Partnership	2,766.19
0130750	Union Bank of California	2,756.43
0129546	Blick Art Materials	2,749.20
0130163	CCCD Workers Comp Trust Fund	2,732.11
0130444	Cal-Wal Gypsum Supply	2,724.26
0129615	Turning Technologies LLC	2,688.81
0129688	Norm's Refrigeration & Ice Equip	2,589.00
0130414	Concrete Creations Coatings Inc	2,535.00
0130322	CR & R	2,514.42
0129459	Tracey Quach	2,500.00
0129520	Accent Reconstruction II	2,500.00
0129726	Universal Placement Program	2,500.00
0130206	HB Union High School District	2,500.00
0130486	Stephanie Phonsiri	2,500.00
0130144	Verizon Wireless	2,465.11
0130130	Tacos & Co	2,424.37
0129392	Community College League of Calif	2,391.00
0130648	Jeffrey Isbell	2,150.00

0130361	Power Plus Utility Services	2,098.22
0130603	Evisions Inc	2,080.00
0130377	Time Warner Cable	2,070.00
0129720	Time Warner Cable	2,050.00
0129605	Satellite Engineering Group Inc	2,045.01
0129388	Cerritos Franchise Inc	2,000.00
0129713	State Center CCD - EMCN	2,000.00
0130194	Creative Resources Inc	2,000.00
0130195	Lesley Danziger	2,000.00
0129550	Coastline Equipment	1,998.03
0130231	OCC Food Services	1,969.19
0130176	Aguinaga Green Inc	1,950.98
0130040	Business Office Solutions	1,940.10
0129718	SVM, LP	1,922.95
0129507	Ware Group	1,920.00
0129367	Aardvark Clay Supply	1,888.88
0130758	Walters Wholesale Electric Co	1,877.80
0129428	E Meneses	1,846.57
0129407	HB Union High School District	1,839.01
0129473	Sehi Computer Products Inc	1,825.30
0129397	Shalamon Duke	1,803.42
0129584	Nextel Communications	1,784.28
0129479	SPSS Inc	1,759.77
0129624	Susan Wilcox	1,750.00
0130395	Susan Wilcox	1,750.00
0130559	Barnes & Noble Inc	1,749.61
0130769	Xerox Corp	1,739.41
0130432	Apple Computer Inc	1,656.42
0130547	Apple Computer Inc	1,656.42
0130542	Amsterdam Printing & Litho	1,631.01
0130591	Dove Professional Apparel Inc	1,629.04
0130418	CCCD Workers Comp Trust Fund	1,620.00
0130394	Western Graphics Plus	1,599.35
0130501	Sehi Computer Products Inc	1,592.78
0130321	Coastal Press Inc	1,586.66
0130388	Walters Wholesale Electric Co	1,575.65
0130439	B & P Services Inc	1,570.00
0130759	Waxie Sanitary Supply	1,567.39
0129569	Steven Hogue	1,559.25
0129553	Dell Higher Education	1,554.24
0130295	Coastal Communities Hospital	1,551.50
0130756	Vietnamese Community of OC	1,539.00
0130477	Cyndee Montgomery	1,504.15
0130713	Raven Bros Auto Painting	1,503.89
0130513	truWest Inc	1,500.76
0129586	OCC VSA #1050-245000-2193	1,500.00
0130193	Creative Resources Inc	1,500.00
0130521	Susan Wilcox	1,500.00
0130192	Corporate Express	1,465.82
0129941	Chester Platt	1,446.00
0130611	Galls Inc	1,443.29
0130545	Angelus Pacific Co	1,417.23
0130216	Key Equipment Finance	1,412.92
0129591	Barry Perrou	1,389.90
0130051	Declues, Burkett & Thompson, LLP	1,385.23

0130697	Partners Data Systems Inc	1,378.00
0130412	Amtek Construction	1,360.50
0129564	Grainger	1,359.38
0129724	Unisource Worldwide Inc	1,351.54
0130156	Xerox Corp	1,350.80
0130686	OCC Food Services	1,333.72
0130515	Ultimate Gifts	1,325.54
0129489	The Gas Company	1,308.11
0129708	Sehi Computer Products Inc	1,286.13
0130271	Xerox Corp	1,282.08
0130462	Edwards Service	1,277.00
0129701	Quinn Power Systems	1,273.20
0130258	SVM, LP	1,268.95
0130520	Western Highway	1,259.26
0129581	Mission Printing Co	1,254.98
0130151	Manoj Wickremesinghe	1,250.00
0129588	Office Depot	1,228.88
0130378	Titlewave Video Subtitling Service	1,225.00
0130254	Shell Oil	1,221.26
0129484	T-Mobile	1,209.02
0130203	Grainger	1,205.91
0129565	GWC Community Services	1,200.00
0130207	Heartwipe	1,200.00
0130319	Matthew Carlton	1,200.00
0130625	GWC Food Services	1,183.75
0130022	Apple Computer Inc	1,173.31
0130253	Sehi Computer Products Inc	1,167.82
0129376	Sandra Basabe	1,152.78
0129685	More Medical Group	1,148.63
0129482	Cheryl Stewart	1,143.46
0129420	Johnstone Supply	1,136.52
0129396	Shirley Donnelly	1,134.72
0130730	Smith Pipe & Supply Inc	1,133.53
0130691	Orange Coast Auto Repair	1,119.70
0129379	Melissa Berta	1,100.00
0129432	Joy Myers	1,100.00
0129438	Tarin Olson	1,100.00
0129444	Kenneth Parker	1,100.00
0129470	Robert Schneiderman	1,100.00
0129510	Stephanie Wells	1,100.00
0130047	Community College Facility Coalition	1,100.00
0130232	OCTA	1,100.00
0130367	Sign-Mart	1,092.88
0129585	OC Wholesale Flowers	1,088.31
0130293	Tri-Citi Electric Inc	1,086.00
0130093	Masimo Americas Inc	1,083.09
0129664	GWC Food Services	1,077.50
0129481	Frederick Steadry	1,068.95
0130474	Maria Mai	1,060.40
0129508	Waxie Sanitary Supply	1,049.26
0129503	Verizon Wireless	1,041.94
0129559	Fry's Electronics	1,032.91
0130335	Hasler Financial Services LLC	1,029.52
0130535	Alan's Lawnmower & Garden Ctr Inc	1,028.87
0129404	Graybar Electric	1,023.89

0130139	United Direct Marketing Inc	1,022.50
0129491	David Thompson	1,017.56
0130370	Stater Brothers	1,014.88
0129464	Malinni Roeun	1,000.00
0130619	Giordano, Trudie	1,000.00
0130745	The Bank of New York Mellon	1,000.00
0129417	Nicolette Jackson	998.96
0130518	Visucate	995.49
0130219	Mariposa Women & Family Center	986.00
0130076	Hoover Printing & Lithography Inc	983.10
0130529	Acoustical Material Services	974.58
0129486	Stephen Tamanaha	969.00
0130640	Walter Howald	967.41
0130785	MTGL	961.60
0130678	NCS Pearson Inc	957.85
0129592	Pocket Nurse	955.90
0129511	Wieser Educational	953.53
0129703	Saddleback Golf Cars	948.52
0130365	Sehi Computer Products Inc	944.87
0130071	Graybar Electric	925.41
0130592	Dr Sam Valiani	925.00
0130738	State of Calif/Military Dept (JFTB)	925.00
0129393	Crystal Crane	921.05
0130148	Maryann Watson	915.00
0129386	Jerry Castillo	913.10
0130078	Image Printing Solutions	910.24
0129514	Ann Wynne	909.63
0130430	AmericasPrinter.com	909.15
0129446	Barry Perrou	900.00
0130703	Pool Supply of Orange Co Inc	896.79
0130101	OC Wholesale Flowers	895.90
0130248	Real Goods Solar Living Institute	895.00
0130722	Saddleback Materials Co Inc	884.90
0129398	Fisher Scientific	878.91
0130318	Calif Tool Welding Supply	868.67
0130213	Island Color Inc	854.12
0130364	Seaside Catering Co	853.69
0130622	Graybar Electric	853.05
0130024	Eduardo Arismendi-Pardi	851.70
0130246	Real Goods Solar Living Institute	850.00
0130247	Real Goods Solar Living Institute	850.00
0130466	Goodwill Industries of OC	850.00
0129642	B Rich Realty	846.00
0130309	AT&T	842.46
0129715	StreetWise Networks LLC	838.00
0130183	Ayres Hotel & Suites	836.40
0129578	Mariposa Women & Family Center	816.00
0129521	Besam Entrance Solutions	815.43
0129699	Powertron Battery Co	805.26
0129374	Diane Balding	800.00
0130080	Jobelephant.com Inc	800.00
0130086	Allen Kim	800.00
0130595	Darrell Ebert	800.00
0130109	Paton Group	798.21
0130609	Fry's Electronics	796.95

0130074	Hewlett Packard	795.41
0130635	Hewlett Packard	795.41
0130153	Women Helping Women	790.00
0130389	Waxie Sanitary Supply	788.11
0130238	Port Mesa Happy Child Preschool	780.00
0129566	H&E Equipment Services Inc	778.07
0130226	NAFSA/Assn of Int'l Educators	774.00
0129436	OCC Food Services	770.01
0129810	Emergency Medicine Spec EMSOC	769.00
0129919	Newport Urgent Care	761.00
0130653	Jami Josifek	760.69
0130702	Pocket Nurse	756.80
0130714	Raxco Software	755.79
0129614	Times Community News %Los Angeles Times	749.99
0130256	Southern Calif Edison Co	745.93
0130425	Aberdeen Captioning Inc	740.00
0130263	The Gas Company	736.83
0130676	Mutual Liquid Gas & Equipment	734.87
0130456	Dept of Justice	723.00
0129500	US Bank	720.18
0129628	Xpedx Paper & Graphics	718.08
0130209	Home Depot	716.16
0130185	Blackboard Inc	715.00
0129492	Three Stars Portable Toilets	710.00
0130211	Iron Mountain	709.96
0130639	Mary Hornbuckle	704.90
0130628	Karen Harelson	702.90
0129401	Patrick Frohn	700.00
0129488	Karen Thayer	700.00
0130064	Susan Elizalde-Holler	700.00
0130634	John Hesketh	700.00
0130331	Galls Inc	698.87
0130234	Maria Onofre	689.90
0130272	Xerox Corp	689.66
0130229	OC Fire Protection	685.00
0130056	Kevin Donahue	680.84
0130225	NAFSA/Assn of Int'l Educators	680.00
0130476	Minuteman Plumbing	678.50
0129918	Martin Newitz	674.80
0129433	Melinda Nish	672.88
0130341	Irvine Pipe & Supply	671.65
0129371	Cheryl Babler	667.29
0130481	OC Wholesale Flowers	657.94
0130431	Angelus Pacific Co	652.50
0130445	Calif Tool Welding Supply	652.36
0129380	Amanda Best	645.00
0129611	SPSS Inc	642.95
0129424	Richard Kudlik	641.96
0129690	OCC Food Services	641.45
0130138	Truc Par Co	640.08
0130637	Home Depot	638.49
0129516	Tracy Young	638.01
0130767	Wright, Stan	636.90
0129475	Sims-Orange Welding Supply Inc	635.33
0130020	AMC Inc	630.00

0130540	AMC, DBA Star Real Estate	630.00
0129732	West Coast Ultrasound Institute	625.00
0130060	Jane Duncan	621.47
0130471	Kelly Paper	618.72
0130325	Daniels Tire Service	618.57
0130577	Computerland of Silicon Valley	615.56
0130049	Marion Daniel	615.19
0130123	Caroline Spoja	615.19
0130340	Interstate Batteries of Calif	613.85
0130499	SC Sign & Supply LLC	612.26
0130348	Selene McKenzie	609.00
0130316	Beyer, Danielle	608.00
0130746	Thomson West	605.07
0130475	McGraw-Hill Companies	604.82
0129477	Southern Counties Lubricants LLC	601.28
0130301	Assn of Comm College Trustees	600.00
0130302	Assn of Comm College Trustees	600.00
0130303	Assn of Comm College Trustees	600.00
0130705	Prado Olympic Shooting Park	600.00
0130323	CR & R	599.55
0130530	Adorno, Yoss, Alvarado & Smith	598.50
0130565	Boys and Girls Club of Huntington Valley	594.00
0130273	Yale Chase Materials Handling Inc	593.01
0130534	Darian Aistrich	592.80
0130650	Jenkins, Dan	586.12
0129573	Kawashima Photography	584.53
0130332	Ganahl Lumber Co	584.15
0129602	Rhino Electric Supply	583.93
0130347	Main Electric Supply Co	580.05
0129460	Victor Quiros	578.60
0130656	Key Equipment Finance	578.55
0129790	Susanna Denton	578.40
0129965	Armando Ruiz	578.40
0130188	Camel Financial Inc	575.70
0130569	Camel Financial Inc	575.70
0129662	Golden Trophy & Awards	564.79
0130066	Rodney Foster	562.44
0129691	OCC Petty Cash	559.73
0129411	Home Depot	558.41
0129640	Artiga, Jose	557.10
0130033	Evelyn Bell	555.85
0130067	Laurel Francis	555.74
0130296	Aardvark Clay Supply	552.49
0129425	Love at First Bite Co	552.02
0130021	Amsterdam Printing & Litho	536.89
0130532	Isaiah Aguirre	533.20
0130075	Home Depot	531.96
0129413	Darren Hostetter	530.00
0129410	Eva Hodjera	529.60
0130230	OC Wholesale Flowers	526.63
0130304	Assn of Comm College Trustees	525.00
0129512	Michelle Wild	524.90
0130755	Verizon Wireless	523.39
0129589	Parallax Inc	523.05
0129571	Hoover Printing & Lithography Inc	519.83

0130563	Nancy Boyer	516.80
0130106	OvisLink Tedh	514.55
0130259	SVM, LP	510.95
0130260	SVM, LP	510.95
0129709	Silver State Coach Inc	510.46
0129370	Jennifer Anderson	508.00
0130337	Home Depot	507.79
0130360	Pool Supply of Orange Co Inc	505.61
0130072	Raine Hambly	501.20
0129390	Cheryl Chapman	500.00
0129668	Hernadi, Michael	500.00
0130092	Janice Maran	500.00
0130553	Auto Glass Tech	498.43
0129686	MSC Industrial Supply	491.23
0130081	Gladys Kempe	490.49
0130200	Fry's Electronics	488.78
0130551	AT&T	487.00
0130751	Unisource Worldwide Inc	482.42
0129994	Nina Wallace	482.00
0130262	The Gas Company	481.90
0129652	City of Westminster	481.14
0130154	World-Wide Fire Inc	480.03
0130312	AT&T	479.26
0129378	Susan Berman	475.00
0130037	Joyce Bishop	475.00
0130172	Academic Senate	475.00
0130599	Catherine Egan	475.00
0129531	First Health	470.08
0130121	Southern Calif Edison Co	459.43
0130429	Amazon.com	456.46
0129391	CIWEA	454.93
0129449	Physician Sales & Service	454.45
0130265	Unifirst Corp	450.23
0130566	Buddy Group Inc	450.00
0130737	State of Calif/Military Dept (JFTB)	450.00
0130397	Xerox Corp	449.03
0129705	Ny Sayasy	448.21
0130493	R & L Medical Co	443.47
0130168	Vision Service Plan	443.00
0130480	Nextel Communications	441.10
0130682	Norm's Refrigeration & Ice Equip	439.06
0129381	Barbara Bond	436.50
0130483	Office Depot	434.26
0130597	Catherine Edmonson	434.25
0130052	Robert Dees	433.41
0130454	Corporate Express	428.69
0130621	Grady, Dennis	425.00
0129644	Broadhead Garrett	424.64
0130627	Hardy Diagnostics	422.11
0130355	Our Daily Bread	422.10
0130146	Wards Natural Science	420.87
0130036	Bet Tzedek Legal Services	420.00
0130127	Kathleen Surgenor	417.79
0130438	AT&T	414.36
0130083	William Kerwin	413.41

0130742	Steris Corp	413.25
0130202	Govconnection Inc	412.71
0129414	Infinity Designs	407.81
0130654	Anna Katsuki	402.05
0130617	Gerard, Roger	401.29
0129502	Verizon Wireless	400.92
0129692	OCC Psi Beta	400.00
0130061	Lorie Eber	400.00
0130564	Boys and Girls Club of Huntington Valley	400.00
0130327	Fastsigns	396.29
0130353	OCLC Inc	391.89
0129405	Sheila Grossman	390.51
0130538	Allen Tire Company	389.13
0130338	Hub Auto Supply	387.90
0129808	Ann Egan	385.60
0129490	The Gas Company	381.86
0129620	Verizon Wireless	380.45
0130766	World-Wide Fire Inc	379.80
0129716	Soronit Suos	379.62
0130222	Mesa Consolidated Water Dist	379.50
0130333	Graybar Electric	376.91
0130085	Christopher Ketcham	375.00
0129722	Troxell Communication Inc	374.97
0130620	Gopher	369.98
0130541	Amico Scientific Corp	366.22
0130435	AT&T	363.58
0130720	Rupe, Carol	361.76
0130495	S & S Worldwide	357.62
0130754	Verizon California	357.26
0129920	Newport Urgent Care	355.00
0130661	Lancot, Lisa	354.04
0130038	Barbara Bond	352.96
0130059	Stephanie Dumont	352.00
0130294	Acute Care Medical-Coastal	351.00
0129622	Walson Communications	350.75
0129452	Sherana Polk	350.00
0130171	Academic Senate	350.00
0130173	Academic Senate	350.00
0130174	Academic Senate	350.00
0130473	Macias Gini & O'Connell LLP	350.00
0130562	Bob's Shade & Linoleum	350.00
0130436	AT&T	349.54
0130494	R & S Floor Covering	347.00
0130437	AT&T	345.66
0129570	Home Depot	344.35
0130035	Melissa Berta	344.02
0130134	The Shredders	343.00
0130110	Pitman Co	341.81
0129399	Hilda Friend	341.20
0130596	ECS Refining	336.60
0130424	AA Equipment	334.65
0129730	VWR International Inc	329.95
0130537	Kimberly Allen	327.97
0130478	Mr B's Lawnmower & Saw Shop	327.48
0129455	Pro Photo Connection	326.94

0130055	Digital Networks Group Inc	326.31
0130082	William Kerwin	325.48
0129416	Island Florals	325.06
0130601	Electronic Technologies Corp	325.00
0130120	Smart & Final	323.21
0129574	Kelly Paper	318.35
0130019	A-Z Bus Sales	315.75
0130570	Caston Office Solutions	314.76
0129373	Baker Rentals & Sales Inc	314.75
0130715	Refrigeration Supplies Distrib	312.32
0130461	Dunn Edwards	312.11
0130095	Mr B's Lawnmower & Saw Shop	306.36
0130149	Waxie Sanitary Supply	305.53
0129453	Portacraft Inc	304.50
0130097	Neopost Inc	304.50
0130638	Horizon	304.12
0130517	Verizon California	301.51
0129389	Thomas Chambers	300.00
0129439	Omniture Inc	300.00
0129509	Rex Wegter	300.00
0129593	Prado Olympic Shooting Park	300.00
0130091	Benjamin Lohman	300.00
0130205	Kimberly Guinn	300.00
0130363	Ransom, Judy L.	300.00
0130484	Oh, Seungeun	300.00
0130585	CW Dixon Associates Inc	300.00
0130680	Nghiem, Kevin	300.00
0129462	Rio Grande	299.08
0129537	AT&T	298.81
0129577	Los Alamitos Unif School Dist	297.50
0130057	Corine Doughty	295.20
0130315	Beaird, Helen	295.01
0129654	Costco	294.04
0130479	Neopost Inc	293.63
0130450	Cintas First Aid & Safety	291.57
0129742	Patricia Adams	289.20
0129743	Jack Anderson	289.20
0129744	Robert Angus	289.20
0129745	David Anthony	289.20
0129746	Dean Anthony	289.20
0129747	Joann Anthony	289.20
0129748	Mary Arnerich	289.20
0129749	Juliet Atkins	289.20
0129750	Stephen Axelrad	289.20
0129751	James Baugh	289.20
0129752	Jane Bennett	289.20
0129754	Ronald Berggren	289.20
0129755	Phillip Bernard	289.20
0129756	Dean Bosse	289.20
0129757	Mary Bosse	289.20
0129758	Susan Brown	289.20
0129759	Kristina Bruning	289.20
0129760	John Buckley	289.20
0129761	Theresa Buckley	289.20
0129762	Richard Budna	289.20

0129763	Susan Budna	289.20
0129764	Dennis Butler	289.20
0129765	Geraldine Cahill-Pickart	289.20
0129766	Jay Callaway	289.20
0129767	Patricia Callaway	289.20
0129769	Elvin Campbell	289.20
0129770	Kenneth Carter	289.20
0129771	Minette Carter	289.20
0129772	Bruce Cary	289.20
0129774	Kevin Chard	289.20
0129775	Ellen Church	289.20
0129776	James Church	289.20
0129779	Susan Coleman	289.20
0129780	Phyllis Cool	289.20
0129781	Gordon Dahnke	289.20
0129782	Lois Dalia Riva	289.20
0129783	Roger Davis	289.20
0129784	Edward Decker	289.20
0129785	Karen Decker	289.20
0129786	Sanford Decker	289.20
0129787	Dale Deffner	289.20
0129788	Carolyn Dennison	289.20
0129789	Bob Denton	289.20
0129791	Judith Devries	289.20
0129792	Barbara Dilworth	289.20
0129793	Sandra Dollente	289.20
0129794	Paul Donaldson	289.20
0129795	Sharon Donoff	289.20
0129796	Barrie Dorfman	289.20
0129797	Marilyn Dorfman	289.20
0129798	Suzanne Droney	289.20
0129799	Joan Duffy	289.20
0129800	Cynthia Dye	289.20
0129801	Stephen Dye	289.20
0129802	Judith Eastman	289.20
0129803	Stuart Eastman	289.20
0129804	Arlene Eckstein	289.20
0129805	Fred Eckstein	289.20
0129809	Robert Egan	289.20
0129811	Nancy English	289.20
0129812	Diane Ewing	289.20
0129813	Donna Falke	289.20
0129814	Robert Ferman	289.20
0129815	John Ferzacca	289.20
0129816	James Finnegan	289.20
0129817	Gordon Fitzel	289.20
0129818	Thomas Folga	289.20
0129819	Edward Fratantaro	289.20
0129820	Donald Friedman	289.20
0129821	Joel Fruehan	289.20
0129822	Charles Funsch	289.20
0129823	Sandra Funsch	289.20
0129824	Carol Garner	289.20
0129825	Lance Gilbertson	289.20
0129826	Nancy Gilbertson	289.20

0129827	Arne Gjertsen	289.20
0129828	Guy Glassford	289.20
0129829	Maureen Goldman	289.20
0129830	Michael Goldman	289.20
0129831	David Goshert	289.20
0129832	Carol Grams	289.20
0129833	David Gray	289.20
0129834	Patricia Griggs	289.20
0129835	Frances Grigsby	289.20
0129836	Donald Grow	289.20
0129837	Carol Guzzetti	289.20
0129838	Elizabeth Hadjis	289.20
0129839	John Hadjis	289.20
0129840	Karen Halverson	289.20
0129841	Marvyn Halverson	289.20
0129842	Kenneth Hamdorf	289.20
0129843	Marilynn Hamdorf	289.20
0129844	Kathleen Hancock	289.20
0129845	Robert Hancock	289.20
0129846	Claudine Hastings	289.20
0129847	James Hastings	289.20
0129848	Stephanie Hayward	289.20
0129849	Julie Hearlson	289.20
0129850	Lynn Hermstad	289.20
0129851	Tom Hermstad	289.20
0129852	Jane Hilgendorf	289.20
0129853	Truyen Ho	289.20
0129854	Lou Hobbs	289.20
0129855	Denise Hogate	289.20
0129856	Arthur Hokanson	289.20
0129858	Carol Holben	289.20
0129859	Beth Hooper	289.20
0129860	Sylvia Impert	289.20
0129861	Hedy Ito	289.20
0129862	Marji James	289.20
0129865	Francis Jessoe	289.20
0129866	David Johns	289.20
0129867	Robert Johnson	289.20
0129868	Angelina Jones	289.20
0129869	Babette Kelly	289.20
0129870	James Kelly	289.20
0129871	Joyce Kimball	289.20
0129872	Robert Kimball	289.20
0129873	Gloria Kinnevey	289.20
0129874	Donald Kocher	289.20
0129875	Judy Kocher	289.20
0129876	Ruth Kramer	289.20
0129877	Edward Lambing	289.20
0129878	Nancy Lambing	289.20
0129879	Margaret Langhans	289.20
0129880	Lawrence Le Brane	289.20
0129881	June Leloup	289.20
0129882	Ralph Lewis	289.20
0129883	Richard Linder	289.20
0129884	Susan Linder	289.20

0129885	Yvonne Little	289.20
0129886	James Long	289.20
0129887	Suzanne Long	289.20
0129888	Nettie Ann Loranger	289.20
0129889	Sally Lund	289.20
0129890	Charles Lussy	289.20
0129891	Mary Lussy	289.20
0129892	Sandra Lutz	289.20
0129893	Patricia Mac Kenzie	289.20
0129894	Lorna Mack	289.20
0129895	Neil Mackenzie	289.20
0129896	Dick Marsh	289.20
0129897	Tara Maul	289.20
0129898	James Mazur	289.20
0129899	James Mazur	289.20
0129900	Sally Mazur	289.20
0129901	Maryann Mc Manus	289.20
0129902	Richard McCollom	289.20
0129903	Jane Megorden	289.20
0129904	Phillip Miller	289.20
0129905	Charles Mitchell	289.20
0129906	Francisco Montero	289.20
0129907	Isabel Montero	289.20
0129908	Elaine Mullen-Barrett	289.20
0129909	Rolland Murray	289.20
0129910	Sharon Murray	289.20
0129911	Julie Myers	289.20
0129912	Mary Nash	289.20
0129913	Judith Neal	289.20
0129914	Charlanne Nee	289.20
0129915	Paul Nee	289.20
0129916	Barbara Newbern	289.20
0129917	Harold Newbern	289.20
0129921	Polly Norwood	289.20
0129922	Donna O'Neal	289.20
0129923	Michael Olds	289.20
0129924	Connie Olson	289.20
0129925	Judith Olson	289.20
0129926	Donald Onishi	289.20
0129927	Michael Ortell	289.20
0129928	Kenneth Ortiz	289.20
0129929	Harriet Ouellette	289.20
0129930	Alan Paladino	289.20
0129931	John Parker	289.20
0129932	Lucille Pascoe	289.20
0129933	Tony Pascoe	289.20
0129934	Willard Patterson	289.20
0129935	Jill Pearson	289.20
0129936	Jack Peconic	289.20
0129937	Beth Peer	289.20
0129938	William Peer	289.20
0129939	Gail Pickart	289.20
0129940	Terrance Pietenpol	289.20
0129942	Frances Power	289.20
0129943	Richard Power	289.20

0129944	Marino Presutti	289.20
0129945	Delmar Price	289.20
0129946	Loyann Price	289.20
0129947	Leslie Purdy	289.20
0129948	Johannes Rasmussen	289.20
0129949	Sharon Ratliffe	289.20
0129950	George Reese	289.20
0129951	Guenter Rehm	289.20
0129952	Paula Rice	289.20
0129953	Robert Ricewasser	289.20
0129954	Glenda Riddick	289.20
0129955	Philip Riddick	289.20
0129956	Edith Rietstra	289.20
0129957	Carl Roberson	289.20
0129958	Paul Robinson	289.20
0129959	Shirley Robinson	289.20
0129960	Joel Rosenfeld	289.20
0129961	Barbara Ross	289.20
0129962	Ronald Ross	289.20
0129963	Willard Roundy	289.20
0129964	Donald Rueter	289.20
0129968	Susan Ryder	289.20
0129969	Robert Sands	289.20
0129970	Patricia Scarfone	289.20
0129971	John Schaefer	289.20
0129972	Karen Shanley	289.20
0129973	Michael Shanley	289.20
0129974	Katherine Simon	289.20
0129975	Richard Simon	289.20
0129976	Charles Smith	289.20
0129977	Douglas Smith	289.20
0129978	Sandra Smith	289.20
0129980	Carol Stevens	289.20
0129981	Mark Stevens	289.20
0129982	Sandra Sukhov	289.20
0129983	Vladimir Sukhov	289.20
0129984	Marcia Swanson	289.20
0129985	Thomas Swanson	289.20
0129986	H Taussig	289.20
0129987	Dagny Tennyson	289.20
0129989	Jane Threadgold	289.20
0129990	Thomas Timmons	289.20
0129991	Peter Vander Haeghen	289.20
0129992	Barry Wallace	289.20
0129993	Jolene Wallace	289.20
0129995	Kathleen Waterman	289.20
0129996	Norman Waterman	289.20
0129997	Judith Webb	289.20
0129998	Evelyn Weiss	289.20
0129999	Deven Werthman	289.20
0130000	Donna Westerman	289.20
0130001	Lynn Whitmore	289.20
0130002	Ilse Wilke	289.20
0130003	W.L.A. Wilke	289.20
0130004	Donna Williams	289.20

0130005	Lawrence Williams	289.20
0130006	Norma Willis	289.20
0130007	Darlene Windisch	289.20
0130008	Stanley Winter	289.20
0130010	Sharon Wolfe	289.20
0130011	Wayne Wolfe	289.20
0130012	Eimei Wong	289.20
0130013	Eugene Wood	289.20
0130014	William Workman	289.20
0130015	Betty Yang	289.20
0130016	Ronald Yates	289.20
0130017	Kathleen Yoder	289.20
0130018	Robert Yoder	289.20
0130555	B & H Photo-Video	287.75
0130379	Travel Store Inc	286.21
0129495	Angelyn Tran	286.20
0129497	Tri-Best Visual Display Products	284.46
0130197	EZ-UP Factory Outlet	284.04
0130498	Safety 1st Pest Control Inc	283.50
0130522	Wolfram Research Inc	282.46
0129675	Kelly Paper	280.95
0130087	Konica Minolta Business Solutions USA Inc	279.90
0130112	Debra Raskin	279.84
0129466	Michelle Sambrano	279.20
0129487	Stephen Tamanaha	275.20
0129476	So Cal Commercial Printing	273.50
0130762	Westerskov, Victoria	272.48
0129441	Our Daily Bread	272.29
0130354	Office Depot	271.49
0129533	Andtech Corporation	271.02
0129368	Aircraft Spruce & Specialty Co	268.92
0129384	Business Office Solutions	268.29
0129493	Joy Torres	266.00
0129513	Frank Woodard	266.00
0130043	CCC Petty Cash	265.17
0130108	Kimberly Pascoe	262.88
0130452	Comprehensive Control Systems	262.36
0129426	Earnest Marchbank	261.20
0130672	Montgomery Hardware Co	260.33
0129434	OC Fire Protection	260.00
0130039	Paula Brady	258.34
0130215	Kelly Paper	255.43
0130027	B & P Services Inc	255.00
0130536	Alexander, Patricia	255.00
0129661	Giordano, Trudie	250.00
0130098	Nguyen, Bich-Son	250.00
0130604	Fair Housing Council of OC	250.00
0130675	MT Walker Co	250.00
0130681	Nguyen, Loc	250.00
0130381	Turf Tire Distributors	249.04
0129669	Home Depot	247.73
0130237	Performance Envelope	246.90
0129468	Sargent-Welch	246.75
0130613	Ganahl Lumber Co	246.36
0130574	Berlynn Ching	245.85

0129719	Thompson, Michelle D.	243.66
0130042	Caston Office Solutions	240.08
0129562	Gopher	240.00
0129681	Medical Processor Services	240.00
0129402	Fry's Electronics	239.16
0130502	Shinoda Design Center Inc	238.44
0129499	Turf Tire Distributors	238.16
0130368	Smith Pipe & Supply Inc	237.34
0129409	Marcela Hernandez	237.00
0130706	Premier Office Services Co	236.71
0129680	MCM	232.41
0130685	OC Wholesale Flowers	232.18
0129415	Iron Mountain Records Mgmt	232.00
0129555	Eureka Calif Career Info Sys	231.84
0129545	Besam Entrance Solutions	228.32
0130317	Brown, Shirley J	227.81
0130124	SPX Corp	227.64
0129613	Sterling Art	226.12
0130235	Pacific Blue Micro	225.00
0129447	Pharmedix	224.58
0129469	Judy Schindelbeck	223.80
0130663	Lee, Carol E.	223.06
0129617	Verizon Wireless	222.20
0130465	FAES Inc	221.56
0129625	Women Helping Women	220.00
0130470	Iron Mountain	219.30
0129572	JW Pepper & Son Inc	217.58
0130053	Dell Higher Education	216.93
0130616	Garden Grove Unified Schools	216.22
0130770	Yosemite Water	216.00
0130660	Lakin Tire West Inc	215.28
0130068	FRS Environmental	214.50
0130488	Prince Enterprises Inc	214.00
0129619	Verizon Wireless	213.77
0130669	Mesa Golf Carts	213.15
0130772	Zayac, Dennis	211.38
0130221	Medical Arts Press	210.92
0129674	Anna Katsuki	210.65
0130136	Tran, Jessica	210.00
0129522	Dept of General Services	209.18
0130539	Allen, Prudence E	208.53
0129663	Denia Guillen	208.11
0129543	Banc of America Leasing	206.65
0130667	Main Electric Supply Co	205.76
0130062	Lorie Eber	205.00
0130497	Saddleback Valley USD	204.46
0130135	Thomson West	204.19
0130137	Martha Tran-Nguyen	203.86
0130568	Byrne, Marilyn Dow	201.62
0129394	Joan Deniken	200.00
0130113	Michael Reynolds	200.00
0130115	Daniel Sapp	200.00
0130190	CLIA Laboratory Program	200.00
0130220	Martinez, Rocio F	200.00
0130516	United Parcel Service	200.00

0130560	Laura Behr	200.00
0130752	Venters, Collette	200.00
0129638	Accurate Termite & Pest Control	199.00
0130111	Raneco	197.99
0130384	US Government Printing Office	197.93
0130094	Steven Mihatov	197.04
0130077	IDD/Alta Dena	193.20
0130747	Angelyn Tran	192.98
0129753	Gail Berggren	192.80
0129768	Darline Calvert	192.80
0129857	Judy Hokanson	192.80
0129966	Christine Russell	192.80
0129967	David Russell	192.80
0129979	Mary Stenton	192.80
0130009	Joyce Wofford	192.80
0130629	Rumi Hashimoto	192.50
0130390	Wells Supply Co	191.40
0129431	Melissa Moser	191.23
0129382	Broadcast Supply Worldwide	190.36
0129498	Turf Star Inc	189.33
0130328	Fisher Scientific	187.56
0130045	CMH Electronics	187.16
0130401	Stater Brothers	186.99
0129608	Signs Etc	184.88
0130400	Smart & Final	181.53
0130704	Portacraft Inc	180.76
0130641	Hub Auto Supply	180.39
0130201	Go With Jo Travel	180.10
0129501	Yvonne Valenzuela	180.00
0130175	Accurate Termite & Pest Control	180.00
0130467	GWC Student Health Center	180.00
0130683	Nova Color	179.55
0129731	Jocelyn Wang	178.17
0130310	AT&T	178.07
0130434	AT&T	178.07
0129568	Henry Schein Inc	178.02
0129653	Coastal Press Inc	177.27
0130446	David Cant	175.22
0129485	Marcia Takacs	175.00
0129445	Jerry Patterson	174.20
0129658	Fry's Electronics	173.91
0129423	Kelly Paper	173.09
0129375	Elizabeth Barton	171.68
0130674	MSC Industrial Supply	170.81
0129575	Lazar & Associates	170.00
0130264	The Gas Company	169.88
0130543	Anaheim Band Instruments Inc	168.78
0130533	Airgas West Inc	167.93
0130464	Eva's Esthetics	166.60
0129422	Rita Jones	162.50
0130157	Xerox Corp	161.12
0129412	Darren Hostetter	160.00
0130299	Apple Computer Inc	158.72
0130692	Oriental Trading Co Inc	158.31
0130500	Security Signal Devices	157.85

0129463	Robbins Table Tennis Specialties	157.80
0130671	Modern School Supplies Inc	156.84
0130657	Isabelle Krasney	154.86
0130147	Don Watson	154.56
0130658	Laerdal Medical Corp	153.53
0130358	Photo Researchers Inc	152.00
0129694	Oriental Trading Co Inc	151.86
0130382	Union 76	151.47
0129544	Bee Busters Inc	150.00
0130031	Laura Behr	150.00
0130289	Division of State Architect	150.00
0130290	Division of State Architect	150.00
0130291	Division of State Architect	150.00
0130292	Division of State Architect	150.00
0130371	Storage Place	150.00
0130441	Bee Busters Inc	150.00
0130612	Efren Galvan	150.00
0130208	Lorraine Henry	147.92
0130026	Susan Aube	146.10
0129695	Perez, Sara	146.00
0130249	Linda Rhines	145.65
0130079	Iron Mountain Records Mgmt	143.53
0130423	A to Z Wholesale Floral Supply Inc	143.01
0130659	Lakeshore Learning Materials	142.90
0130415	R Thompson Artworks	141.38
0130236	Pep Boys	141.25
0129558	Flaghouse Inc	140.84
0129641	Mary Avalos	140.50
0129395	Ruth Dills	140.00
0129603	Rutan & Tucker, LLP	140.00
0130089	Largent, Carol	140.00
0130084	William Kerwin	138.01
0129665	GWC Petty Cash	137.80
0130356	Allison Paine	136.86
0130765	Susan Wong	136.85
0129687	Binh Nguyen	136.37
0130427	Airgas West Inc	135.27
0130346	Janelle Leighton	132.00
0130528	Accrediting Commission-CJC	130.30
0130152	Michelle Wild	129.20
0129655	Demlinger, Allyson	129.00
0129650	Cintas First Aid & Safety	128.71
0130245	Public Economics Inc	126.26
0129494	Toshiba Business Solutions	125.97
0129626	Working Wardrobes	125.00
0130170	Academic Senate	125.00
0130212	Iron Mountain Records Mgmt	125.00
0130451	CIT Technology Fin Serv Inc	123.98
0130386	Verizon California	122.93
0130048	Critical Thinking Co	122.59
0130740	Stearns, Donna	120.99
0130350	NFPA Int'l	120.17
0130447	Caston Office Solutions	120.04
0129607	Shred-It	120.00
0130487	Premier Office Services Co	118.54

0130718	Lisa Roberts-Winger	118.44
0130748	Turf Star Inc	118.39
0130583	Crown Ace Hardware	117.43
0130145	Walters Wholesale Electric Co	116.18
0130655	Kelly Paper	113.75
0130514	Tustin Unified School District	113.36
0130712	Amy Rangel	113.30
0129684	Mile Square Golf Course	112.20
0130503	Siemens Water Technologies Corp	112.20
0129643	Walter Banoczi	112.16
0130631	Tracy Heffelman	110.80
0129385	Cameron Welding Supply	109.08
0129702	Ramani, Maria V	108.14
0130166	Memorial Prompt Care Medical Group	108.00
0130366	Siemens Building Technologies Inc	108.00
0130224	MSC Industrial Supply	107.61
0130343	Kelly Paper	107.14
0130041	Marta Cabral	106.10
0129773	CCCD Workers Comp Trust Fund	104.41
0130636	Karen Hinton	104.10
0130771	Zanic, Laura	103.25
0130458	Dish Network Chicago	102.46
0129448	Clyde Phillips	101.49
0129707	Sears	100.29
0129560	Garden Grove Chamber Commerce	100.00
0130032	Laura Behr	100.00
0130140	Varitek Inc	100.00
0130155	Donna Wright	100.00
0130527	A Splendid Touch Catering	100.00
0130544	Anderson, Donna	100.00
0130586	Dandridge, Bernice	100.00
0130594	Dunn, Cyndi	100.00
0130610	Fulgham, Roietta	100.00
0130646	Ingram-Cotton, Brenda	100.00
0130666	Linthicum, Steve	100.00
0130673	Moore, Kathy	100.00
0130693	Osgood, Joanne	100.00
0130696	Page, Patricia	100.00
0130741	Stedt, Jim	100.00
0130590	Anh Do	99.98
0130749	Turning Tide Productions	99.00
0130665	Lincoln, Yim	98.95
0130630	Haz Party Rentals	98.80
0130649	James, Susan	98.60
0130393	Western Exterminator Co	98.00
0130227	Nat'l Construction Rentals Inc	97.88
0130178	Alan's Lawnmower & Garden Ctr Inc	96.78
0130729	Smardan Supply Co- Orange Coast	96.52
0129777	Mona Coates	96.40
0129778	Lula Cobb	96.40
0129806	Andrew Edwards	96.40
0129807	Jean Edwards	96.40
0129863	Donald Jefferson	96.40
0129864	Martha Jefferson	96.40
0129988	Sally Thomas	96.40

0129421	Barbara Jean Jones	96.00
0130633	Marcela Hernandez	96.00
0130724	Secure Live Scan	96.00
0130141	Verizon California	95.86
0130402	Western Exterminator Co	94.50
0130768	Tina Xa	94.44
0129557	Fisher Scientific	94.01
0129610	South Coast Bobcat Inc	92.41
0130763	Alan Williams	92.40
0130030	Carol Barnes	92.00
0130131	Stephen Tamanaha	92.00
0130186	Calif Dept of Health Services	92.00
0130607	Joseph Filson	92.00
0130624	Denia Guillen	92.00
0129524	US Bank	90.60
0129458	Prudential Overall Supply Co	90.06
0130243	Prudential Overall Supply Co	90.06
0130709	Prudential Overall Supply Co	90.06
0130725	Security Signal Devices	89.85
0129728	USA Mobility Wireless Inc	89.82
0130550	AT&T	89.71
0130606	Federal Express Corp	89.49
0129649	Chacon, Valente	87.45
0129648	Carroll Promotions Inc	86.88
0130326	Eversoft	86.70
0130070	Steven Goetz	85.00
0130180	Assistance League of HB	85.00
0130181	Assistance League of HB	85.00
0130182	Assistance League of HB	85.00
0130392	Western Exterminator Co	85.00
0130546	Antimite Termite/Pest Control Inc	85.00
0130557	Linda Bagatourian	85.00
0130588	Ruth Dills	85.00
0129542	Baker Rentals & Sales Inc	83.00
0130184	Baker Rentals & Sales Inc	83.00
0129693	OCE Financial Services Inc	82.41
0130380	Truc Par Co	81.04
0129429	Ronald Miller	80.32
0129552	Corporate Express	80.15
0129442	Oxygen Service Co	80.05
0129721	Tran, Dung Chi	80.00
0130069	Galloway, Christine	80.00
0130548	Arnold, Margaret	80.00
0130119	Smardan Supply Co- Orange Coast	79.30
0129556	Federal Express Corp	79.12
0130608	Fisher Scientific	79.09
0130266	Berton Vite	77.29
0130662	Lapham-Jones, Debra	77.16
0130034	Douglas Benoit	77.00
0129660	Giordano, Trudie	76.00
0129678	Libertine, Lorena	76.00
0129612	SPX Corp	75.38
0129618	Verizon Wireless	75.15
0130578	Brian Conley	75.02
0130305	AT&T	75.01

0129369	Courtney Anderson	75.00
0129454	Eva Potts	75.00
0129671	JD Lock & Key	75.00
0129734	Working Wardrobes	75.00
0130575	City of Costa Mesa	75.00
0129554	Eberhard Equipment	74.60
0130496	Saddleback Golf Cars	74.50
0129696	Hai Pham	74.25
0129377	Battery Systems	73.91
0130028	Baker & Taylor	73.08
0130114	Sanderson, Dawn R.	72.00
0129549	Cintas First Aid & Safety	71.01
0130096	Mundo Corp	70.01
0130753	Verizon California	69.19
0129656	Eddings, Antoinette	68.95
0130268	VWR International Inc	68.56
0130731	Smith, Gary	68.00
0130647	Christina Irvin	66.06
0129727	USA Mobility Wireless Inc	66.05
0130651	Rita Jones	66.03
0130698	Diep Pham	66.00
0130716	Regal Awards	65.25
0130307	AT&T	64.76
0130228	OC Farm Supply	64.18
0129538	AT&T	63.18
0129639	Diana Agag-Maxwell	62.05
0129659	Ghanim, Sawsin	61.99
0130132	Karen Thayer	60.90
0130721	Loren Sachs	60.82
0130744	Striebel, Kathy	60.50
0130029	Linda Barker	60.00
0130050	Janice Davis	60.00
0130058	Teresa Duarte	60.00
0130107	Pamela Pacheco	60.00
0130169	AAWCC	60.00
0130580	Cook, Adam	60.00
0130589	Dizon, Diadema	60.00
0130764	Windsor, Patricia	60.00
0130298	Amazon.com	59.90
0130025	AT&T	59.03
0129456	Prudential Overall Supply Co	56.05
0129700	Prudential Overall Supply Co	56.05
0130362	Prudential Overall Supply Co	56.05
0130710	Prudential Overall Supply Co	56.05
0130664	Lewis, Linda	56.00
0129590	Pep Boys	54.81
0130512	Truc Par Co	54.58
0129683	Micro Center	54.36
0130179	Apple Computer Inc	54.32
0129403	Ganahl Lumber Co	54.28
0129677	Roberta Lever	53.29
0130602	Ellis, Jeanette	53.16
0129450	Pitney Bowes	52.68
0130761	Western Exterminator Co	52.50
0130581	Corporate Express	51.78

0130126	Stater Brothers	51.15
0129472	Seal's Health Care	50.50
0130723	Seal's Health Care	50.50
0130297	AAWCC	50.00
0130652	Rita Jones	50.00
0130732	Smog & Gas of Costa Mesa	50.00
0130760	Western Exterminator Co	50.00
0130387	VWR International Inc	48.70
0129733	Williams, Demetrius	48.00
0130088	Lapham-Jones, Debra	48.00
0130506	Stater Brothers	47.65
0129647	David Cant	47.63
0129594	Prudential Overall Supply Co	47.48
0130240	Prudential Overall Supply Co	47.48
0130489	Prudential Overall Supply Co	47.48
0130699	Pitman Co	47.21
0129666	Leslie Hargrove	47.01
0129609	Smarthome	46.96
0129480	Stater Brothers	46.94
0130300	Art Supply Warehouse	46.70
0130549	Art Supply Warehouse	46.70
0130391	Western Exterminator Co	44.50
0130065	Eversoft	44.17
0130719	Cheryl Rojas	44.00
0130614	Erica Gant	43.39
0130311	AT&T	43.29
0129676	Lapham-Jones, Debra	43.06
0130250	Sargent-Welch	42.38
0130593	Dufresne, Sheila	40.81
0130251	Hank Schellingerhout	40.77
0130150	Charles Whitchurch	39.30
0130442	Business Machines Consultants Inc	39.30
0129711	Springdale Ace Hardware	38.88
0130573	Chacon, Valente	37.25
0130505	Sparkletts	36.72
0129582	Melissa Moser	36.58
0130558	Bailey, Lynda	35.73
0129682	Linda Mellor	35.38
0129604	Sargent-Welch	35.34
0130100	Mary O'Connor	35.20
0130142	Verizon California	35.07
0130345	Ledeboer, Lisa	34.87
0130626	GWC Petty Cash	34.42
0130177	Aircraft Spruce & Specialty Co	33.39
0130743	Sterling Art	33.22
0129657	Federal Express Corp	33.00
0130210	Hub Auto Supply	32.97
0129535	AT&T	32.56
0129536	AT&T	32.56
0130643	Marie Hulett	32.45
0130717	Anita Renninger	30.99
0129616	Vacumetrics Inc	30.86
0130369	Southern Calif Edison Co	30.60
0129672	Thomas Juno	30.36
0129435	OCC Ancillary 1000-247500-5120	30.00

0130572	Chacon, Judy	29.35
0130645	Ingram-Cotton, Brenda	28.60
0130739	Stater Brothers	28.55
0130252	Seal's Health Care	28.50
0130187	Calif Tool Welding Supply	28.42
0129670	Hub Auto Supply	27.43
0130700	PL Hawn Company Inc	26.58
0129517	Tracy Young	25.96
0130552	Anh Auduong	25.85
0129418	JD Lock & Key	25.45
0129697	Pham, Trang P	24.59
0129673	JW Pepper & Son Inc	24.40
0129583	MWB Business Systems	24.31
0130677	MWB Business Systems	24.31
0130385	Verizon California	24.18
0129474	Shinoda Design Center Inc	23.24
0129443	Pak West Paper and Packaging	23.19
0130460	Driggers, Joan	22.33
0129383	Hoai-Huong Bush	22.00
0129400	Hilda Friend	22.00
0129408	Tracy Heffelman	22.00
0129427	Earnest Marchbank	22.00
0129467	Michelle Sambrano	22.00
0129496	Angelyn Tran	22.00
0129457	Prudential Overall Supply Co	21.15
0130468	Home Depot	20.84
0130421	Medco Health Solutions Inc	20.74
0130198	Federal Express Corp	19.69
0130708	Prudential Overall Supply Co	19.32
0130567	Hoai-Huong Bush	19.10
0130239	Prudential Overall Supply Co	18.24
0130324	Crown Ace Hardware	17.90
0130242	Prudential Overall Supply Co	17.48
0130561	Bell, Evelyn	17.33
0130244	Prudential Overall Supply Co	16.88
0130492	Prudential Overall Supply Co	16.88
0129372	Frank Baker	16.75
0130469	Mary Hoogewind	16.75
0129595	Prudential Overall Supply Co	16.04
0130241	Prudential Overall Supply Co	16.04
0130490	Prudential Overall Supply Co	16.04
0130734	Thomas Snyder	15.76
0129597	Prudential Overall Supply Co	15.49
0129599	Prudential Overall Supply Co	15.49
0129601	Prudential Overall Supply Co	15.49
0130711	Prudential Overall Supply Co	15.49
0130428	Alan's Lawnmower & Garden Ctr Inc	15.33
0130433	AT&T	15.32
0130359	Norma Pollaro	15.00
0130600	Amer El-Ahraf	15.00
0129712	State Board of Equalization	14.96
0129534	Art Supply Warehouse	14.77
0130605	Federal Express Corp	14.29
0129430	Conrad Moreno	14.00
0129596	Prudential Overall Supply Co	14.00

0129598	Prudential Overall Supply Co	14.00
0129600	Prudential Overall Supply Co	14.00
0130491	Prudential Overall Supply Co	14.00
0130105	Terry Otto	13.20
0129706	Seal's Health Care	12.50
0129471	Nadine Scott	12.32
0130632	Tracy Heffelman	12.10
0130440	Karen Baker	12.00
0130472	Isabelle Krasney	12.00
0130670	Janet Millian	12.00
0130117	Security Signal Devices	11.86
0130618	Trudie Giordano	11.11
0129539	AT&T	11.02
0130308	AT&T	10.91
0129437	Office Depot	10.77
0130509	The Gas Company	10.60
0130342	Johnstone Supply	10.35
0130023	Cristina Arellano	10.00
0130351	Erin O'Brien	10.00
0130531	Jessica Agnew	10.00
0130615	Samantha Garcia	10.00
0130644	Kevin Hurley	10.00
0130727	Sims-Orange Welding Supply Inc	9.46
0129704	Satellite Engineering Group Inc	8.32
0130726	Sevier, Christopher	8.00
0130398	Yosemite Water	7.20
0130257	SPX Corp	4.52
0130306	AT&T	2.76
Total		<u>\$ 4,938,478.86</u>

3.06.03 Check List for General Obligation Bond Fund

Meeting: 06/17/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

3.06.03 Check List for General Obligation Bond Fund



CheckApprovalBond.pdf

Additional Administrative Content

Created on Tuesday, 06/17/2009 at 10:00 AM by CCRB/BJC. Last revised on 06/17/2009 by CCRB/BJC.

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0130780	Telacu Construction Managment OCC Upgrd Womens Locker Rm	368,332.99	420222
0129739	TB Penick & Sons Inc GWC Learning Resource Ctr	259,258.09	420356
0129635	URS Corp Americas GWC Learning Resource Ctr	208,898.05	420356
0129633	T & Y Construction GWC Learning Resource Ctr	205,988.11	420356
0130285	Refrigerated Air Mechanical Systems Inc OCC Student Ctr Chiller Replacement, Bid 1950	177,813.18	420249
0129629	CW Driver OCC Bldg CHS and Lab Sciences	177,439.44	420207
0130775	GCI Construction Inc OCC Upgrd Softball Field, Bid 1964	101,673.00	420233
0130282	Interpipe Contracting Inc OCC Bldg CHS and Lab Sciences, Bid 1961	100,603.00	420207
0130404	C2 Reprographics OCC Bldg CHS and Lab Sciences	88,963.73	420207
0129518	City Of Newport Beach CCC Distance Learning Facil Acq Plan	54,550.00	420815
0129741	Vector Resources Inc GWC Learning Resource Ctr	53,883.96	420356
0129738	Plumbing Piping & Construction Inc GWC Learning Resource Ctr	53,550.00	420356
0130774	Engineering/Remediation Resources Group Inc OCC Upgrd Softball Field, Bid 1964	45,617.58	420233
0130410	UCMI Inc Testing/Lab for OCC Upgrade Sailing Center	36,720.00	420222
0129740	TB Penick & Sons Inc GWC Learning Resource Ctr	28,806.00	420356
0129630	Haworth Inc GWC Health Sciences Expand Nursing Fac	28,735.84	420340
0130403	Allscape	24,780.88	420283
0130411	UCS Track & Field Equipment	21,790.00	420233
0129737	MTGL	20,415.16	420222
0129736	Best Contracting Services Inc	20,088.00	420356
0129634	TYR Inc	18,492.00	420316
0130778	Oceanside Photo & Telescope	14,479.45	420206
0130776	MJ Contractors Inc	13,590.00	420233
0130276	Digital Networks Group Inc	10,906.18	420206
0130782	US Demolition	10,885.00	420207
0130405	Exclusive Construction	10,350.00	420233
0130274	AM Associates	9,750.00	420997
0130781	UCMI Inc	9,600.00	420207
0130281	Exclusive Construction	9,450.00	420233
0130407	LPA Inc	9,383.93	420207
0130777	Mobile Modular Management Corp	7,666.88	420206
0130283	Mobile Modular Management Corp	7,596.38	420206
0130779	Seville Group Inc	4,668.48	420206
0130161	TBP/Architecture	3,521.52	420211
0130287	Seville Group Inc	3,501.36	420206
0129632	Steinberg Architects	2,451.00	420356
0130783	Verne's Plumbing Inc	1,800.00	420233

Check Approval Bond

0130524	Medical Resources	1,680.50	420340
0130773	Amer Geotechnical Inc	1,305.00	420207
0129519	Dept of General Services	1,204.51	420206
0130275	Corporate Business Interiors Inc	968.71	420206
0130286	Scott Fazekas & Associates Inc	950.00	420101
0130408	Mobile Modular Management Corp	848.25	420297
0130284	MTGL	454.20	420222
0130409	Power Plus Utility Services	190.00	420222
0130406	Geocon Consultants Inc	167.95	420233
0130158	Division of State Architect	150.00	420206
0130159	Division of State Architect	150.00	420297
0130160	Division of State Architect	150.00	420222
0130277	Division of State Architect	150.00	420247
0130278	Division of State Architect	150.00	420201
0130279	Division of State Architect	150.00	420232
0130280	Division of State Architect	150.00	420232
0129631	Perkins & Will	82.91	420340
0130288	TBP/Architecture	21.40	420241

Total

\$ 2,234,922.62

3.06.04 Authorization for Special Payments - District

Meeting: 06/17/2009 Regular Meeting

Category: 3: Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

3.06.04 Authorization for Special Payments - District

Payment of \$3,104.20 to Steve Hogue, OCC Instructor, for reimbursement of retraining leave expenses.

Additional Administrative Content

ORDER OF YES/NO/ABSENT/AMBS/CCCL/ABSENCE/LEAVE/RETR/OT/VA/NS/6/JOE/PO/1007

Meeting: 06/17/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

4.00 Action Items

4.00 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

4.01 Approval of Agreements - Coastline Community College
Meeting: 06/17/2009 Regular Meeting
Category: 4: Action Items
Agenda Type: Action
Public Access: Yes

4.01 Approval of Agreements - Coastline Community College

4.01.01 Approve an Amendment to an Agreement between the Kendall/Hunt Publishing Company and the Coast Community College District to Design and Produce a Physical Geology Online Course and Textbook/Workbook

After review by the College President, District Risk Services, and District General Counsel, it is recommended by the Acting Chancellor that the Board approve the Amendment to an Agreement between Kendall/Hunt Publishing Company and the Coast Community College District to design and produce the Physical Geology Online Course and Textbook/Workbook. Amendment states that Publisher will not add fees to sales of online course textbook/workbook, and District will not be paid royalties stemming from the sales of online course textbook/workbook from West Virginia University as long as the author of the textbook for the course, John J. Renton, is the instructor of record at West Virginia University. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (Prior Board Approval: 10/15/08. See Geology Amendment Attachment # 9)

Fiscal Impact: None

4.01.02 Approve Agreement between Business Empowerment, Inc. (DBA Dale Carnegie Training of Orange County) and the Coast Community College District to provide Dale Carnegie Training

After review by the College President, District Risk Services, and General Counsel, it is recommended by the Acting Chancellor that the Board approve the Agreement between Business Empowerment, Inc. (DBA Dale Carnegie Training of Orange County) and the Coast Community College District to provide Dale Carnegie Leadership and Development Programs to interested community members, companies or community agencies. For each individual enrollment, District will retain 13% from all enrollment fees collected. Enrollment fees will range between \$1295 and \$1695 for each individual enrollment. The term of the Agreement shall be from June 18, 2009 through June 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Business Empowerment Attachment # 6)

Fiscal Impact: Income to District will vary between \$165-\$215 per enrollment

4.01.03 Approve Agreement between NCS Pearson, Inc. and the Coast Community College District to Operate as a Controlled Testing Center

After review by the College President, District Risk Services, and General Counsel, it is recommended by the Acting Chancellor that the Board approve the Agreement between NCS Pearson, Inc. and the Coast

Community College District authorizing Coastline to operate as a Controlled Testing Center for the administration of the Millers Analogies Test (MAT). Coastline will charge a testing fee of \$75 for each test administered and will pay NCS Pearson an administrative fee for each test scored. The term of the Agreement shall be from June 18, 2009, and shall remain in effect until terminated by either party. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See NCS Pearson Attachment #7)

Fiscal Impact: Income to District: \$25 per test administered

4.01.04 Approve Agreement Addendum between Mobile Modular Management Corporation and the Coast Community College District to Lease a Commercial Coach Modular Unit

After review by the College President, District Risk Services and District General Counsel, it is recommended by the Acting Chancellor that the Board approve the Agreement Addendum with Mobile Modular Management Corporation and the Coast Community College District for the lease of one 48x60 HCD (NonStd) Commercial Coach Modular Unit, to be located at the Costa Mesa Center (Special Programs), 2990 Mesa Verde Drive East, Costa Mesa, CA 92626. Terms of lease agreement will be for a period of one year beginning July 1, 2009 and ending June 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (Prior Board Approval: 8/5/95. See Mobile Modular Management (2) Attachment # 8)

Fiscal Impact: Monthly rent is \$1,599

4.01.05 Authorization to Approve an Agreement with the County of Orange and the Coast Community College District to provide Workforce Investment Act Approved Training

After review by the College President, District Risk Services, and General Counsel, it is recommended by the Acting Chancellor that authorization be given to approve the Agreement between County of Orange and Coast Community College District to provide Workforce Investment Act (WIA) services to eligible participants as determined through the Orange County One-Stop Delivery Center. Grant funds in the of \$363,792 will be paid by County to District to provide Technology-Based Learning Initiative (TBL) training services as outlined in Exhibit B of the Agreement. The term of this Agreement shall be from July 1, 2009 to December 31, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See WIA and Exhibits. See Attachment #22)

Fiscal Impact: Income to District \$363,792; In-kind consideration of \$188,000

4.01.06 Authorization to Amend an Existing Sublease between City of La Habra, and the Coast Community College District for the Purpose of Leasing Space for the Youth Program at the Orange County One-Stop Center – Westminster Site

After review by the College President, District Risk Services, General Counsel, it is recommended by the Acting Chancellor that the Board approve the Amendment to an Agreement between the City of La Habra and the Coast Community College District for the City of La Habra to increase the subleased office space

from 401.42 square feet to 934.46 square feet at a cost of \$2,545.61 per month for the term of June 1, 2009 through September 30, 2009, at which time they will revert to the previous space and terms in the original sublease Agreement. The Board President, or designee, is authorized to sign the Amendment to an Agreement and any related documents, indicating approval by the Board of Trustees. (Prior Board Approval: 2/21/07. See La Habra Sublease Amendment 2 Attachment # 23)

Fiscal Impact: Monthly rent of \$2,545.61

4.01.07 Authorization to Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North













After review by the College President, District Risk Services, and 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 for the period of July 1, 2009 through June 30, 2010, to provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, On the Job Training/Work Experience, Rapid Response, Senior Community Service Employment Program, and Disability Program Navigator. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See WIA Cost Reimbursement Agreement 16-N-10 Attachment #25)

Fiscal Impact: The County of Orange will reimburse Coastline Community College \$3,361,559 for operation of these programs.

4.01.08 Authorization to Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - South

After review by the College President, District Risk Services, and 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 for the period of July 1, 2009 through June 30, 2010, to provide continued operation of the following programs at the Orange County One-Stop Center: Disadvantaged Adult, Dislocated Workers, Veterans, On the Job Training/Work Experience, American Recovery and Reinvestment Act Adults, American Recovery and Reinvestment Act Dislocated Workers, and Senior Community Service Employment Program. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See WIA Cost Reimbursement Agreement 16-S-10 Attachment #26)

Fiscal Impact: The County of Orange will reimburse Coastline Community College \$3,053,382 for operation of these programs.

   
Geology Amendment.pdf Business Empowerment Agreement.pdf NCS Pearson Agreement.pdf Mobile Modular Management(2).pdf
     
WIA Agreement.pdf Exhibit A.pdf Exhibit B.pdf Exhibit C.pdf Exhibit D - Budget.pdf La Habra Lease Amendment 2.pdf
 
WIA Agreement #16-N-10.pdf WIA Agreement #16-S-10.pdf

Additional Administrative Content

4.02 Approval of Agreements - Golden West College

Meeting: 06/17/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

4.02 Approval of Agreements - Golden West College

4.02.01 Approve Agreement with Streaming Media Hosting for Video Streaming

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the agreement with Streaming Media Hosting for video streaming of P.O.S.T. Case Law Today series, from July 1, 2009 through June 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Streaming Media Hosting Agreement, Attachment #10)

Fiscal Impact: \$8,555.40; paid from New Media Auxiliary funds.



Streaming Media Hosting Agreement.pdf

4.03 Approval of Agreements - Orange Coast College

Meeting: 06/17/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

4.03 Approval of Agreements - Orange Coast College

4.03.01 Approve Amendment to Agreement between Follett Higher Educational Group, Inc. and the Coast Community College District to Amend Sections 8.2 and 15.2

The first amendment of the existing Agreement amends Sections 8.2 and 15.2 as follows:

8.2 The Classified Employees shall report to the Vice President of Student Services or designee, who shall be responsible for the Classified Employees' adherence to Follett's policies and procedures, to the extent not inconsistent with the terms of the collective bargaining agreement.

15.2 Follett will provide a total of \$225,000 capital investment to upgrade and/or enhancement to the current Bookstore during the initial term of this Agreement. Follett shall also provide a one-time donation of \$75,000 to OCC. It is understood that this contribution is intended for underserved students, such as Veterans related programs or other programs and services determined by the college. This contribution and store remodeling shall be amortized over the initial term of this Agreement.

After review by the College President and District General Counsel, it is recommended by the Acting Chancellor that the Board approve the Amendment to the Agreement between Follett Higher Educational Group, Inc. and the Coast Community College District. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees. (See Attachment # 11)

Fiscal Impact: Orange Coast College to receive a one-time amount of \$75,000 upon execution of this amendment.

4.03.02 Approve Agreement with CI Solutions-Card Integrators Corporation and the Coast Community College District to provide a Service maintenance and license agreement for the student photo Identification system and hardware for the period July 1, 2009, through June 30, 2010

After review by the College President and District General Counsel, it is recommended by the Acting Chancellor that the Board approve the Agreement between CI Solutions-Card Integrators Corporation and the Coast Community College District to provide a service maintenance and license agreement for the student photo identification system and hardware. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 12)

Fiscal Impact: \$1,917.00 to be paid from general funds.



Follett Contract Amendment.pdf CI Solutions-Card Integrators Corporation.pdf

Additional Administrative Content

Status of Resolution 2008-0001: Lyndee Wilcox, Treasurer of CCCD, 6/10/2008, 6/10/2008, 6/10/2008

4.04 Approval of Agreements - District

Meeting: 06/17/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Control

4.04 Approval of Agreements - District

4.04.01 Authorization to Enter into a Professional Services Agreement between Strata Information Group, Inc. (SIG) and Coast Community College District

After review by District General Counsel and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a Professional Services Agreement between SIG and the Coast Community College District for the purpose of providing the Project Voyager computer software solutions for District such as the Banner 8 Upgrade Support. This Professional Services Agreement sets forth the terms and conditions for subsequent project work as needed. The term of this agreement shall be July 1, 2009, through June 30, 2010. It is recommended that the Board of Trustees authorize the Board President, or designee, to sign the Agreement and any related documents, indicating approval by the Board of Trustees.(See Attachment #13)

Fiscal Impact: The District will incur varying purchase-order-based costs for individual projects, depending upon the scope of work needed by project to be based on \$170.00 per hour for any work under this agreement and within the term of the agreement. \$50,000 from General Funds.

4.04.02 Authorization to Enter into an Agreement Renewal Between Coast Community College District and Mandate Resource Services to Provide Claim Preparation Services

After review by the Vice Chancellor of Administrative Services, it is recommended by the Acting Chancellor that authorization be given for renewal of Mandate Resource Services Agreement to provide mandated cost claim preparation services. This agreement will cover Fiscal Year 2009-2010.

It is further recommended that the Board of Trustees authorize the Board President, or designee, to sign the Agreement and any related documents, indicating approval by the Board of Trustees.(See Attachment #14)

Fiscal Impact: The cost of this service is \$8,000 and is fully reimbursable.

4.04.03 Approval by the Board of Trustees for a Motion Presented by the Orange County Department of Education

The Orange County Sanitation District (OCSD) has been trying to assess a one-time infrastructure fee to

school districts and community college districts for new construction since 2003. Under the State Constitution, OCSD cannot lawfully require any of its customers to bear more than its fair share of the capital facilities capacity charges. Furthermore, Government Code section 54999.3 requires an "agreement (to be) reached between the two agencies through the negotiations entered into by both parties."

After review by the Administrative Director of Fiscal Affairs, it is recommended by the Vice Chancellor of Administrative Services that the Board of Trustees approve the following motion:

"Coast Community College District hereby authorizes Orange County Department of Education to retain the services of Best Best & Krieger and an engineering firm to represent the District in negotiations and possible litigation. The District hereby agrees to pay its proportionate share of the attorneys' fees and engineering fees based on the District's average daily attendance or full time equivalent up through phase III." (See Attachment #15)

Fiscal Impact: NTE \$22,000

4.04.04 Approve Agreement between InterSchola and the Coast Community College District for the Purpose of Disposal of Surplus Equipment

After review by District General Counsel, it is recommended by the Vice Chancellor of Administrative Services that the Board approve the Agreement between InterSchola and the Coast Community College District for the disposal of surplus equipment. InterSchola utilizes EBay as a mechanism to increase the returns on surplus sales. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #16)

Fiscal Impact: None

4.04.05 Authorization to (1) Approve Blackboard Master Terms, (2) Enter Into Blackboard Vista On-line Learning System Software License and Services Agreement and (3) Enter into Blackboard Hosting Services Addendum

After review by District General Counsel and incorporation of recommended changes to the contracts, to the extent obtainable, it is recommended by the Vice Chancellor, Administrative Services, that the Board approve these agreements with Blackboard. It is recommended that the Board of Trustees authorize the Board President, or designee, to sign the Agreements and any related documents, indicating approval by the Board of Trustees.

June 21, 2006, the Board of Trustees approved Blackboard Vista (formerly WebCT) as Coast Community College District's district-wide On-Line Learning System Software and Course Management System (CMS).

The Master Terms and Licensing Contract were effective for three years, expiring June 29, 2009. The FCCC no longer licenses Vista; Blackboard is the sole source provider of Blackboard Vista software.

In November 2007, Project Voyager launched Banner Student and Luminis. Part of the Luminis launch is

a custom two-way integration (ICM) developed by Blackboard and SunGard Higher Education (SGHE) to exchange user account and grade information between the Banner Student, Luminis and Blackboard Vista software systems.

Under a separate agreement, Blackboard also began hosting Coast's Blackboard Vista software at Blackboard's data center just prior to the November 2007 Luminis launch. (See Attachment #17)

Description	Period	Amount
Vista Enterprise License	6/30/09 – 6/29/10	\$ 137,100
Hosting Services	11/06/09 – 6/29/10	\$ 117,640
TOTAL		\$ 254,740

Fiscal Impact: \$254,740 from General funds

4.04.06 Authorization to enter into a Dedicated Access Service Agreement between Time Warner Cable and Coast Community College District

After review by District General Counsel and incorporation of recommended changes to the contract, to the extent obtainable, it is recommended by the Vice Chancellor, Administrative Services, that the Board approve this dedicated access service agreement with Time Warner. It is recommended that the Board of Trustees authorize the Board President, or designee, to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

On June 20, 2007, the Board of Trustees approved the agreement between Time Warner Cable (TWC), with offices located at 3430 East Miraloma Avenue, Anaheim, CA 92860, and the Coast Community College District for a dedicated 20.0 Mbps connection to serve as the District's backup link to the Internet.

This new 24-month contract will continue this agreement between TWC and Coast Community College District reducing the monthly costs from \$2,050 to \$1,980 with the same level of service.(See attachment #19)

Fiscal Impact: \$47,520, payable at \$1,980 per month from General Funds for the 24-month contract.

4.04.07 Authorization to enter into a Loan Servicing Agreement between ACS Education Services, Inc. and the Coast Community College District

After review by District General Counsel and the Vice Chancellor, Administrative Services, it is recommended by the Acting Chancellor that the Board authorize the District to enter into a Loan Servicing Agreement with ACS Education Services, Inc. for the purpose of having ACS provide computerized billing and accounting services for the Perkins Loan program and other federal loan programs to each college campus. The term of this agreement shall be from June 18, 2009 through June 17, 2012. The Board President, or designee, is authorized to sign this agreement and any other documents related to this agreement. A copy of this agreement is attached to each Trustee's agenda. (See Attachment #27)

Fiscal Impact: Each campus shall pay a minimum monthly service fee of \$300, for a total of \$10,800 per/year for three years. Possible increased costs per Exhibit "B" fee schedule depending upon volume of

services performed.

4.04.08 Authorization to enter into a Master Equity Lease Agreement between Enterprise Rent-A-Car Company of Los Angeles and the Coast Community College District, Pursuant to City of Tulare Bid No. 06-422 Master Terms and Conditions

After review by the Vice Chancellor, Administrative Services, it is recommended by the Acting Chancellor that the Board approve a Master Equity Lease Agreement between Enterprise Rent-a-Car of Los Angeles and the Coast Community College District pursuant to the master terms and conditions of City of Tulare Bid No. 06-422, for the purpose of leasing seven vehicles, including full maintenance coverage, for a term of five years. These vehicles will replace seven aged and irreparable vehicles within the District with more fuel-efficient alternatives, while ensuring that the fleet will be continually improved, can be adapted to the changing needs of the campus, and replaced prior to being subject to increased maintenance expenses. Public Contracts Code Section 20652 provides authority for the governing board of any community college district, without advertising for bids, the use of other public agencies contracts for the lease or purchase of equipment when the board has determined it to be in the best interest of the district. The Board President or designee is authorized to sign the lease agreement and any related documents indicating approval by the Board of Trustees. (See Attachment #28)

Fiscal Impact: The total cost of this lease will be the sum of \$228,648.25, payable in the annual sum of \$45,729.65, from District General Funds.

4.04.09 Authorization to Enter into Memorandum of Understanding between Newport-Mesa Unified School District and the Coast Community College District

After review by District General Counsel and the Associate Vice Chancellor, Education Services, it is recommended by the Acting Chancellor that the Board authorize the District to enter into a Memorandum of Understanding with Newport-Mesa Unified School District. This Memorandum of Understanding expands the District's ability to provide community college instruction at Newport-Mesa Unified School District high schools to include classes offered from Coastline and Golden West Colleges. The Board has previously approved a Memorandum of Understanding between the District and Newport-Mesa Unified School District for classes offered by Orange Coast College for classes offered at high school sites. The Board President, or designee, is authorized to sign this agreement and any other documents related to this agreement. A copy of this agreement is attached to each Trustee's agenda. (See Attachment #29)

Fiscal Impact: None SIG Prof Svcs Agmt 6-17-09 Board Attachment.pdf InterSchola.pdf

Blackboard License and Services Agmt 6-17-09 Board Attachment.pdf ATT2N65J.pdf Time Warner Agreement.pdf

ACS Agreement-Kerwin.pdf Master Equity Vehicle LeaseTerms 2009-Marchbank.pdf NMUSD MOU 06 2009.pdf

AGENDA ITEM 4.04.09 (Continued)

Original of this document is located in the District General Counsel's office.

4.05 Buildings and Grounds Approvals

Meeting: 06/17/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item 4.05

4.05 Buildings and Grounds Approvals



BuildingsAndGrounds0617.pdf

Agenda Item 4.05

Agenda Item 4.05

4.05.01 Bid Tabulations and Award of Contract: Coastline College Center Restoration of Exterior Metal Panels; Bid No. 1967

Notices were published on May 15 and May 22, 2009 in the newspaper as well as in four trade journals requesting bids. Nine bid packages were delivered or picked up by prospective bidders. Six bids were received.

The bids were opened on June 10, 2009 for the Coastline College Center Restoration of Exterior Metal Panels; Bid No. 1967.

After careful review by the Coast Community College District Risk Services Manager and Senior Director of Facilities, Planning and Construction, it is recommended that a contract be awarded to Painting and Décor LTD as lowest qualified base bid of \$108,500 as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

	<u>Base Bid</u>
1. Painting and Décor LTD P.O. Box 5926, Orange, CA 92863	\$108,500
2. A.J. Fistes Corporation, Long Beach, CA 90806	\$159,600
3. Industrial Coating & Restoration, Oceanside, CA 92054	\$209,730
4. C.T. Georgiou Painting Co., Wilmington, CA 90744	\$219,000
5. Newton Painting, San Pedro, CA 90731	\$250,000
6. Kitson Specialty Contracting Inc., Santa Fe Springs, CA 90670	\$260,750

Fiscal Impact: \$108,500 (Campus Auxiliary Funds)
Master Plan Approved Project

4.05.02 Authorization to Enter into a Lease Agreement with Mobile Modular Management; Coastline Community College Parent Education Program

District Facilities and Planning is requesting on behalf of Coastline Community College, approval to lease a DSA approved relocatable building for the Coastline Community College Parent Education Program at the Costa Mesa Center .

After review by the Senior Director of Facilities, Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended that a contract be awarded to Mobile Modular Management Corporation in accordance with Public Contract Code Section 20652 (Purchase Through Public Corporation without Advertising for Bid). The Board is requested to approve the lease of a modular building utilizing the Santa Ana Unified School District Piggyback Bid No. 14-05 and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

1.	24 Month Lease Contract #220000738.1 (1 Classroom, 12x24 DSA)	\$15,383.00
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This additional classroom is for the Parent Education Program.

Fiscal Impact: \$15,383.00 (General Funds)

4.05.03 Approve Change Order No. 1; Orange Coast College Sailing Center Remodel; Bid No. 1940

After review by the Vice President of Administrative Services, Senior Director of Facilities, Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Change Order No. 1 to Orange Coast College Sailing Center Remodel; Bid No. 1940 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 #21)

These changes are necessary for the following reasons:

Telecu Corporation

1.	Raise the Eights Bay Sectional Door (found condition)	\$ 990
2.	Credit for Aluminum Storefront Doors	<\$ 1,500>
3.	Second Layer of Roof Underlayment	\$ 1,200
4.	Emergency Phone Conduit	\$ 425
5.	Plaza Concrete Revision	\$ 16,247
6.	Patch and Texture Existing Walls	\$ 1,000
7.	Install Circuit Breakers	\$ 727
8.	Install Fire Alarm Horn	\$ 500
9.	Install Additional Roof Drains	\$ 3,000
10.	Install Furred Wall per Bulletin 10	\$ 1,000
11.	Install Additional Lathe & Plaster per Bulletin 28	\$ 3,650
12.	Swing Change at Door 110	\$ 600
13.	Frame Shaft in Northwest Corner of Fours Bay (found condition)	\$ 709
14.	Install Flatstock	\$ 1,200
15.	AT & T Site Concrete Repair	\$ 2,250
16.	Site Concrete Repair Bulletin No. 23 Includes PCH Sidewalk	\$ 11,887
17.	Add Stainless Steel Coping	\$ 4,872
18.	Add Notched Channel at Stair No. 1	\$ 776
19.	Extend Stainless Steel Railing at Stair No. 1	\$ 1,000
20.	Connect Existing Guard Rail to New Stairs	\$ 520
21.	Install Three Shop Windows	\$ 2,500
22.	Unforeseen Demolition Work	\$ 2,200
23.	Add Concrete Under the Existing Stairs	\$ 500
24.	Add Concrete Between Shop and Stairs	\$ 3,400
25.	Demolish Concrete Footing at Seawall (found condition)	\$ 2,132
26.	Install 27 Foot of Channel Drain	\$ 2,700
27.	Add Slurry to Cover Fire and Electrical Pipe	\$ 2,000
28.	Relocate Lockers to Prevent Conflict in Door Swings	\$ 250
29.	Correction to Bent Radius Steel in Second Floor	\$ 15,000
30.	Paint Second Floor Classrooms	\$ 4,254
31.	Install Densboard for Water Protection	\$ 552
32.	Correct Found Condition by Deepening Footing	\$ 7,250
33.	Stabilization of Soil Under Footing (found condition)	\$ 3,100
34.	Stabilization of Existing Curb at Parking Lot (found condition)	\$ 1,300
35.	Delete Exterior Paint from Contract	<\$2,100>

Buildings and Grounds

36.	Add Relief Air Valve Per Bulletin No. 7	\$ 3,200
37.	Add Ventilation Fan Per Bulletin No. 11	\$ 3,827
38.	Seismic Joint Revision to Drywall	\$ 795
39.	Install Soffit Framing Per Bulletin No. 13	\$ 927
40.	Add Drywall Tape to 2 nd Floor Classroom	\$ 927
41.	Add Drywall Behind Electrical Boxes in Fours Bay	\$ 244
42.	Additional Taping and Sanding Behind Electrical Boxes	\$ 328
43.	Fur, Add Drywall and Tape North Elevation of Room 107	\$ 1,988
44.	Tape and Sand South Elevation of 2 nd Floor Classroom	\$ 644
45.	Tape and Sand Additional Portions of 2 nd Floor Classroom	\$ 344
46.	Install Drywall on 2 nd Floor	\$ 1,054
47.	Tape in Existing 2 nd Floor Rooms	\$ 707
48.	Install New Sill and Jamb Flashing	\$ 858
49.	Install Drywall Per 11/24/08 E-mail	\$ 1,610
50.	Add a Tamper Switch	\$ 250
51.	Sandblast and Seal Concrete Plaza (To protect concrete from Rowing Shells)	\$ 4,948
52.	Retrofit Brackets for Sunshade (found condition)	\$ 1,200
53.	Repair to Seismic Joint (found condition)	\$ 3,100

Almost all of the change order items were completed on a "time and materials" basis. The contractor was directed to do the work then each day the DSA inspector or Construction Manager signed off on the daily tickets. This resulted in some of the items above seeming to be the same work but the work was performed on different days.

Contract Amount: \$2,753,000 (C.O. 1: 4.46% Increase)
Total Change Orders: \$123,042

Fiscal Impact: \$123,042 (Measure C – General Obligation Bond Fund)
 Master Plan Approved Project
 OCC Upgrade Sailing Center

4.05.04 Authorization for Addendum No. 6; Bundy-Finkel Architects; Orange Coast College Sailing Center Upgrade

After review by the Orange Coast College Vice Chancellor of Administrative Services, Senior Director of Facilities, Planning and construction and the Vice President of Administrative Services, it is recommended by the Chancellor that authorization be given to accept Addendum No. 6 for additional architectural services for the Orange Coast College Sailing Center Upgrade.

The scope of service is to include the following tasks:

1.	Additional Services for Existing Issues Along PCH Review and provide plan for waterproofing issues along PCH and retaining walls.	\$1,536
2.	Additional Structural Services for Plate Embed Design Additional services needed by structural engineer to fix the plate embed design issues caused by contractor.	\$2,275
3.	Additional Electrical Engineering Services	\$1,500
4.	Additional Construction Administration Additional construction administration services needed for the extension of the project from original March 2009 completion date to final closeout by June 30, 2009.	\$7,650

- | | | |
|----|---|--------|
| 5. | Additional Reimbursable Expenses
Additional fee for printing, mailing, etc. through DSA project
closeout. | \$ 900 |
|----|---|--------|

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

Fiscal Impact: \$13,861 (General Obligation Bond Fund/Measure C)
Master Plan Approved Project
OCC Upgrade Sailing Center
ADA & Women's Locker Room

4.05.05 Approval and Submission of the 2011–2015 Five-Year Construction Plan; Orange Coast College, Golden West College, Coastline College, and the District

The Five-Year Construction Plan (FYCP) is an annual document required by the State Chancellor's Office. Included in the plan are projects that the District expects to pursue, both currently and over the State's budget window for funding assistance – a period that begins in 2011 and ends in 2015.

The purpose of the FYCP is twofold: 1) To provide the State with insight as to District's existing use of facilities as compared to student demand and, 2) to determine the worthiness of the District for funding support for its capital construction program.

District staff, as well as the staff from each of the three Colleges, has been working throughout the year with Cambridge West Partnership to manage those elements that determine funding support. The FYCP is a culmination and reflection of this process. The goal is to formulate a FYCP that will continue the District's success in attracting revenues for its capital projects. Since beginning this program in 2006, approximately fifty-six million dollars in state funding has been awarded to the District. Another fifty million has been approved but is waiting for a definitive source of state funding. This will bring the total to over one hundred six million dollars in funding. The District's program for attracting state funds has been one of the most successful programs in the state. It has essentially allowed the District to construct needed, new facilities for an average of thirty-six cents on the dollar.

This year's proposed FYCP includes seventeen projects. Each project in the FYCP has been reviewed and modified over the past several months with the objective of placing the District in the most favorable light possible. Specific to this year's FYCP, and as a direct funding request to the State, are two Final Project Proposals totaling \$35,852,821 with a combined State funding request of \$25,270,784:

- Criminal Justice Training Center (Golden West College) - \$16,185,821 – a project of that will request 60% State funding
- Chemistry Building Remodel/Expansion (Orange Coast College – a \$19,667,000 - project that will request 75% State funding.

As reviewed by the Senior Director of Facilities and Planning and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for approval and submittal of the Coast Community College District's 2011-2015 Five-Year Construction Plan to the California Community Colleges State Chancellor's Office.

Approval by the Board is being requested so that all related documents can be formally registered with the Office of State Chancellor. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Five Year Construction Plan and any related documents. (See Attachment #24)

Fiscal Impact: No Impact

Master Plan: This is in accordance with the District's Master Plan

4.06 General Items of Business - Coastline Community College

Meeting: 06/17/2009 Regular Meeting

Category: 4. Action Items

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

4.06 General Items of Business - Coastline Community College

None

Additional Information/Comments

Agenda Item Content

Motion:

Agenda Item Content

4.07 General Items of Business - Golden West College

Meeting: 06/17/2009 Regular Meeting

Category: 4: Action Items

Agenda Type: Action

Public Access: Yes

Agenda Item Number

4.07 General Items of Business - Golden West College

4.07.01 Authorization to Conduct a Short-Term Study Abroad Program in History in London, England, June 26 – July 26, 2010

After review by the Dean of Social Science, it is recommended by the College President that authorization be given to enter into a standard travel contractor agreement to conduct a Study Abroad Program in History in London, England from June 26 – July 26, 2010. Dave Moore, full time professor, to serve as faculty. All logistical arrangements will be handled by a service provider to be submitted for approval at a later date.

Fiscal Impact: No cost to the District. No replacement cost for faculty assigned to the program. All payments by trip participants for travel services shall be made to the service provider who shall account to CCCD for the total cost of the trip as well as the faculty's salary.

Agenda Item Number

Agenda Item Number

Motion:

Agenda Item Number

4.08 General Items of Business - Orange Coast College

Meeting: 06/17/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Meeting Item 10 of 120

4.08 General Items of Business - Orange Coast College

4.08.01 Authorization to Change Signatories for the Orange Coast College Union Bank accounts effective July 1, 2009

(See Attachment # 18)



Board BankAccts.pdf

Additional Administrative Concerns

Meeting Item 11 of 120

4.09 General Items of Business - District

Meeting: 06/17/2009 Regular Meeting

Category: 4. Action Items

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Consent

4.09 General Items of Business - District

4.09.01 Public Hearing on Coast Community College District Tentative Budget for 2009-2010

- 1. Opening of Public Hearing**
- 2. Staff Report on Tentative Budget**
- 3. Public Testimony**
- 4. Board of Trustees' Comments**
- 5. Closing of Public Hearing**

4.09.02 Approve Coast Community College District Tentative Budget for 2009-2010

Background

The Tentative Budget (copy attached to each trustee's agenda*) has been prepared as prescribed by Title 5 of the California Code of Regulations, Section 58305. Funding for the budget is based upon the latest information available as of May 29, 2009. The 2009-10 budget was enacted on February 19 to address the severe state budget problems. Since that time, additional budget shortfalls have been identified and further cuts have been recommended. Any changes to the enacted budget that are signed by the Governor will be included in the 2009-2010 adopted budget.

Beginning Balance

The Tentative Budget beginning balance is estimated to be \$17,600,000 (including \$600,000 for various entities). A transfer of \$5 million from the ending balance to on-going costs was required to balance the budget. The beginning balance could fluctuate up or down by as much as \$1 million. A firm figure for the beginning balance won't be available until the year-end close is completed in mid-July.

Revenue Estimate

Total 2009-2010 General Fund revenues are projected to be \$213,843,915. This estimate includes Federal and State restricted funds that may or may not materialize, requiring further adjustments prior to the adoption of the Final Budget. The revenue estimate includes 0% COLA, a property tax shortfall of \$3.5 million, apportionment reduction of \$3.6 million for PE classes and 2008-2009 growth funds of \$2.3 million.

Expenditure Estimate

The Tentative Budget includes \$1.2 million for step and column increases and \$1.4 million for negotiated salary increases. Health and Welfare benefit costs increased to \$12,800 per employee due to rising health care costs. This added \$580,000 to the unrestricted general fund expenditure budget. The PERS contribution rate increased to 9.709% for the 2009-10 fiscal year and with other statutory benefits, equates to a total increase of \$190,000.00.

Budget Recommendations

The Tentative Budget incorporates the following recommendations as discussed previously with the District Budget Advisory Committee on June 2, 2009, and at the Special Board Meetings on June 3, 2009, and June 10, 2009.

- Reduction of the Stabilization Reserve from \$2,000,000 to zero
- Reduction of Reserve for Contingency by \$3,327,000, leaving a balance of \$12,000,000
- Reduce budget of campuses and district by \$2 million
- Recapture \$2 million through implementation of hiring slowdown throughout the district during 2009-10
- Reduce GASB 45 contribution for Retiree Health Benefits from 3.0 percent to 2.0 percent of contract salaries, capturing \$1 million
- Reduce district-wide travel budget by \$200,000 for 2009-10
- Reduce district-wide marketing budget by \$300,000 for 2009-10

Undistributed Reserve

The Tentative Budget presents a Reserve for Contingencies of \$12,000,000 which is a 6% reserve based on prior year expenditures. (See Attachment #30)

4.09.03 Authorization for District to Enter Into Meet and Confer and Negotiations with All Employee Groups

Authorization for District administration to enter into meet and confer and negotiation discussions with all employee groups on reduction in salaries, work conditions, benefits, or compensations for all employees for the 2010-2011 fiscal year. Upon completion of negotiations/meet and confer, recommended MOUs shall be scheduled for Board's consideration and approval in December 2009 or earlier. Items for discussions/negotiations may be inclusive but not limited to:

- Freeze health benefits at \$12,500
- Freeze salary increase or decrease existing salary
- Freeze step and column increase
- Mandated Furlough day(s)
- Reduction of vacation days
-

Additional information is available at:

Created on 05/06/2009 at 10:00 AM by: [Name] Last Update: 05/06/2009 by: [Name]

4.10 Personnel Action Items

Meeting: 06/17/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

4.10 Personnel Action Items

4.10.01 Authorization to Approve Salary Schedules for 2009-2010

After review by the Vice Chancellor for Human Resources, it is recommended by the Chancellor that the Board of Trustees approve a .30% increase to the following 2009-2010 employee salary schedules to become effective Fall 2009:

<u>Schedule</u>	<u>Employee Group</u>
AA	Faculty (CFE/AFT)
QQ	Counselors (CFE/AFT)

(This salary recommendation represents a formula as COLA percentage rounded to the nearest .05% plus ½ of a growth percentage plus 0.75%) COLA 0% plus .55% growth plus .75 additional District funds totaling 1.30% adjusted downward as a result of loss of COLA from the State of 0.68% for 2008-2009 which results in a reduction of a 1% salary increase for 2008-2009. Net result is an increase of 0.3% for 2009-2010.

Additionally, it is further recommended by the Chancellor that the Board of Trustees approve 0% increase to the following 2009-2010 employee salary schedules to become effective July 1, 2009.

<u>Schedule</u>	<u>Employee Group</u>
BB	Part-time Faculty (CCA)
DD	Educational Manager
EE	Classified Staff
GG	Classified Manager
JJ	Confidential
L2	Vice Chancellors, Presidents

(This salary recommendation represents a formula as COLA percentage rounded to the nearest 0.5% plus ½ of a growth percentage plus .375%) COLA 0% plus .55% growth plus 0.38% additional District funds totaling .93% adjusted downward as a result of loss of COLA from the State of 0.68% for 2008-2009 which results in a reduction of a 1% salary increase for 2008-2009. The net result would be a decrease in salary of .07%; however, the recommendation is not for a rollback, but rather a 0% increase to the above salary schedules for 2009-2010.

Fiscal Impact: \$1.2 million for continuous funding COLA for 2008-2009 and additional cost of \$120,000.00 for 2009-2010 totaling \$1,320,000.00.

Additional Administrative Content

4.11 Resolutions

Meeting: 06/17/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item: 000030

4.11 Resolutions

4.11.01

Coast Community College District Board of Trustees Resolution #09-31 Budget Transfers

WHEREAS, the State of California is projecting a state budget shortfall of \$41.7 billion dollars; and

WHEREAS, the 2009-10 Budget Act represents a \$2.4 billion dollar reduction in 2008-09 and a \$700 million dollar reduction in 2009-10 for appropriations to school districts, county offices of education and community college districts; and

WHEREAS, the State of California is deferring \$2.7 billion dollars of the February 2009 school apportionment to July 2009; and

WHEREAS, the State of California is deferring \$1.6 billion dollars of the June 2009 school apportionment to July 2009; and

WHEREAS, the State of California is deferring \$1.2 billion dollars of the July 2009 school apportionment to October 2009 and \$1.5 billion dollars of the August 2009 school apportionment to October 2009; and

WHEREAS, the Coast Community College District (the "District") desires to request the County Treasurer to make temporary transfers (the "Transfer") of monies to meet its current maintenance expenses for fiscal years 2009-2010 and 2010-2011; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon resolution adopted by the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, pursuant to California Constitution Article XVI, Section 6 and Education Code section 42620, the total amount that may be temporarily transferred to the District may not exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year ("FY"); and

WHEREAS, the maximum amount that the District may borrow will be determined by the District's ending cash balance from the month prior to the date of each borrowing as a percent of total ending cash in the County of Orange Educational Investment Pool, excluding general obligation bond funds; and

WHEREAS, the District has not issued a TRAN for FY 2009-10 and will not issue a TRAN for FY 2010-2011 if the District intends to request a Transfer of monies from the County of Orange Educational Investment Pool; and

WHEREAS, any Transfer to the District will be made from and limited to the County of Orange Educational Investment Pool.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find and determine that the Transfers are in the public interest and serve a valid public purpose.
2. The District Board of Trustees hereby requests transfers of monies from the County of Orange Educational Investment Pool to the District to cover the District's current maintenance expenses for FY 2009-2010 and FY 2010-2011. The Transfer for each FY shall not to exceed the District's ending cash balance from the month prior to the date of each borrowing as a percent of total ending cash in the County of Orange Educational Investment Pool, excluding general obligation bond funds. This amount shall be certified by the District and approved by the County Treasurer. The District Vice Chancellor of Administrative Services is hereby authorized and directed for and on behalf of the District to formally request a Transfer in an amount and upon a date designated by the District Vice Chancellor of

Administrative Services, not to exceed the limitations to such Transfer as provided herein.

3. For FY 2009-2010, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2009, nor later than April 26, 2010. The Transfer shall be repaid no later than June 30, 2010.

4. For FY 2010-2011, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2010, nor later than April 25, 2011. The Transfer shall be repaid no later than June 30, 2011.

5. It is hereby requested that the Treasurer deposit Transfer installments to the District in the General Fund. All Transfers installments to the District will be made from and limited to the County of Orange Educational Investment Pool.

6. Repayment of any Transfer installment shall be made from the revenues accruing to the District before any other obligation of the District is met from such revenue. Interest on any Transfer installment will accrue and be payable by the District at the same interest rate the County of Orange Educational Investment Pool is earning until the entire Transfer is repaid.

7. The Form of Temporary Transfer Agreement is hereby approved in the form presented, and the District Vice Chancellor of Administrative Services is hereby authorized and directed to execute the Temporary Transfer Agreement on behalf of the District.

8. The Clerk/Secretary of the Board of Trustees is hereby directed to submit a certified copy of this Resolution to the Orange County Treasurer-Tax Collector.

9. This resolution shall take effect immediately.

4.11.02

Coast Community College District Board of Trustees Resolution #09-32 Adoption of Resolution to Participate in the State Capital Outlay Program Budget Year 2011-2012

The District has received instructions from the California Community College Chancellor's Office for submitting Final Project Proposals (FPP) for 2011-2012 State Capital Outlay Program. Final Project Proposals are statements of need, intent, scope, justification, estimated costs and project schedule. The District supports submittal of the Final Project Proposal listed below for this funding cycle:

Orange Coast College Chemistry Building Renovation/Expansion Renovation and Expansion of 29,775 Assignable Square Feet

WHEREAS, Coast Community College District hereby requests State Funds in the amount prescribed by law for the project named herein.

WHEREAS, Coast Community College District hereby assures the Board of Governors of the California Community Colleges that: (a) Pursuant to the provisions of Section 57001.5 of Title 5 of the California Code of Regulations no part of the application includes a request for funding the planning or construction of dormitories, stadiums, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in 57001.5 of Title 5. (b) Any State funds received pursuant to this application shall be used solely for defraying the development cost of the proposed project. If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials, (c) Pursuant to the provisions of Section 81837 of the Education Code, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction. (d) No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services, Department of State Architect. (e) Pursuant to the provisions of Section 57001 of Title 5 of the California Code of Regulations, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed

construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time during the project, at the completion of the project, or both. (f) Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with provisions of Section 81130 of the Education Code and that it conforms with the approved plans and specifications. (g) Pursuant to the provisions of Section 8 of the Budget Act, no contract will be awarded prior to the allocation of funds to the Board of Governors by the Public Works Board.

NOW, THEREFORE BE IT RESOLVED: It is understood by Coast Community College District that: (a) No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented in this application and as approved by the Public Works Board. (b) The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application. (c) Any fraudulent statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this application or payment of any funds awarded on the project presented in this application.

BE IT FURTHER RESOLVED: (a) The appropriation, which may be made for the project presented in this application, does not make an absolute grant of that amount to the applicant. (b) The appropriation is made only to fund the project presented in the application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation. (c) A reduction in the scope of the project or assignable areas shall result in a proportionate reduction in the funds available from the appropriation.

Final Project Proposal Funding Requests

Orange Coast College: Chemistry Building Renovation/Expansion

Project Element	State Funds Requested	Non State Funds (District Funds)	Project Costs
Land Acquisition	\$0	\$0	\$0
Preliminary Plans	\$557,966	\$185,989	\$743,955
Working Drawings	\$608,997	\$202,999	\$811,996
Construction Funding	\$13,060,739	\$4,353,579	\$17,414,318
Equipment	\$522,390	\$174,130	\$696,520
Total	\$14,750,092	\$4,916,697	\$19,666,789

It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Final Project Proposal Funding Request and any related documents. (See Attachment #23)

Fiscal Impact: \$19,666,789 (2011-2012 State Capital Outlay Funds/District Funds)
 \$14,750,092 (State Capital Outlay Funds)
 \$4,916,697 (Measure C General Obligation Bond Funds or Other)
 Master Plan Approved Projects
 Chemistry Building Renovation/Expansion, Orange Coast College

4.11.03

**Coast Community College District Board of Trustees Resolution #09-33
Adoption of Resolution to Participate in the State Capital Outlay Program Budget
Year 2011-2012**

The District has received instructions from the California Community College Chancellor's Office for submitting Final Project Proposals (FPP) for 2011-2012 State Capital Outlay Program. Final Project Proposals are statements of need, intent, scope, justification, estimated costs and project schedule. The District supports submittal of the Final Project Proposal listed below for this funding cycle:

**Golden West College, Criminal Justice Training Center
New Construction of 25,924 Assignable Square Feet**

WHEREAS, Coast Community College District hereby requests State Funds in the amount prescribed by law for the project named herein.

WHEREAS, Coast Community College District hereby assures the Board of Governors of the California Community Colleges that: (a) Pursuant to the provisions of Section 57001.5 of Title 5 of the California Code of Regulations no part of the application includes a request for funding the planning or construction of dormitories, stadiums, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in 57001.5 of Title 5. (b) Any State funds received pursuant to this application shall be used solely for defraying the development cost of the proposed project. If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials, (c) Pursuant to the provisions of Section 81837 of the Education Code, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction. (d) No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services, Department of State Architect. (e) Pursuant to the provisions of Section 57001 of Title 5 of the California Code of Regulations, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time during the project, at the completion of the project, or both. (f) Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with provisions of Section 81130 of the Education Code and that it conforms with the approved plans and specifications. (g) Pursuant to the provisions of Section 8 of the Budget Act, no contract will be awarded prior to the allocation of funds to the Board of Governors by the Public Works Board.

NOW, THEREFORE BE IT RESOLVED: It is understood by Coast Community College District that: (a) No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented in this application and as approved by the Public Works Board. (b) The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application. (c) Any fraudulent statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this application or payment of any funds awarded on the project presented in this application.

BE IT FURTHER RESOLVED: (a) The appropriation, which may be made for the project presented in this application, does not make an absolute grant of that amount to the applicant. (b) The appropriation is made only to fund the project presented in the application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation. (c) A reduction in the scope of the project or assignable areas shall result in a proportionate reduction in the funds available from the appropriation.

Final Project Proposal Funding Requests

Golden West College, Criminal Justice Training Center

Project Element	State Funds Requested	Non State Funds (District Funds)	Project Costs
Land Acquisition	\$0	\$0	\$0
Preliminary Plans	\$375,951	\$202,435	\$575,676
Working Drawings	\$373,241	\$200,976	\$574,217
Construction Funding	\$9,072,476	\$4,885,179	\$13,957,655
Equipment	\$699,116	\$376,447	\$1,075,563
Total	\$10,520,784	\$5,665,037	\$16,185,821

It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Final Project Proposal Funding Request and any related documents. (See Attachment #22)

Fiscal Impact: \$16,185,821 (2011-2012 State Capital Outlay Funds/District Funds)
\$10,520,784 (State Capital Outlay Funds)
\$5,665,037 (Measure C General Obligation Bond Funds or Other)
Master Plan Approved Projects
Criminal Justice Training Center, Golden West College

CCCD Board of Trustees

Agenda Detail

Motion:

Board of Trustees, Golden West College, Criminal Justice Training Center

4.12 Approval of Minutes

Meeting: 06/17/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

4.12 Approval of Minutes

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Minutes of the following meetings be approved:

Special Meeting of: May 18, 2009
Regular meeting of: May 20, 2009
Regular Meeting of: May 20, 2009



Min 05-20-09 Reg at GW.pdf SM Min 5-18-09.pdf

5.00 Public Comment (Items not on Agenda)

Meeting: 06/17/2009 Regular Meeting
Category: 5. Public Comment
Agenda Type: Information
Public Access: Yes

Agenda Item Content

5.00 Public Comment (Items not on Agenda)

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

The Board requests that the public speak on matters which are on this agenda at the time that the item is considered by the Board. Public Comment regarding matters not on the Agenda will be taken at this time. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.

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

Agenda Item Content

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6.00 Adjournment

Category: 6. Adjournment

Public Access: Yes

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Agenda Items: 2019

SECRETED BY SECRETARY OF DEFENSE, 1992. FILED IN OFFICE OF THE SECRETARY OF DEFENSE, 1992. CHAIRMAN, JOINT CHIEFS OF STAFF, 1992.

Special Meeting

Board of Trustees Coast Community College District

District Board Room

1:00 p.m. Special Meeting

May 18, 2009

MINUTES

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

1. Call to Order

Board President Jim Moreno called the meeting to order at 1:03 p.m.

2. Roll Call

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

Trustees Absent: Student Trustee Michael Battistone was excused from this meeting.

3. Opportunity for Public Comment (Items on the Agenda)

There were no requests to speak during Public Comment.

4. Recess to Closed Session

The Board recessed to Closed Session at 1:05 p.m.

5. Closed Session

The Board recessed to Closed Session to discuss the following items:

- a. Public Employment (Pursuant to Government Code Section 54957)
Interviews with Candidates for Interim President, Orange Coast College
- b. Conference with Labor Negotiator (Pursuant to Government Code Section 54957.6)
Unrepresented Employee: Interim President, Orange Coast College
District Negotiators: Board President and Acting Chancellor

6. Report of Action from Closed Session (if any)

The Board reconvened to Open Session of the Meeting at 4:58 p.m. to report on action taken during Closed Session. No action was reported.

7. Adjournment

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

Motion carried with the following vote:

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

The meeting adjourned at 4:59 p.m.

Secretary of the Board of Trustees

Regular Meeting

Board of Trustees Coast Community College District

Golden West College Student Center – 4:30 p.m.

May 20, 2009

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on May 20, 2009 in the Student Center at Golden West College.

1. Call to Order

Board President Jim Moreno called the meeting to order at 4:32 p.m.

2. Pledge of Allegiance

Trustee Patterson led the Pledge of Allegiance to the Flag of the United States of America.

3. Roll Call

Trustees Present: Mary Hornbuckle, Walt Howald, Jim Moreno, Jerry Patterson, Lorraine Prinsky and Student Trustee Michael Battistone

Trustees Absent: None

4. Opportunity for Public Comment

There were no requests to speak during Public Comment.

5. Dinner with Associated Students of Golden West College and “Pass the Gavel” Ceremony

The Pass the Gavel Dinner Ceremony was held with the Associated Students of Golden West College. The outgoing officers reviewed their accomplishments of the past year, and introduced the new officers for the 2009-2010 academic year.

6. Adjournment

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

Motion carried with the following vote:

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

The meeting was adjourned at 5:45 p.m.

Secretary of the Board of Trustees

Regular Meeting
Board of Trustees
Coast Community College District

District Board Room
6:30 p.m. Regular Meeting

May 20, 2009

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on May 20, 2009 in the Board Room at the District Office.

1.00 Procedural Matters

1.01 Call to Order

Board President Jim Moreno called the meeting to order at 6:32 p.m.

1.02 Roll Call

Trustees Present: Jim Moreno, Jerry Patterson, Mary Hornbuckle, Walter Howald,
Lorraine Prinsky and Student Trustee Michael Battistone

Trustees Absent: None

1.03 Pledge of Allegiance

Board Clerk Jerry Patterson led the Pledge of Allegiance to the United States of America.

1.04 Public Comment (Open Session – Items on Agenda)

Marilyn Kennedy addressed and thanked the Board for their attention in looking into the travel practices and procedures at Orange Coast College.

It was moved by Mr. Patterson and seconded by Mr. Howald to recess to Closed Session to discuss Agenda item 5.02.01 # 10 Interim President, Orange Coast College, and to move Agenda Item 5.05 Approval of Employment Agreement: Interim President, Orange Coast College, to be heard immediately when the Board reconvened to Open Session.

Motion carried with the following vote:

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

The Board of Trustees recessed the Regular Meeting for Closed Session at 6:35 p.m.

The Board of Trustees reconvened the Regular Meeting at 6:43 p.m.

Board President Jim Moreno announced that on a motion by Mr. Patterson and seconded by Mr. Howald, the Board voted unanimously to appoint Denise Whittaker as Interim President of Orange Coast College, effective July 1, 2009.

5.05 Approval of Employment Agreement: Interim President, Orange Coast College

It was moved by Mr. Patterson and seconded by Mr. Howald to approve Agenda Item 5.05, Employee Agreement: Interim President Orange Coast College.

Motion carried with the following vote:

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

1.05 Acceptance of Retirements

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

Faculty

Bise, Robert G., OCC, Instructor, Economics, retirement effective 06/01/09.
Huang, Eleanor B., OCC, Instructor, Food/Nutrition/Dietetic, retirement effective 06/01/09.
Karasuda, Shin, OCC, Instructor, Computer Science, retirement effective 06/01/09.
Ragenovich, Christine, OCC, Instructor, Political Science, retirement effective 06/01/09.
Shrock, Cheryl R., OCC, Instructor, Computer Aided Design/Drafting, retirement effective 06/01/09.
Tarlos, Theresa L., OCC Instructor, Geography, retirement effective 06/01/09.
Wendell, Robert, OCC, Instructor, Art, retirement effective 06/01/09.

Classified

Lavoie, Gladys J., GWC, Switchboard Operator, Sr., retirement effective 04/14/09.

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to accept these retirements.

Motion carried with the following vote:

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

1.06 Acknowledgement of the Student Trustee Michael Battistone

President Moreno thanked Michael Battistone for his service on the Board this past year, and invited the other Trustees to speak. The Trustees commented that it was a pleasure working with Mr. Battistone, acknowledged him for his participation on the Board, and wished him success in the future. President Moreno presented Mr. Battistone with a gift from the Board to thank him for his service.

2.00 General Information and Reports

2.01 Informative Reports

(Oral reports shall be limited to a maximum of three minutes. If requested and provided to the Board during the oral report, a written report shall be included as part of the public record. These reports generally will cover issues such as past and upcoming activities, student enrollment, budgetary issues, student concerns, and employee concerns)

2.01.01 Report from the Chancellor

Acting Chancellor Ding-Jo Currie provided a report to the Board.

It was moved by Mr. Patterson and seconded by Mr. Howald to add a Board of Trustees Meeting devoted to the Budget on June 3, 2009 at 5:00 p.m.

Motion carried with the following vote:

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

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to advance and hear Agenda Item 2.02.04, Recognition and Appreciation of Community Members Volunteer Service to the Coast Community College District at this time.

Motion carried with the following vote:

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

Led by Board President Moreno, the Board recognized the following community members for their volunteer service in support of the District and its students in our community.

Cathy Meshuk, Community Representative, Orange County Legislative Task Force
Hank Panian, At-Large Representative, Measure C Citizens' Oversight Committee
Tony Aguilar, College Support Group Representative, C Citizens' Oversight Committee
KimOnh Nguyen Lam, At-Large Representative, Measure C Citizens' Oversight Committee
Jereme VanDal, Student Representative, Measure C Citizens' Oversight Committee

2.01.02 Reports from the Presidents

The following college presidents or designee provided brief reports to the Board:

Wes Bryan, Golden West College (GWC)
Acting President, Cheryl Babler, Coastline Community College (CCC)
Vice President of Student Services, Jess Craig, Orange Coast College (OCC)

2.01.03 Reports from the Officers of Student Government Organizations

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

Reema Chand, Student Advisory Council, Coastline Community College
Kris Cutting, Student Senate, Orange Coast College
David Lopez, Associated Students, Golden West College

2.01.04 Reports from the Academic Senate

Diane Restelli, Golden West College (GWC) Academic Senate President
Eduardo Arismendi-Pardi, Orange Coast College (OCC) Academic Senate President

It was moved by Mr. Patterson and seconded by Dr. Prinsky to ask Acting Chancellor Dr. Currie to address Dr. Arismendi-Pardi's concerns regarding management hiring timelines and policy on hiring interim managers, and provide the Board with a report at a future meeting.

Motion carried with the following vote:

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

2.01.05 Reports from Employee Representative Groups

Reports were presented by:

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

2.01.06 Reports from the Board of Trustees

Board members provided individual reports.

It was moved by Mr. Howald and seconded by Mr. Patterson to add Resolution #09-27, Resolution Opposing State Senate Bill 218 to the Agenda at this point as an urgent matter which arose subsequent to the publication of the Agenda.

Motion carried with the following vote:

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

It was moved by Mr. Howald and seconded by Mr. Moreno to adopt Resolution #09-27, Resolution Opposing State Senate Bill 218.

Motion carried with the following vote:

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

2.01.07 Reports from the Board Committees

Mr. Howald and Mr. Patterson provided a report on the Land Development Committee and Mr. Howald provided a report on the Career and Technical Education Committee. Mr. Patterson indicated that he would like to see a report of the OCC Planetarium Project on the next Land Development Committee meeting agenda. In addition, Mr. Howald would also like to see a report of the Boys & Girls Club at Golden West College on the June 3, 2009 Land Development Committee Meeting Agenda.

2.01.08 Review of Internal Audit Report

It was moved by Mr. Patterson and seconded by Mr. Howald to receive and file the Internal Audit Report submitted by Richard Kudlik, CPA, Director of Internal Audit Services.

Motion carried with the following vote:

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

2.02 Matters for Review, Discussion and/or Action

2.02.01 Review of Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates presented in the May 20, 2009 Agenda.

**2.02.02 Consideration of Association of Community College Trustees (ACCT)
& California Community Colleges League (CCLC) Meeting and Conferences**

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

2.02.03 Opportunity for the Board to Review the Board Directives Log

(The Board Directives Log tracks requests made by the Board of Trustees. A copy of the Board Directives Log is available for review in the Board of Trustees' Office and at Board meetings. The Board may take action pertaining to matters on the Log, by adding, deleting, or modifying items.)

Following review and discussion of the Board Directives Log, it was moved by Mr. Patterson and seconded by Mr. Howald to apply the following changes and correction as they correspond to the items listed on the Board Directives Log on the May 20, 2009 Agenda:

- Item 2 – The Agenda due date was changed to September 16, 2009
- Item 3 – The Agenda due date was changed to July 15, 2009
- Item 4 – The Agenda due date was changed to September 16, 2009
- Item 5 – The Agenda due date was changed to June 17, 2009
- Item 6 – The Agenda due date was corrected from July 17, 2009 to July 15, 2009
- Item 7 – The Agenda due date was changed to June 17, 2009
- Item 8 – The Agenda due date was changed to August 19, 2009

Motion carried with the following vote:

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

**2.02.04 Recognition and Appreciation of Community Members Volunteer Service
to the Coast Community College District**

This item was moved forward and heard earlier in the agenda.

2.02.05 Awards and Accolades 2008-2009

The Board reviewed the list of accomplishments, awards and accolades from the 2008-2009 academic year, and commended the colleges and District for their work and support to make these things possible.

**2.02.06 Opportunity for the Board of Trustees' Review of Occupational and
Vocational Certificate Programs (All Three Colleges)**

The Board reviewed the Occupational and Vocational Certificate Programs submitted by the three colleges, as attached to the May 20, 2009 Agenda.

**2.02.07 Public Hearing – Coast Community College District's Initial Proposal
to Reopen Negotiations between the Coast Community College District
and Coast Community College Association/California Teachers
Association-National Educators Association (Coast CCA/CTA-NEA)**

The Board opened the Public Hearing at 8:26 p.m.

There were no comments made during the Public Hearing.

The Public Hearing was closed at 8:28 p.m.

2.02.08 Public Hearing – Coast Community College District’s Initial Proposal to Reopen Negotiations between the Coast Community College District and Coast Community College Association/California Teachers Association-National Educators Association (Coast CCA/CTA-NEA)

The Board opened the Public Hearing at 8:30 p.m.

There were no comments made during the Public Hearing.

The Public Hearing was closed at 8:31 p.m.

2.03 Review of Buildings and Grounds Reports

The Board reviewed the Buildings and Grounds Reports as presented in the May 20, 2009 Agenda.

3.00 Consent Calendar

The Board reviewed the Consent Calendar and it was moved by Mr. Patterson and seconded by Dr. Prinsky to approve the items on the Consent Calendar in its entirety as listed in the May 20, 2009 Agenda.

Motion carried with the following vote:

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

4.01 Action Items

4.02 Approval of Agreements – Coastline Community College

4.02.01 Approve Agreement between Employment Development Department (EDD) and the Coast Community College District for the Purpose of Reimbursing Coast Community College District EDD’s Share of the Telephone Service Costs at 125 Technology Drive West, Irvine, CA 92618

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the Agreement between Employment Development Department and the Coast Community College District for reimbursement of telephone service costs. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. The Board further authorized the Board President or designee, to sign the contracts and any related documents.

Fiscal Impact: Gross income of \$18,550

Motion carried with the following vote:

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

4.02.02 Approve Agreement between Employment Development Department (EDD) and the Coast Community College District for the Purpose of Reimbursing Coast Community College District EDD's Share of the Telephone Service Costs at 5405 Garden Grove Boulevard, Westminster, CA 92683

It was moved by Mr. Howald and seconded by Mr. Moreno to approve the Agreement between Employment Development Department and the Coast Community College District for reimbursement of telephone service. The Board further authorized the Board President or designee, to sign the contracts and any related documents.

Fiscal Impact: Gross income of \$ 15,675

Motion carried with the following vote:

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

4.02.03 Approve Agreement between U.S. College Compass, LLC and the Coast Community College District for Assessment, Counseling, College Preparation and Faculty Development Services

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the Agreement between U.S. College Compass, LLC and the Coast Community College District to assess and prepare students selected for admission to Guangzhou Xiangjiang High School in China for future admission to a United States College or University by providing assessment, counseling, college preparation and faculty development services. U.S. College Compass, LLC shall pay District \$63,720 for the services provided under this Agreement and will reimburse District for travel and incidentals incurred for delivery of these services. The term of the Agreement is from May 21, 2009 through June 30, 2010. The Board further authorized the Board President or designee, to sign the contracts and any related documents.

Fiscal Impact: Gross income of \$63,720

Motion carried with the following vote:

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

4.03 Approval of Agreements – Golden West College

None

4.04 Approval of Agreements – Orange Coast College

4.04.01 Approve Non-Standard Agreement between the Community College Library Consortium and the Coast Community College District (Orange Coast College) for the renewal cycle for the OCC Library electronic databases Effective July 1, 2009, through June 30, 2010. Original date of agreement for The databases: PsycINFO

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the Agreement between the Community College Library Consortium and the Coast Community College District for the renewal cycle for the OCC Library electronic databases effective July 1, 2009, through June 30, 2010. The Board further authorized the Board President or designee, to sign the contracts and any related documents.

Fiscal Impact: \$3,876.00

Motion carried with the following vote:

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

4.04.02 Approve Standard Agreement for contracted educational services between the United States Marine Corps, 1st Marine Division and the Coast Community College District for the purpose of offering instruction in Residential Electrical (CNST A275)

It was moved by Mr. Moreno and seconded by Mr. Howald to approve the Agreement between the United States Marine Corps, 1st Marine Division and the Coast Community College District for the purpose of offering instruction in Residential Electrical as requested by the company for the period May 25, 2009, through June 19, 2009. The Board further authorized the Board President or designee, to sign the contracts and any related documents.

Fiscal Impact: OCC to receive \$20,650 for this contract. Net proceeds will go to the OCC/USMC account after direct costs of the program.

Motion carried with the following vote:

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

4.04.03 Approve Standard Agreement for contracted educational services between the United States Marine Corps, 1st Marine Division and the Coast Community College District for the purpose of offering instruction in Heating, Ventilation, Air

Conditioning, and Refrigeration (HVAC A101)

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the Agreement between the United States Marine Corps, 1st Marine Division and the Coast Community College District for the purpose of offering instruction in HVAC & R as requested by the company for the period June 22, 2009, through July 3, 2009. The Board further authorized the Board President or designee, to sign the contracts and any related documents.

Fiscal Impact: OCC to receive \$9,650 for this contract. Net proceeds will go to the OCC/USMC account after direct costs of the program.

Motion carried with the following vote:

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

4.05 Approval of Agreements – District

None

4.06 Buildings and Grounds Approvals

4.06.01 Authorization to File Notice of Completion

It was moved by Mr. Howald and seconded by Mr. Moreno 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 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 Sailing Center Remodel; Bid No. 1940

Contractor: Telacu Corporation

Motion carried with the following vote:

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

4.06.02 Bid Tabulations and Award of Contract; Orange Coast College Consumer Health and Science Buildings (ABC Building); Bid No. 1965

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky that a contract be awarded to the lowest qualified base bid in Categories B, D, F, G, H, I, J, K, L, M, N, O, and Q as shown below. The Board further authorized the Board President or designee, to sign the contracts and any related documents.

<u>Category B – Landscape/Irrigation</u>	<u>Base Bid</u>
1. DMA Greencare Contracting, Inc. 3000 E. Coronado, Anaheim, CA 92806	\$ 254,849.00
2. Nature Tech Landscaping, Inc., Riverside, CA 92507	\$ 275,160.00
3. Sierra Landscape Company, Palm Desert, CA 92211	\$ 278,837.00
4. American Landscape, Inc., Canoga Park, CA 91304	\$ 279,823.00
5. FYR Landscaping Inc. dba Pierre Sprinkler & Landscape, Baldwin Park, CA 91706	\$ 281,218.00
6. Marina Landscape, Inc., Anaheim, CA 92805	\$ 284,999.00
7. Emerald Landscape Services, Inc., Placentia, CA 92870	\$ 298,800.00
8. America West Landscape, Inc., Chino, CA 91710	\$ 336,661.90
9. Elite Landscaping Inc., Clovis, CA 93612	\$ 370,832.00
10. Bennett Landscape, Harbor City, CA 90710	\$ 415,695.21
11. American Gardens, Torrance, CA 90504	\$ 494,990.00
 <u>Category D – Masonry</u>	
1. Industrial Masonry, Inc. 1600 East Steel Road, Colton, CA 92324	\$ 588,400.00
2. Frazier Masonry Corporation, Lancaster, CA 93535	\$ 648,470.00
3. New Dimension Masonry, Inc., San Diego, CA 92110	\$ 845,880.00
 <u>Category F – Finish Carpentry/Lab Furnishings & Equipment</u>	
1. ISEC 6161 Chip Avenue, Cypress, CA 90630	\$1,395,402.00
2. Dow Diversified, Inc., Costa Mesa, CA 92627	\$1,521,851.00
3. Lozano Caseworks, Inc., Colton, CA 92324	\$1,616,943.00
 <u>Category G – Roofing/Waterproofing</u>	
1. Western States Roof Systems, Northridge, CA 91324 (Disqualified as non-responsive)	\$ 324,900.00
2. Best Contracting Services, Inc. 19027 S. Hamilton Avenue, Gardena, CA 90248	\$ 354,453.00
3. Progressive Services dba Progressive Roofing, San Diego, CA 92111	\$ 380,828.00
4. Danny Letner Inc. dba Letner Roofing company, Orange, CA 92867	\$ 395,200.00
5. Troyer Contracting Company, Inc., Santa Fe Springs, CA 90670	\$ 417,894.00
6. DRI Commercial Corporation, Irvine, CA 92614	\$ 479,320.00
 <u>Category H – Sheet Metal</u>	
1. Troyer Contracting Company, Inc., Santa Fe Springs, CA 90670 (Withdrew due to clerical error)	\$ 147,363.00
2. Best Contracting Services, Inc., Gardena, CA 90248 19027 S. Hamilton Avenue, Gardena, CA 90248	\$ 310,000.00

Category I – Glass & Glazing

- | | |
|--|-----------------------|
| 1. Heinaman Contract Glazing | \$2,380,780.00 |
| 26981 Vista Terrace Drive, Suite E, Lake Forest, CA 92630 | |
| 2. Perfection Glass, Inc., Lake Elsinore, CA 92530 | \$2,400,000.00 |
| 3. Roy E. Whitehead, Inc., Riverside, CA 92509 | \$3,295,000.00 |
| 4. Best Contracting Services, Inc., Gardena, CA 90248 | \$3,397,998.00 |

Category J – Drywall/Plaster/Framing/Fireproofing/Doors/Hardware

- | | |
|--|-----------------------|
| 1. Richard & Richard Construction Co., Inc. | \$2,668,000.00 |
| 234 Venture Street, Suite 100, San Marcos, CA 92078 | |
| 2. Sierra Lathing Company, Inc., Rialto, CA 92376 | \$3,022,150.00 |
| 3. Premier Wall Constructors Inc., Corona, CA 92880 | \$3,158,000.00 |
| 4. Frye Construction Inc., Bakersfield, CA 93312 | \$3,240,000.00 |
| 5. Anning-Johnson Company, San Diego, CA 92121 | \$3,396,000.00 |
| 6. Superior Wall Systems, Inc., Fullerton, CA 92831 | \$3,543,210.00 |
| 7. USS Cal Builders, Inc., Stanton, CA 90680 | \$3,658,000.00 |
| 8. Angeles Contractor, Inc., Buena Park, CA 90621 | \$3,717,000.00 |
| 9. Martin Bros./Marcowall, Inc., Gardena, CA 90248 | \$3,830,893.00 |
| 10. Best Interiors, Inc., Anaheim, CA 92806 | \$4,029,207.00 |
| 11. Mowery-Thomason, Inc., Anaheim, CA 92806 | \$4,157,000.00 |

Category K – Ceramic Tile

- | | |
|---|----------------------|
| 1. Precision Floor Covering, Inc. | \$ 156,245.16 |
| 17762 Mitchell North, Irvine, CA 92614 | |
| 2. J. Colavin & Son Inc., Los Angeles, CA 90032 | \$ 170,100.00 |
| 3. Inland Pacific Tile, Inc., San Bernardino, CA 92408 | \$ 177,790.00 |
| 4. Premier Tile & Marble, Monterey Park, CA 91754 | \$ 222,110.00 |
| 5. Continental Marble and Tile Company, Corona, CA 92879 | \$ 233,623.00 |
| 6. Dale Ryan, Inc., Newhall, CA 91321 | \$ 269,000.00 |
| 7. R & S Carpet Service, Inc. dba R & S Floor Covering, Ontario, CA 91761 | \$ 309,780.00 |

Category L – Acoustical Ceilings

- | | |
|--|----------------------|
| 1. Elljay Acoustics, Inc. | \$ 454,470.00 |
| 511 Cameron Street, Placentia, CA 92870 | |
| 2. Southcoast Acoustical Interiors, Inc., Rancho Cucamonga, CA 91730 | \$ 460,090.00 |
| 3. Cochran Interiors, Inc., Arcadia, CA 91006 | \$ 467,000.00 |
| 4. Preferred Ceilings, Inc., Brea, CA 92821 | \$ 535,490.00 |
| 5. Grani Installation Inc., Escondido, CA 92029 | \$ 540,000.00 |

Category M – Flooring

- | | |
|---|----------------------|
| 1. Reliable Floor Covering, Inc., Westlake Village, CA 91361
(Withdrawn bid due to clerical error) | \$ 555,956.00 |
| 2. SCS Flooring Systems, Inc. | \$ 620,000.00 |
| 530 S. Main Street, Suite 110, Orange, CA 92868 | |
| 3. R & S Carpet Service, Inc. dba R & S Floor Covering, Ontario, CA 91761 | \$ 621,490.00 |
| 4. Precision Floor Covering, Inc., Irvine, CA 92614 | \$ 638,003.03 |
| 5. The Rouse Company, Irvine, CA 92614 | \$ 672,000.00 |
| 6. Donald M. Hoover Company, Fontana, CA 92335 | \$ 716,355.00 |

Category N – Painting

1. J. Kel Painting & Wallcovering Inc., Corona, CA 92882 (Withdrew due to clerical error)	\$ 206,385.00
2. Industry Coatings 3710 Barbara Street, San Pedro, CA 90731	\$ 392,945.00
3. Alonso Painting, Spring Valley, CA 91977	\$ 406,587.00
4. Pecoraro, Inc., San Diego, CA 92101	\$ 410,000.00
5. C.T. Georgiou Painting Co., Wilmington, CA 90744	\$ 419,000.00
6. Horizon Painting Co., Inc., El Cajon, CA 92020	\$ 419,288.00
7. A.J. Fistes Corporation, Long Beach, CA 90806	\$ 488,900.00
8. Western Painting & Wallcovering, Inc., Monrovia, CA 91016	\$ 494,427.00
9. Borbon Incorporated, Buena Park, CA 90620	\$ 589,890.00
10. Nike Construction Co., Sylmar, CA 91001	\$ 594,000.00
11. Prime Painting Contractors Inc., Northridge, CA 91325	\$ 674,000.00
12. Bithell, Inc., Covina, CA 91724	\$ 680,000.00

Category O – Project Specialties/Toilet Partitions/Signage

1. Richard & Richard Construction Co., Inc., San Marcos, CA 92078 (Withdrew due to clerical error)	\$ 442,786.00
2. RVH Constructors, Inc. 320 South Milliken Avenue, Suite A, Ontario, CA 91761	\$ 509,800.00
3. Robert L. Reeves Construction Company, Paramount, CA 90723	\$ 534,869.00
4. USS Cal Builders, Inc., Stanton, CA 90680	\$ 538,000.00
5. JRH Construction Company, Inc., Tustin, CA 92780	\$ 578,989.00
6. Inland Building Construction Companies, Inc., San Bernardino, CA 92408	\$ 603,000.00
7. Inland Empire Architectural Specialties, Inc., Riverside, CA 92507	\$ 625,200.00
8. American Gardens, Torrance, CA 90504	\$ 629,000.00
9. Gamma Builders, Inc., Rancho Santa Margarita, CA 92688	\$ 910,000.00

Category Q – Fire Protection

1. Qualco Fire Protection, Inc., Santa Fe Springs, CA 90670 (Withdrew due to clerical error)	\$ 238,490.00
2. Cosco Fire Protection Inc. 501 W. Southern Avenue, Orange, CA 92865	\$ 372,477.00
3. Alpha Mechanical Heating & Air Conditioning Inc., San Diego, CA 92123	\$ 372,900.00
4. J.G. Tate Fire Protection Systems, Inc., Poway, CA 92064	\$ 388,111.00
5. Skyline Fire Protection Inc., Corona, CA 92882	\$ 389,700.00
6. CMA Fire Protection dba RLH Fire Protection, Bakersfield, CA 93308	\$ 433,000.00
7. Gamma Builders, Inc., Rancho Santa Margarita, CA 92688	\$ 528,900.00

Fiscal Impact: \$10,457,821.16 (Measure C – General Obligation Bond Fund)
 Master Plan Approved Project
 OCC Science Facilities
 OCC New Consumer Health & Lab Science Building – New
 Construction (OCC ABC Building)

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No: None
Absent: None

4.06.03 Approve Addendum No. 2 to Steinberg Architects; Golden West College Learning Resource Center

It was moved by Mr. Moreno and seconded by Dr. Prinsky to approve Addendum No. 2 for additional architectural services for the Golden West College Learning Resource Center. The Board further authorized the Board President, or designee, to sign the agreement and any related documents.

The scope of services is to include the following:

- | | | |
|----|--|-----------|
| 1. | Additional plan check services due to geotechnical engineering review. | \$ 25,225 |
| 2. | Additional utilities design and coordination. | \$ 13,630 |
| 3. | Additional plan check services for constructability review. | -0- |
| 4. | Additional bidding phase services for re-bid as multiple prime. | \$ 47,687 |
| 5. | Construction administration phase services. | \$104,000 |
| 6. | Reimbursable Expenses | \$ 5,000 |

Golden West College's Vice President of Administrative Services along with the construction manager, URS, was able to negotiate this additional service request down from \$290,784 to \$195,542. Item No. 3 was negotiated to a zero cost to the College.

Fiscal Impact: \$195,542 (General Obligation Bond Fund)
Master Plan Approved Project
Golden West College Learning Resource Center

Motion carried with the following vote:

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

4.06.04 Authorization for Addendum No. 3 to LPA Architecture; Orange Coast College Consumer Health and Science Lab Building (ABC Building)

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve Addendum No. 3 for additional architectural services for the Orange Coast College Consumer Health & Science Building (ABC Building). The Board further authorized the Board President, or designee, to sign the agreement and any related documents.

The scope of services is to include the following:

- | | | |
|----|---|----------|
| 1. | Additional LEED's Specifications Services | \$ 4,200 |
|----|---|----------|

2.	Additional Fire Sprinkler Design Services	\$39,300
3.	Additional Electrical Engineering Services	\$ 3,250
4.	Additional Laboratory Design Services	\$22,200
5.	Additional Mechanical Engineering Services	\$14,650
6.	Additional Civil Engineering Services	\$ 5,000
7.	Additional Architectural Services	\$28,860

The total cost for all additional services: \$117,460

Fiscal Impact: \$117,460 (State Funding/General Obligation Bond Fund)
Master Plan Approved Project
OCC Science Facilities
OCC New Consumer Health & Lab Science Building –
New Construction (OCC ABC Building)

Motion carried with the following vote:

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

4.07 General Items of Business – Golden West College

4.07.01 Authorization to Build Capacity and Sustainability within the NARET Project

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the purchase of a Southwest Skystream 3.7 Wind Turbine and other equipment to develop curriculum, community demonstration, and electrical generation at GWC's U.S. partner institution in the NARET consortium, Turtle Mountain Community College, North Dakota (TMCC). The Board further authorized the Board President, or designee, to sign the agreement and any related documents.

Fiscal Impact: \$15,000 for equipment and \$15,000 for stipends for a total of \$30,000 from NARET grant funds. GWC has been awarded a \$30,000 supplemental grant to the NARET project. No matching funds are required.

Motion carried with the following vote:

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

4.08 General Items of Business – District

4.08.01 Appointments to Citizens' Oversight Committee to Fill Vacant Positions

It was moved by Mr. Patterson and seconded by Mr. Howald that the following appointment be approved to serve on the Citizens' Oversight Committee:

(1) Reema Chand, Student Representative, to fulfill the one-year term of service vacated due to the term expiration of Jereme Van Dal, ending March 2010.

Fiscal Impact: None to the District

Motion carried with the following vote:

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

4.09 Personnel Action Items

4.09.01 Adoption of Chancellor Position Profile

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to adopt the Chancellor position profile.

Motion carried with the following vote:

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

4.10 Policy Implementation

4.10.01 Adoption of Policy 020-1-2, Board of Trustees' Standards for Administration

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle to adopt Policy 020-1-2, Board of Trustees' Standards for Administration.

Motion carried with the following vote:

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

4.10.02 Adoption of Policy 010-2-21, Board of Trustees' Career Technical Education Committee

It was moved by Mr. Howald and seconded by Dr. Prinsky to adopt Policy 010-2-21, Board of Trustees' Career Technical Education Committee with minor changes.

Motion carried with the following vote:

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

4.10.03 Adoption of Policy 010-2-20, District Student Council

It was moved by Mr. Battistone and seconded by Mr. Howald to adopt Policy 010-2-20, District Student Council.

Motion carried with the following vote:

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

4.11 Resolutions

4.11.01 Resolution #09-25 Adoption of Resolution of January 2009 through March 2009 Budget Transfers

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to adopt Resolution #09-25, Adoption of Resolution of January 2009 through March 2009 Budget Transfers.

Motion carried with the following vote:

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

4.11.02 Resolution # 09-26, Adoption of Resolution to Increase Income and Expenditure Budget for 2008-2009

It was moved by Mr. Moreno and seconded by Mr. Howald to adopt Resolution #09-26 to Increase Income and Expenditure Budget for 2008-2009.

Motion carried with the following vote:

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

4.11.03 Resolution #09-27, Coast Community College District Resolution in Support of the Employee Free Choice Act of 2009

It was moved by Mr. Moreno and seconded by Mr. Patterson to adopt Resolution #09-27, Coast Community College District Resolution in Support of the Employee Free Choice Act of 2009.

Motion carried with the following vote:

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

4.12 Approval of Minutes

It was moved by Mr. Patterson and seconded by Mr. Howald to approve the Minutes of the Regular Meeting of May 6, 2009 at Orange Coast College, the Minutes of the Regular Meeting of May 6, 2009 at the District Board Office and the Minutes of the Special Meeting of May 6, 2009 at the District Board Office.

Motion carried with the following vote:

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

5.01 Public Comment (Items not on the Agenda)

There were no requests to speak during Public Comment.

5.02 Recess to Closed Session

The Board recessed to Closed session at 9:15 p.m. to discuss Agenda Items 5.02.01, 5.02.02, 5.02.03, 5.02.04, 5.02.05, and 5.02.06 as listed below.

5.02.01 Public Employment (Pursuant to Government Code 54957)

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Classified Staff
 - a. Instructional Systems Development Programmer
 - b. Office Coordinator
 - c. Custodian
 - d. Maintenance, Skilled
 - e. Utility Worker
6. Classified Temporary Assignments
7. Hourly Staff
8. Substitute Classified
9. Student Workers
10. Interim President, Orange Coast College

5.02.02 Conference with Labor Negotiator (Pursuant to Government Code 54957.6)

Unrepresented Employee: Interim President, Orange Coast College
District Negotiator: Board President and Acting Chancellor

5.02.03 Conference with Labor Negotiator (Pursuant to Government Code 54957.6)

Agency Negotiator: Dr. Joseph Quarles, Vice Chancellor of Human Resources
Employee Organizations: Coast Federation of Classified Employees (CFCE),
Coast Community College Association – California Teachers Association/
National Education Association (CCCA-CTA/NEA), Coast Federation of
Educators/American Federation of Teachers (CFE/AFT)

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

Morgenstern 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
Coast Federation of Classified Employees v. Coast Community College District ("Me too" Grievance)
Campbell v. Coast Community College District (CFCE Arbitration)
Sleep v. Coast Community College District (CCCA-CTA/NEA)

5.02.05 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "c" of Government Code Section 54956.9)

Potential initiation of litigation – 1 Case

5.02.06 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "b" of Government Code Section 54956.9)

Significant exposure to litigation: Claim filed by Brian Jacobson

5.03 Reconvene Regular Meeting

The Board reconvened to Open Session of the Meeting at 11:25 p.m.

5.04 Report of Action in Closed Session

Mr. Christian Teeter, Secretary of the Board of Trustees, reported that it was moved by Ms. Hornbuckle and seconded by Mr. Patterson to approve Agenda Item 5.02.01 Public Employment items 1-9.

Motion carried with the following vote:

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

Mr. Teeter also reported that on a motion by Mr. Patterson and seconded by Dr. Prinsky the Board voted to make the Public Employment section of the Agenda available to the public at Board Meetings. In addition, future Board Meeting Agendas will state that the Public Employment section will be available by contacting the Board of Trustees' Office.

Motion carried with the following vote:

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

Mr. Teeter further reported that on a motion by Ms. Hornbuckle and seconded by Mr. Howald, the Board voted to reject the claim filed by Mr. Jacobson as listed on Item 5.02.06 on the Agenda.

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

5.05 Approval of Employment Agreement: Interim President, Orange Coast College

This item was moved forward and heard earlier in the Agenda.

6.00 Adjournment

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

Motion carried with the following vote:

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

The meeting was adjourned at 11:27 p.m.

Secretary of the Board of Trustees

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

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
1	5/20/09	Jerry Patterson 2 nd Lorraine Prinsky	Acting Chancellor	Provide a follow-up report to the Board regarding Dr. Arismendi-Pardi's concerns on management hiring timelines and policy on hiring interim managers.	Pending	P
2	05/06/09	Walt Howald	Acting Chancellor /Vice Chancellor of Administrative Services	Provide follow up report to the Board on the Banner System at a Study Session, describing costs, efficiencies and providing simple goals on what should be performed. Report should include input of the Student Trustee and Academic Senates.	September 16, 2009	P
3	05/06/09	Jerry Patterson; 2 nd Jim Moreno	Acting Chancellor	Provide the Board with a progress report, including timelines, on the review of all Management, Faculty and Classified Hiring Policies. Establish Timelines for review process. Return to Board for Reconsideration. Outline Process for Board Discussion.	September 16, 2009	P
4	05/06/09	Mary Hornbuckle 2 nd Walt Howald	Acting Chancellor/District General Counsel	Provide status report on KOCE-TV, including air time and payment issues. Refer Sales Agreement and related documents with KOCE-TV Foundation to District General Counsel for review.	July 15, 2009	P
5	05/06/09	Walt Howald 2 nd Mary Hornbuckle	Acting Chancellor	Provide progress report on Common Course Numbering: current status, steps needed to be taken to complete implementation and provision of a timeline	September 16, 2009	P
6	3/5/08	Jerry Patterson; 2 nd Walt Howald	Staff	Revisit Participatory Governance Policies and Procedures	June 17, 2009	P
7	7/16/08	Walt Howald; 2 nd 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.	July 15, 2009	P
8	8/6/08	Jerry Patterson; 2 nd 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	June 17, 2009	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
9	9/17/08	Jim Moreno; 2 nd 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	August 19, 2009	P
10	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
11	2/09/09	Walt Howald 2 nd Mary Hornbuckle	Acting Chancellor	Report back in a Year to see how the Adoption of Accountability Reporting for Community Colleges is working.	February 2010	
12	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
13	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, and allocate funding accordingly.	Pending	P

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Agreement is entered into on August 1, 2009 by and between Children's Hospital of Orange County ("Hospital") and Coast Community College District, Golden West College ("School"). This agreement will remain effective until August 1, 2011.

ARTICLE I

RECITALS

1.1 Hospital. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the Department of Health Services.

1.2 School. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

1.3 Intent. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)"), as referenced in **Exhibit A** attached hereto and incorporated herein by reference. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

1.4 Purpose of This Agreement. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE II

RESPONSIBILITIES OF SCHOOL

2.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering health care education Program(s) eligible, if necessary, for accreditation and approval by any state board or agency.

2.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

2.3 Orientation. School shall provide orientation to all students and ensure that all
*Clinical Training Affiliation Agreement Without Instructor
Between Children's Hospital of Orange County and "Golden West College"
Revised 2/09*

students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

2.3.1 School shall provide orientation to students in the following areas: (i) injury and illness prevention; (ii) patient confidentiality and HIPAA privacy and security; (iii) dress code; (iv) standard precautions for infection control; and (v) needle safety. School is responsible for verifying that students have successfully completed a CPR for Healthcare Providers course. School shall certify to Hospital that each student assigned to Hospital for clinical training has completed such orientation and CPR training using the Clinical Student Profile form, attached hereto and incorporated by reference as **Exhibit B**. School shall maintain documentation in each student's files that student has completed such orientation and CPR training and agrees to provide such documentation to Hospital upon request.

2.4 Discipline. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.

2.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

2.6 Health Clearance and Background Check. School shall ensure that each student complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, rubella and rubeola titre, mumps, DT, tuberculin skin test, influenza immunization (required annually) or declination statement and chest x-ray if determined appropriate by Hospital. School shall also ensure that students follow Hospital's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions. Also, School shall ensure to the best of its ability that all students are free from any mental or physical impairment that would prevent the student from meeting his/her training obligations at Hospital. School, at School's expense, shall ensure that a background check has been performed on each student assigned to Hospital for clinical training.

2.6.1 School shall ensure to Hospital that each student assigned to Hospital for clinical training has satisfied Hospital's health clearance and background check requirements using the Clinical Student Profile form, attached hereto and incorporated by reference as Exhibit B. School shall maintain documentation in each student's files that student has satisfied Hospital's health clearance and background check requirements and agrees to provide such documentation to Hospital upon request.

2.6.2 School shall maintain a written valid authorization from each student assigned to Hospital under this Agreement to permit Hospital to access student's files and records, including health information and background check information.

2.7 Hospital Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

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2.8 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

2.9 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

2.10 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this Section 2.10 within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

2.10.1 School shall assure and provide proof that students are covered by a health insurance policy, either through School or an individual policy. Student is responsible for his or her own health insurance coverage, if not provided by School.

2.11 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

2.12 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

ARTICLE III

RESPONSIBILITIES OF HOSPITAL

3.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital, provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide students with access to clinical areas and patient care opportunities, as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

3.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

3.3 Instruction. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

3.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Health Services and the Joint Commission.

3.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, Hospital understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, Hospital shall conduct its activities in providing Services hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy, values and ethics. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

3.6 Space and Storage. Hospital agrees to provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

3.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

3.8 Documentation. Hospital agrees to make available to students of School a copy of applicable Hospital's policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

3.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

3.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

3.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect Students when appropriate or necessary.

ARTICLE IV

RELATIONSHIP OF THE PARTIES

4.1 Term. This Agreement shall commence as of the effective date of this Agreement and shall remain in full force and effect for two (2) years unless otherwise terminated as provided herein.

4.2 Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

4.3 Relationship of Parties. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School and School's instructors and/or students an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise

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against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

4.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

4.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

4.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

ARTICLE V

CONFIDENTIALITY

5.1 Any and all of Hospital's medical records and charts created at Hospital as a result of performance under this Agreement shall be and shall remain the property of Hospital.

5.2 For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), students shall be considered to members of Hospital's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103.

5.3 In the course of clinical training at Hospital, students will have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Hospital's HIPAA Privacy and Security policies and procedures. Students will be required to participate in training related to the HIPAA Privacy and Security Rules and Hospital's HIPAA Privacy and Security policies and procedures.

5.4 Students shall be required to sign Hospital's confidentiality agreement (copy of model agreement attached as **Exhibit C**). Subject to students' completion of Hospital's confidentiality agreement, Hospital shall provide students with the necessary access to its confidential patient medical records solely for purposes of obtaining the training contemplated by this Agreement.

5.5 School shall instruct students regarding confidentiality of patient information and all applicable regulations relating to the Health Insurance Portability and Accountability Act ("HIPAA").

ARTICLE VI

INDEMNIFICATION

6.1 Hospital's Obligations to School. Hospital shall defend, indemnify and hold School, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Hospital, its officers, employees, or agents.

6.2 School's Obligations to Hospital. School shall defend, indemnify and hold Hospital, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, employees, agents, or student(s), including student's acts or omissions related to student's clinical training activities at Hospital which are not the direct result of the negligence or intentional acts or omissions of Hospital.

ARTICLE VII

GENERAL PROVISIONS

7.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

7.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

7.3 Compliance. School acknowledges that Hospital's Corporate Responsibility Program ("CRP") applies to the Program and obligations described herein and that all policies and procedures relating to this CRP are available and should be reviewed by School and students of School who are training at Hospital. Hospital acknowledges that policies, procedures and handbooks are available for review by School and School's students by contacting the Compliance Officer at the Hospital. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit, and inappropriate referrals. This CRP requires, and School hereby agrees, that any regulatory compliance concerns be promptly reported either to an appropriate Hospital manager or through the

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Hospital's Corporate Responsibility Hotline (714-289-4700). Further, School represents and warrants that students receiving training hereunder shall not at any time have been sanctioned by a health care regulatory agency and that any investigations of School shall be promptly reported to a Hospital manager or via the hotline (as above). Failure to abide by these compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

7.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

7.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

7.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital:

Children's Hospital of Orange County
455 South Main Street
Orange, CA 92868
Attn: Debra Mathias
Executive Vice President & Chief Operating Officer

If to School:

Coast Community College District
1370 Adams Ave
Costa Mesa, CA, 92626
Attn: Board of Trustees

7.7 Severability. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

7.8 Waiver. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach.

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7.9 Bond Covenants. In the event legal counsel for Hospital advises that this Agreement or any practices which could be, or are, employed in exercising rights under this Agreement poses a material risk of violating any legal requirement related to Hospital's tax exempt status or tax exempt bond financing, the parties in good faith shall undertake to revise this Agreement to comply with such legal requirements. In the event the parties are unable to agree upon the revised terms within 30 days thereafter, Hospital may terminate this Agreement immediately upon written notice to all parties hereto.

7.10 Interruption of Training. Each party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

7.11 Ambiguities. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed. Ambiguities, if any, shall not be construed against either party, irrespective of which party may be deemed to have authored this Agreement generally or the ambiguous provision specifically.

7.12 Survival. Section 2.10 (Insurance), Article 5 (Confidentiality), Article 6 (Indemnification), Section 7.4 (Governing Law), Section 7.6 (Notices), and 7.11 (Ambiguities) and this Section 7.12 shall survive the termination of this Agreement.

Signature page to follow.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

HOSPITAL: *Children's Hospital of Orange County*

By: _____

Printed Name: Debra Mathias

Title: Executive President and Chief Operating Officer

Date: _____

SCHOOL:

By: _____

Printed Name: Wes Bryan

Title: President

Date: _____

By: _____

Printed Name: _____

Title: President, Board of Trustees

Date: _____

EXHIBIT A

PROGRAM(S)

(Without On-Site School Instructor)

Name of department at School:

- Nursing

EXHIBIT B

CLINICAL STUDENT PROFILE

1. Complete the information below for each clinical group/student scheduled at CHOC and submit to CHOC's Clinical Education Department. Fax form to (714) 532-8831.
2. Attach a student roster for clinical groups.
3. School is responsible for ensuring that each clinical group/student is trained and competent on:
 - Dress Code*
 - HIPAA Privacy and Security*
 - Injury and Illness Prevention
 - Needle Safety*
 - Patient Confidentiality*
 - Standard Precautions*

*General Orientation Information
4. School is responsible for verifying that each clinical group/student has completed the following:
 - **Hepatitis-B** (proof of vaccinations or titer documenting immunity)
 - **Influenza (immunization yearly or declination statement & chest x-ray)**
 - **MMR** (2 MMR's or titers documenting immunity to measles, mumps, and rubella)
 - **Physical Exam** (documented by a physician)
 - **Tuberculosis** (2 TB skin tests within the last 12 months; example, 12/29/03 and 12/27/04)
Chest X-Ray within the last 4 years, if student has a history of a positive TB skin test
 - **Varicella** (proof of vaccinations or titer documenting immunity)
 - **Background Check Clearance**
 - **CPR** (American Heart Association: Basic Life Support for Healthcare Providers – to be renewed every 2 years)
 - **General and Professional Liability Insurance** (\$1,000,000/\$3,000,000 each)
 - **License Current** (RN, etc. if applicable)

School: _____ Student Name: _____
Course Title: _____ Student Group (RN, CA, PT, etc.): _____
Clinical Dates: From _____ To _____
Clinical Days: _____ Clinical Hours: _____
Instructor: _____ Phone: _____
Instructor Email: _____ Cell/Pager: _____

I certify that student(s) have completed the following requirements, and that supporting documentation for verification purposes is maintained at School. Please check (√) all boxes that the student(s) have completed.

- | | | |
|--|--|---|
| <input type="checkbox"/> Hepatitis B | <input type="checkbox"/> Varicella | <input type="checkbox"/> General Orientation Information* |
| <input type="checkbox"/> Influenza | <input type="checkbox"/> Background Check | <input type="checkbox"/> Health Insurance/Worker's Compensation |
| <input type="checkbox"/> MMR | <input type="checkbox"/> CPR | <input type="checkbox"/> License Current (RN, etc.) |
| <input type="checkbox"/> Physical Exam | <input type="checkbox"/> General Liability Insurance | <input type="checkbox"/> Professional Liability Insurance |
| <input type="checkbox"/> TB | | |

Instructor/School Representative (print): _____

Instructor/School Representative (signature): _____

Date: _____

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EXHIBIT C
CONFIDENTIALITY STATEMENT

(For Students)

As a Student performing duties at **Children's Hospital of Orange County ("CHOC")**, you will have access to protected health information ("PHI") of patients. Federal and State laws, including HIPAA and other policies and procedures created internally, protect the privacy and security of this PHI, including the fact that an individual was a patient at CHOC. It is illegal for you to use or disclose PHI outside the scope of your duties at CHOC. This includes oral, written, or electronic uses and disclosures. Below are some guidelines that you must be familiar with regarding the use of a patient's PHI.

1. You may use PHI as necessary to carry out your duties as a student/volunteer;
2. You may share PHI with other health care providers within CHOC for the direct treatment of the patient;
3. You may NOT photocopy or otherwise permit PHI to be duplicated in any way;
4. You may NOT photograph patients;
5. You must access only the minimum amount of PHI necessary to care for a patient or to carry out an assignment;
6. You may NOT record PHI (such as patient names, diagnoses, dates of birth, addresses, phone numbers, Social Security numbers, etc.) on any assignments you may need to turn in to your instructor, reports you may need to turn in to your program, or forms you may need to take with you;
7. You may only access the PHI of patients for whom you are caring/volunteering when there is a need for the PHI;
8. You must be aware of your surroundings when discussing PHI. As an example, it is inappropriate to discuss PHI in elevators, bathrooms, the cafeteria, and any other place for which your discussion may be overheard;
9. When disposing of any documents with PHI, do NOT place them in the trash can. Instead, the documents should be placed in the proper containers marked for shredding or another disposal container as set forth by policy and procedures for your specific department;
10. If you have questions about the use or disclosure of PHI, contact CHOC's Privacy Officer.

Please read, sign, and date this acknowledgement. Return signed form to CHOC's Student Relations Coordinator where it will be filed and you will receive a copy.

Acknowledgment

I have read and I understand the information in this document. I realize that there are penalties for which I may be subject, including criminal, for the unauthorized use and disclosure of PHI. I agree to abide by the guidelines described above when performing my duties at CHOC.

Name (Print): _____ Date: _____

Signature: _____

**CLINICAL TRAINING
AFFILIATION AGREEMENT
(With School Instructor On Hospital Premises)**

This Clinical Training Affiliation Agreement ("Agreement") is entered into and effective on August 1, 2009 ("Effective Date") by and between Children's Hospital of Orange County ("Hospital") and Coast Community College District, Golden West College ("School"). This agreement will remain effective until August 1, 2011.

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RECITALS

1.1. Hospital. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the Department of Health Services.

1.2. School. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

1.3. Instructor. Instructor shall be an employee of School and qualified to teach School's clinical training programs ("the Program(s)"), as referenced in **Exhibit A**, attached hereto and incorporated herein by reference. School shall ensure that Instructors maintain all required professional credentials and licensure necessary to provide instruction to students of Program(s). Hospital desires to provide instructor access to Hospital's clinical facilities for purposes of training and supervising students of School enrolled in the Program(s).

1.4. Intent. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)"), as referenced in **Exhibit A**, attached hereto and incorporated herein by reference. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

1.5. Purpose of This Agreement. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE II

RESPONSIBILITIES OF SCHOOL

2.1. Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program(s) eligible, if necessary, for accreditation and approval by any state board or agency.

2.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

2.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

2.3.1 School shall provide orientation to students in the following areas: (i) injury and illness prevention; (ii) patient confidentiality and HIPAA privacy and security; (iii) dress code; (iv) standard precautions for infection control; and (v) needle safety. School is responsible for verifying that students and instructors have successfully completed an American Heart Association BLS for Healthcare Providers (CPR training) course. School shall certify to Hospital that each student and instructor assigned to Hospital for clinical training has completed such orientation and CPR training using the Clinical Student Profile form and/or the Instructor Profile form, attached hereto and incorporated by reference as **Exhibit B** and **Exhibit C**, respectively. School shall maintain documentation in each student's and instructor's file that each student and instructor has completed such orientation and CPR training and agrees to provide such documentation to Hospital upon request.

2.4 Supervision. School shall supervise all students in their clinical training at Hospital and provide the necessary qualified instructors for the Program(s) who must be satisfactory to Hospital. All such instructors shall be employees of School. School also shall be responsible for instruction, counseling, control, discipline and all activities of students at Hospital.

2.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

2.6 Health Clearance and Background Check. School shall ensure that each student and instructor complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, rubella and rubeola titre, mumps, DT, tuberculin skin test, influenza immunization (required annually) or declination statement and chest x-ray, if determined appropriate by Hospital. School shall also ensure that students and instructors follow Hospital's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions. Also, School shall ensure to the best of its ability that all students and instructors are free from any mental or physical impairment that would prevent the student and/or instructor from meeting his/her training obligations at Hospital. School, at School's expense, shall ensure that a background check has been performed on each student and instructor assigned to Hospital for clinical training.

2.6.1 School shall ensure to Hospital that each student and instructor assigned to Hospital for clinical training has satisfied Hospital's health clearance and background check requirements using the Clinical Student Profile form and/or Instructor Profile form, attached hereto and incorporated by reference as **Exhibit B** and **Exhibit C**, respectively. School shall maintain documentation in each student's and instructor's file that each student and instructor have satisfied Hospital's health clearance and background check requirements and agrees to provide such documentation to Hospital upon request.

2.7 Hospital Policies and Procedures. School shall ensure that each student and instructor is aware of and understands all applicable Hospital policies and procedures and shall require each student and instructor to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

2.8 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students or instructors as a result of the Program(s).

2.9 Confidentiality. School shall instruct students and instructors who supervise students regarding confidentiality of patient information. No student or instructor shall have access to or have the right to review any medical record or quality assurance or peer review information, except where necessary in the regular course of the Program(s). School shall ensure that all students and instructors maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students and instructors do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

2.10 Insurance. School shall ensure that all students and instructors maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students and instructors, such evidence will be provided prior to the date when any new student or instructor commences participation in the Program(s).

2.10.1 School shall assure and provide proof that students and instructors are covered by a health insurance policy, either through School or an individual policy. Student and instructor are responsible for his or her own health insurance coverage, if not provided by School.

2.11 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper

conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

2.12 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

ARTICLE III

RESPONSIBILITIES OF HOSPITAL

3.1 Access. Hospital shall permit nonexclusive access to the Program(s) to instructors and those students designated by School as eligible for participation in the Program(s) at Hospital, provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

3.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

3.3 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Health Services and the Joint Commission.

3.4 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students and instructors conduct their activities in providing services hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy, values and ethics. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

3.5 Space and Storage. Hospital agrees to provide students and instructors with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

3.6 Removal of Students and Instructors. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student or instructor, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student or instructor from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital and with respect to instructors, School shall provide a replacement instructor acceptable to Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student or instructor represents a threat to patient safety or

personnel, Hospital may immediately exclude any student or instructor from Hospital until final resolution of the matter with School.

3.7 Documentation. Hospital agrees to make available to instructors and qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students and instructors obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

3.8 First Aid. Hospital shall be available to provide necessary emergency health care or first aid within its capacity to students and instructors participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student, instructor or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student or instructor.

3.9 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

3.10 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students and instructors when appropriate or necessary.

ARTICLE IV

RELATIONSHIP OF THE PARTIES

4.1 Term. This Agreement shall commence as of the Effective Date of this Agreement and shall remain in full force and effect for two (2) year(s) unless otherwise terminated as provided herein.

4.2 Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

4.3 Relationship of Parties. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School and School's instructors are at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School or Hospital and School's instructors and/or students an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students or School's instructors. Such benefits not covered include, but are not limited to salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this

Agreement and School, instructors, and any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall not have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself, its instructors or its students and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School, its instructors or its students are determined to be employees of Hospital.

4.4 Role of Students and Instructors. It is not the intention of School or Hospital that any student or instructor occupies the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

4.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

4.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

ARTICLE V

CONFIDENTIALITY

5.1 Any and all of Hospital's medical records and charts created at Hospital as a result of performance under this Agreement shall be and shall remain the property of Hospital.

5.2 For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), students and instructors shall be considered to members of Hospital's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103.

5.3 In the course of clinical training at Hospital, students and instructors will have access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Hospital's HIPAA Privacy and Security policies and procedures. Students and instructors will be required to participate in training related to the HIPAA Privacy and Security Rules and Hospital's HIPAA Privacy and Security policies and procedures.

5.4 Students and instructors shall be required to sign Hospital's confidentiality agreement (copy of model agreement attached as Exhibit D). Subject to students' and instructors' completion of Hospital's confidentiality agreement, Hospital shall provide students and instructors with the necessary access to its confidential patient medical records solely for purposes of obtaining the training contemplated by this Agreement.

5.5 School shall provide instructors and students with information regarding confidentiality of patient information and all applicable regulations relating to the Health Insurance Portability and Accountability Act ("HIPAA").

ARTICLE VI

INDEMNIFICATION

6.1 Hospital's Obligations to School. Hospital shall defend, indemnify and hold School, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Hospital, its officers, employees, or agents.

6.2 School's Obligations to Hospital. School shall defend, indemnify and hold Hospital, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, employees, agents, or student(s), including student's acts or omissions related to student's clinical training activities at Hospital which are not the direct result of the negligence or intentional acts or omissions of Hospital.

ARTICLE VII

GENERAL PROVISIONS

7.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

7.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

7.3 Compliance. School acknowledges that Hospital's Corporate Responsibility Program ("CRP") applies to the Program and obligations described herein and that all policies and procedures relating to this CRP are available and should be reviewed by School and students of School who are training at Hospital. Hospital acknowledges that policies, procedures and handbooks are available for review by School and School's students by contacting the Compliance Officer at the Hospital. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit, and inappropriate referrals. This CRP requires, and School hereby agrees, that any regulatory compliance

concerns be promptly reported either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (714-289-4700). Further, School represents and warrants that students receiving training hereunder shall not at any time have been sanctioned by a health care regulatory agency and that any investigations of School shall be promptly reported to a Hospital manager or via the hotline (as above). Failure to abide by these compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

7.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

7.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

7.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital:

Children's Hospital of Orange County
455 South Main Street
Orange, CA 92868
Attn: Debra Mathias
Executive Vice President & Chief Operating Officer

If to School:

Coast Community College District
1370 Adams Ave
Costa Mesa, CA, 92626
Attn: Board of Trustees

7.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

7.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

7.9 Bond Covenants. In the event legal counsel for Hospital advises that this Agreement or any practices which could be, or are, employed in exercising rights under this Agreement poses a material risk of violating any legal requirement related to Hospital's tax exempt status or tax exempt bond financing, the parties in good faith shall undertake to revise this Agreement to comply with such legal requirements. In the event the parties are unable to agree upon the revised terms within 30 days thereafter, Hospital may terminate this Agreement immediately upon written notice to all parties hereto.

7.10 Interruption of Training. Each party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

7.11 Ambiguities. Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed. Ambiguities, if any, shall not be construed against either party, irrespective of which party may be deemed to have authored this Agreement generally or the ambiguous provision specifically.

7.12 Survival. Section 2.10 (Insurance), Article 5 (Confidentiality), Article 6 (Indemnification), Section 7.4 (Governing Law), Section 7.6 (Notices), and 7.11 (Ambiguities) and this Section 7.12 shall survive the termination of this Agreement.

Signature page to follow.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

HOSPITAL: *Children's Hospital of Orange County*

By: _____

Printed Name: Debra Mathias

Title: Executive Vice President and Chief Operating Officer

Date: _____

SCHOOL: *Coast Community College District, Golden West College*

By: _____

Printed Name: Wes Bryan

Title: President

Date: _____

By: _____

Printed Name: _____

Title: President, Board of Trustees

Date: _____

EXHIBIT A
PROGRAM(S)

(With On-Site School Instructor)

Name of department at School:

- Nursing

EXHIBIT B

CLINICAL STUDENT PROFILE

1. Complete the information below for each clinical group/student scheduled at CHOC and submit to CHOC's Clinical Education Department. Fax form to (714) 532-8831.
2. Attach a student roster for clinical groups.
3. School is responsible for ensuring that each clinical group/student is trained and competent on:
 - Dress Code*
 - HIPAA Privacy and Security*
 - Injury and Illness Prevention
 - Needle Safety*
 - Patient Confidentiality*
 - Standard Precautions*

*General Orientation Information
4. School is responsible for verifying that each clinical group/student has completed the following:
 - **Hepatitis-B** (proof of vaccinations or titer documenting immunity)
 - **Influenza (immunization yearly or declination statement & chest x-ray)**
 - **MMR** (2 MMR's or titers documenting immunity to measles, mumps, and rubella)
 - **Physical Exam** (documented by a physician)
 - **Tuberculosis** (2 TB skin tests within the last 12 months; example, 12/29/03 and 12/27/04)
Chest X-Ray within the last 4 years, if student has a history of a positive TB skin test
 - **Varicella** (proof of vaccinations or titer documenting immunity)
 - **Background Check Clearance**
 - **CPR** (American Heart Association: Basic Life Support for Healthcare Providers – to be renewed every 2 years)
 - **General and Professional Liability Insurance** (\$1,000,000/\$3,000,000 each)
 - **License Current** (RN, etc. if applicable)

School: _____ Student Name: _____

Course Title: _____ Student Group (RN, CA, PT, etc.): _____

Clinical Dates: From _____ To _____

Clinical Days: _____ Clinical Hours: _____

Instructor: _____ Phone: _____

Instructor Email: _____ Cell/Pager: _____

I certify that the student(s) have completed the following requirements, and that supporting documentation for verification purposes is maintained at School. Please check (✓) all boxes that the student(s) have completed.

- | | | |
|--|--|---|
| <input type="checkbox"/> Hepatitis B | <input type="checkbox"/> Varicella | <input type="checkbox"/> General Orientation Information* |
| <input type="checkbox"/> Influenza | <input type="checkbox"/> Background Check | <input type="checkbox"/> Health Insurance/Worker's Compensation |
| <input type="checkbox"/> MMR | <input type="checkbox"/> CPR | <input type="checkbox"/> License Current (RN, etc.) |
| <input type="checkbox"/> Physical Exam | <input type="checkbox"/> General Liability Insurance | <input type="checkbox"/> Professional Liability Insurance |
| <input type="checkbox"/> TB | | |

Instructor/School Representative (print): _____

Instructor/School Representative (signature): _____

Date: _____

EXHIBIT C INSTRUCTOR PROFILE

1. Complete the information below for each instructor scheduled at CHOC and submit to CHOC's Clinical Education Department. Fax form to (714) 532-8831.
2. School is responsible for ensuring that the instructor is trained and competent on:
 - Dress Code*
 - HIPAA Privacy and Security*
 - Injury and Illness Prevention
 - Needle Safety*
 - Patient Confidentiality*
 - Standard Precautions*
 - *General Orientation Information
3. School is responsible for verifying that the instructor has completed the following:
 - **Hepatitis-B** (proof of vaccinations or titer documenting immunity)
 - **Influenza (immunization yearly or declination statement & chest x-ray)**
 - **MMR** (2 MMR's or titers documenting immunity to measles, mumps, and rubella)
 - **Physical Exam** (documented by a physician)
 - **Tuberculosis** (2 TB skin tests within the last 12 months; example, 12/29/03 and 12/27/04)
Chest X-Ray within the last 4 years, if student has a history of a positive TB skin test
 - **Varicella** (proof of vaccinations or titer documenting immunity)
 - **Background Check Clearance**
 - **CPR** (American Heart Association: Basic Life Support for Healthcare Providers – to be renewed every 2 years)
 - **General and Professional Liability Insurance** (\$1,000,000/\$3,000,000 each)
 - **License Current** (RN, etc. if applicable)

School: _____

Course Title: _____ Student Group (RN, CA, PT, etc.): _____

Clinical Dates: From _____ To _____

Clinical Days: _____ Clinical Hours: _____

Instructor: _____ Phone: _____

Instructor Email: _____ Cell/Pager: _____

Dean/Supervisor: _____ Phone: _____

I certify that the instructor has completed the following requirements, and that supporting documentation for verification purposes is maintained at School. Please check (√) all boxes that the instructor has completed.

- | | | |
|--|--|---|
| <input type="checkbox"/> Hepatitis B | <input type="checkbox"/> Varicella | <input type="checkbox"/> General Orientation Information* |
| <input type="checkbox"/> Influenza | <input type="checkbox"/> Background Check | <input type="checkbox"/> Health Insurance/Worker's Compensation |
| <input type="checkbox"/> MMR | <input type="checkbox"/> CPR | <input type="checkbox"/> License Current (RN, etc.) |
| <input type="checkbox"/> Physical Exam | <input type="checkbox"/> General Liability Insurance | <input type="checkbox"/> Professional Liability Insurance |
| <input type="checkbox"/> TB | | |

Dean or Immediate Supervisor of Instructor (print): _____

Dean or Immediate Supervisor of Instructor (signature): _____

Date: _____

EXHIBIT D

CONFIDENTIALITY STATEMENT

(For Students/Instructors)

As a Student or Instructor performing duties at **Children's Hospital of Orange County ("CHOC")**, you will have access to protected health information ("PHI") of patients. Federal and State laws, including HIPAA and other policies and procedures created internally, protect the privacy and security of this PHI, including the fact that an individual was a patient at CHOC. It is illegal for you to use or disclose PHI outside the scope of your duties at CHOC. This includes oral, written, or electronic uses and disclosures. Below are some guidelines that you must be familiar with regarding the use of a patient's PHI.

1. You may use PHI as necessary to carry out your duties as a student/instructor/volunteer;
2. You may share PHI with other health care providers within CHOC for the direct treatment of the patient;
3. You may NOT photocopy or otherwise permit PHI to be duplicated in any way;
4. You may NOT photograph patients;
5. You must access only the minimum amount of PHI necessary to care for a patient or to carry out an assignment;
6. You may NOT record PHI (such as patient names, diagnoses, dates of birth, addresses, phone numbers, Social Security numbers, etc.) on any assignments you may need to turn in to your instructor, reports you may need to turn in to your program, or forms you may need to take with you;
7. You may only access the PHI of patients for whom you are caring/volunteering when there is a need for the PHI;
8. You must be aware of your surroundings when discussing PHI. As an example, it is inappropriate to discuss PHI in elevators, bathrooms, the cafeteria, and any other place for which your discussion may be overheard;
9. When disposing of any documents with PHI, do NOT place them in the trash can. Instead, the documents should be placed in the proper containers marked for shredding or another disposal container as set forth by policy and procedures for your specific department;
10. If you have questions about the use or disclosure of PHI, contact the Student Relations Coordinator in the Clinical Education Department.

Please read, sign, and date this acknowledgement. Return it to the Student Relations Coordinator in the Clinical Education Department where it will be filed and you will receive a copy.

Acknowledgment

I have read and I understand the information in this document. I realize that there are penalties for which I may be subject, including criminal, for the unauthorized use and disclosure of PHI. I agree to abide by the guidelines described above when performing my duties at CHOC.

Name (Print): _____ Date: _____

Signature: _____





CEDARS-SINAI MEDICAL CENTER

April 20, 2009

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92628-2825
Attention: Jane McLaughlin

Re: Contract – Affiliation – First Amendment to Student Affiliation
Agreement – Coast Community College District/Orange Coast College –
Imaging Program

Dear Ms. McLaughlin:

Upon execution, this letter will serve as the First Amendment to the Student Affiliation Agreement entered the 21st day of June, 2007 ("Agreement"), by and between Cedars-Sinai Medical Center, a California nonprofit public benefit corporation, and Coast Community College District/Orange Coast College, a public education agency, with respect to the following:

1. The first sentence of Article 2 of the Agreement is hereby modified to read as follows:

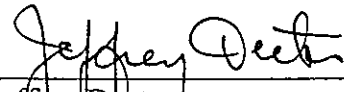
"The term of this Agreement shall commence on the date first referenced above ("Commencement Date") and shall continue to remain in full force and effect until midnight of June 20, 2011, subject to renewal for additional one (1) or two (2) year term(s) based on the written agreement of the parties, unless sooner terminated in the manner set forth below."

2. All other terms and provisions of the Agreement shall remain in full force and effect.

If this First Amendment to the Agreement is acceptable to you, please return a signed copy of it to Cedars-Sinai Medical Center, 8700 Beverly Blvd., TSB-290, Los Angeles, California 90048, Attention: Paralegal Analyst.

Sincerely yours,


CEDARS-SINAI MEDICAL CENTER



Jeffrey Deeter
Vice President, Clinical
Support Services

ACKNOWLEDGED AND AGREED TO

ORANGE COAST COLLEGE

By: 

Name: Kevin Ballinger
Its: Dean, Consumer and Health Services

By: _____
Name: Richard Pagel
Its: Vice President, Administrative Services

COAST COMMUNITY COLLEGE DISTRICT

By: _____
Name: _____
Its: President, Board of Trustees



CEDARS-SINAI MEDICAL CENTER

April 20, 2009

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92628-2825
Attention: Jane McLaughlin

Re: Contract – Affiliation – First Amendment to Student Affiliation
Agreement – Coast Community College District/Orange Coast College –
Neurodiagnostic Technology Program

Dear Ms. McLaughlin:

Upon execution, this letter will serve as the First Amendment to the Student Affiliation Agreement entered the 21st day of June, 2007 ("Agreement"), by and between Cedars-Sinai Medical Center, a California nonprofit public benefit corporation, and Coast Community College District\Orange Coast College, a public education agency, with respect to the following:

1. The first sentence of Article 2 of the Agreement is hereby modified to read as follows:

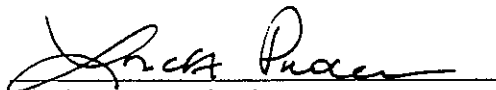
"The term of this Agreement shall commence on the date first referenced above ("Commencement Date") and shall continue to remain in full force and effect until midnight of June 20, 2011, subject to renewal for additional one (1) or two (2) year term(s) based on the written agreement of the parties, unless sooner terminated in the manner set forth below."

2. All other terms and provisions of the Agreement shall remain in full force and effect.

If this First Amendment to the Agreement is acceptable to you, please return a signed copy of it to Cedars-Sinai Medical Center, 8700 Beverly Blvd., TSB-290, Los Angeles, California 90048, Attention: Paralegal Analyst.

Sincerely yours,

CEDARS-SINAI MEDICAL CENTER

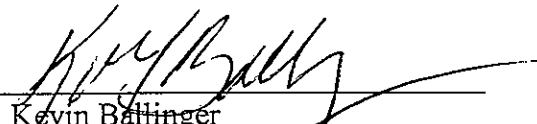


Linda L. Procci, Ph.D.

Vice President, Service Line Operations

ACKNOWLEDGED AND AGREED TO

ORANGE COAST COLLEGE

By: 
Name: Kevin Ballinger
Its: Dean, Consumer and Health Services

By: _____
Name: Richard Pagel
Its: Vice President, Administrative Services

COAST COMMUNITY COLLEGE DISTRICT

By: _____
Name: _____
Its: President, Board of Trustees

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is entered into and effective on August 1, 2009 ("Effective Date") by and between St. Jude Medical Center ("Hospital") and Coast Community College District for Orange Coast College ("School").

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of Sleep Lab/Polysomnography, Cardiology, Dietary Technology, Speech Language Pathology, Respiratory Care and Neurodiagnostic. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and all

activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each student complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, rubella and rubeola titre, mumps, DT, tuberculin skin test, influenza immunization (required annually) or declination statement and chest x-ray if determined appropriate by Hospital. School shall also ensure that students follow Hospital's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions.

1.8 Hospital Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim,

lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Instruction. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Health Services and the Joint Commission.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

2.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have

the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for two (2) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

3.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (877-808-8133). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

Nancy J. Runge, CRM, Manager
Patient Service Contracts
101 E. Valencia Mesa Dr.
Fullerton, CA 92835

If to School: Orange Coast College
Kevin Ballinger, Dean
2701 Fairview Rd.
P.O. Box 5005
Cost Mesa, CA 92628

Copy: Vice Chancellor, Administrative Services
Coast Community College District
1370 Adams Ave.
Costa Mesa, CA 92626

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

HOSPITAL:

By: Brian L. Helleland

Its Executive Vice President and COO

Date: _____

SCHOOL:

By: _____

Printed Name: _____

Title: Dean, Consumer & Health Sciences

Date: _____

By: _____

Printed Name: _____

Title: Vice President, Administrative Services

Date: _____

Coast Community College District:

By: _____

Its: President, Board of Trustees

Date: _____



**COAST COMMUNITY COLLEGE DISTRICT
APPLICATION/PERMIT
FOR USE OF COLLEGE FACILITY
AND CIVIC CENTER AGREEMENT**

Orange Coast College

INSTRUCTIONS: Fill out carefully and legibly all parts of this form. See rules and regulations on reverse side of applicant's copy.

APPLICATION DATE May 20, 2009

ORGANIZATION("USER") University of California Irvine

PROFIT ☐ NON-PROFIT ☒

ADDRESS 1328 Crawford Hall

CITY/STATE/ZIP Irvine, CA 92697

ATTENDANCE (#) Varies ADMISSION \$ Varies

NATURE OF USE Storage of UCI vessels and use of docks and grounds for UCI boating programs

CONTACT Joyce Ibbetson PHONE 949-824-7592

EMAIL jlibbets@uci.edu

A/V EQUIPMENT REQUESTED? YES ☐ NO ☒

FOOD SERVICE REQUESTED? YES ☐ NO ☒

SETUP REQUIRED? YES ☐ NO ☒

BUILDING/ROOM# OCC Sailing Center Docks and Grounds

DAY/DATE(S) July 1, 2009-June 30, 2010

START TIME Various END TIME Various

MISCELLANEOUS:

GENERAL CONDITIONS: This Agreement is hereby entered into between Coast Community College District ("District") and User.

Whereas District is authorized by Education Code, Section 82537 to allow use of its facilities by the general public; and

Whereas User desires to so use these facilities;

and in consideration of the promises made and intending to be legally bound, District and User agree to the terms and conditions as set forth herein and on the back side of this Agreement.

1. District assumes no liability or responsibility for any personal property of User or of its employees, agents, representatives, guests, or invitees brought onto District property during the term of this Agreement.
2. User agrees that in the event that this permit is canceled by User, or due to User's failure to meet the requirements of this Agreement, refunds will be made only at the sole discretion of District.
3. Changes in date or extension of time shall be made only as specified by the rules governing use of District facilities.
4. **INSURANCE:** User shall secure and maintain comprehensive general liability insurance in the amount of one million dollars per occurrence with coverage for incidental contracts. User agrees to name the Coast Community College District and the Coast Community College District Board of Trustees as additional insureds under this policy. Further, the Certificate of Insurance shall provide 30-days prior written notice of cancellation. User also shall secure and maintain workers' compensation insurance covering all User personnel on District property during the entire term of the agreement, regardless of whether the personnel is employed directly by User. User shall deliver certificate(s) of insurance, along with a copy of the additional insured endorsement, at least 2 working days in advance of the facility use, or the facility permit will automatically be canceled.
5. **RELEASE, Indemnification AND HOLD HARMLESS AGREEMENT:** User accepts premises and adjoining areas on an "as is" basis, and releases, discharges, and shall indemnify, defend, and hold harmless the District, and each of its trustees, agents, employees, and representatives from any and all liability, claims, judgments, or demands, including reasonable attorneys fees and costs, which may arise from all injuries, deaths, and damage to property arising directly or indirectly out of this Agreement, including but not limited to User's use of the premises and the adjoining areas, including the parking lots, except if due solely to District's fraud or willful misconduct. **NON-ASSIGNABILITY:** This Agreement may not be assigned without prior written consent of District, which consent may be withheld by District in its sole and absolute discretion.

6. CHOICE OF LAW AND VENUE: This Agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any action is brought arising out of this Agreement, including but not limited to, any claim for breach of the same, interpretation of the same, cancellation or specific performance, said action shall be brought in the appropriate court in Orange County, California.

7. ENTIRE UNDERSTANDING: This Agreement contains the entire understanding of the Parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waiver of modification of any of the terms hereof shall be valid unless in writing and signed by both Parties.

8. TERMS: 50% of fee payable with application, balance due seven working days prior to use.

PAYMENTS: payable to OCC at \$2387/mo for a total of \$28,644.00 annually.

9. Failure to comply with the terms will be grounds to deny permission.

STATEMENT OF INFORMATION: The undersigned, as a duly authorized representative for User and states that to the best of his/her knowledge, the District property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

This Agreement must be signed by persons authorized to sign on behalf of the Organization and bind the Organization to the terms of this Agreement.

I understand and agree to all rules and regulations in this Agreement.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

***CAMPUS OFFICE USE ONLY ***

PERMIT FOR USE GRANTED THIS ____ DAY OF _____ 20__

M&O FEES:	\$	
SECURITY FACILITY RENTAL:	\$	
PE & A DEPOSIT:	\$	
DIVISION DEAN CUSTODIAL:	\$	
FOOD SERV. SAFETY OFFICER:	\$	
OTHER: Docks & Grounds Rental Fee	\$	2,387.00 per month
TOTAL:	\$	\$28,644.00

Approved by _____, FACILITY COORDINATOR

Approved by _____, ADMINISTRATOR



Campus Use Only

P.O. No. _____

ange Order No. _____

Bd. Appvl Date: _____

COAST COMMUNITY COLLEGE DISTRICT

AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT

The provision(s) of the Independent Contractor Agreement between the Coast Community College District and JOHN M. BREIHAN, dated Jun 17, 2009, are hereby amended as follows:

Amended Provision(s):

- ☐ The dollar amount of the original Independent Contractor Agreement is increased / decreased in the sum of _____ (\$_____), resulting in a total contract amount in the sum of _____ (\$_____). *(All amendments exceeding ten percent (10%) of the present contract amount must be approved by the District Board of Trustees.)*
- ☐ The Scope of Work contemplated by the parties in the original Independent Contractor Agreement has changed. The new Scope of Work to be performed is attached hereto as *Exhibit "A"* to Amendment No. ____ and is incorporated in full herein by reference.

☒ **Other:**

Extend the end date of the original Independent Contractor Agreement as Interim Associate Vice Chancellor of Educational Services from June 30, 2009 through December 31, 2009, to be paid for a maximum of 73 additional days at \$650 per day, for an increased contract amount of \$47,450, resulting in a total contract amount not to exceed \$79,950.

With the exception of the amended provision(s) above, all other Independent Contractor Agreement provisions previously agreed to between the parties shall remain in full force and effect.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AMENDMENT as of the date of execution by the District below.

DISTRICT

INDEPENDENT CONTRACTOR

President, Board of Trustees
Coast Community College District

[Name] John M. Breihan
[Title] Independent Contractor
Social Security No. or Federal ID No. 572-62-9009

Dated: _____

Dated: _____



COAST COMMUNITY COLLEGE DISTRICT

Agreement for Contracted Services

This Agreement for Contracted Education Services ("AGREEMENT") is entered into as indicated on the signature lines below, by and between the COAST COMMUNITY COLLEGE DISTRICT (Coastline Community College), 1370 Adams Avenue, Costa Mesa, California 92626 hereinafter, "DISTRICT", and BUSINESS EMPOWERMENT, INC. (DBA Dale Carnegie Training of Orange County), located at 1805 East Dyer Road, Suite 109, Santa Ana, CA 92705 hereinafter "COMPANY". DISTRICT and COMPANY are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the *California Code of Regulations* and Section 78021 of the *California Education Code* to conduct Contract Instruction and Consultation Services to serve community needs;

and WHEREAS, DISTRICT desires to contract with the COMPANY for instruction and/or training services as identified herein:

DISTRICT and COMPANY agree as follows:

1. The term of this AGREEMENT shall be from June 18, 2009 through June 30, 2011.
2. The classes or programs to be offered are Dale Carnegie Leadership and Development programs. Training will be available to all interested community participants, companies, or community agencies. Other programs may be offered as mutually identified and agreed upon by both DISTRICT and COMPANY.
3. Services will be conducted at a site designated by COMPANY and/or DISTRICT as mutually identified. Use of DISTRICT facilities may be arranged at an additional cost as mutually agreed by COMPANY and DISTRICT.

4. Students successfully completing the course will receive continuing education units. Units of credit, as recommended by the American Council on Education, may be recorded on a student official transcript upon request and completion of 12.0 semester hours at Coastline Community College by student.

5. The staff assigned to develop, coordinate, and conduct the education and/or training services will be certified in accordance with the standards on file with DISTRICT and/or by documented experience and credentials that will be acceptable to COMPANY.

6. COMPANY shall hold and maintain during the performance of this AGREEMENT all applicable licenses, permits, and/or certificates necessary for performance of services under the AGREEMENT.

7. COMPANY may arrange only with the assigned DISTRICT administrator to hold or not to hold a portion of the education services at the particular time(s) agreed upon between COMPANY and DISTRICT.

8. REGISTRATION FEES

8.1 The registration fee for each program shall be \$1,695.00 per individual enrollment. Fees may change upon written notice and per mutual agreement by both parties. The registration fees will be posted to the college website for each program offered, at the time of offering, and as mutually agreed upon by both DISTRICT and COMPANY.

8.2 The discounted registration fee for each program offered to Boeing employees through the Boeing Educational Alliance and in coordination with Boeing's Learning Together program are outlined in Exhibit A, herein attached. The term for delivery and pricing of these programs as part of the Boeing Educational Alliance are from October 9, 2006 through October 9, 2011.

9. DISTRICT shall serve as the institution of record for enrollment of participants and shall collect all registration forms and fees.

10. PAYMENT

10.1 DISTRICT shall retain the sum of \$215.00 for each individual registration. Administrative fees may change upon written notice and per mutual agreement by both parties. COMPANY shall be paid for the balance of all registration fees collected. COMPANY shall submit an invoice with the class roster following the first class meeting of each course. DISTRICT shall approve payment of invoice upon verification of payment of all recipients, and shall make payment to COMPANY within 30 working days from approval of the invoice.

10.2 DISTRICT shall retain the sum of \$165.00-\$190.00 for each individual Boeing employee registration. Administrative fees are reduced using the same percentage that has been applied for the course discount. COMPANY shall be paid for the balance of all registration fees collected within 30 working days from receipt of payment to DISTRICT by Boeing Learning Together Program.

10.3 The registration fee shall be refunded to individuals upon notification to DISTRICT or COMPANY no later than the close of the first class session. After the first class session, an individual may transfer into a subsequent class subject to a \$100.00 transfer fee to be split between DISTRICT and COMPANY. COMPANY shall indicate such adjustments on its invoice.

10.4 DISTRICT shall retain any processing fees incurred for payments made with an American Express Credit Card.

11. COMPANY shall provide the materials and equipment necessary to fulfill its obligations under this AGREEMENT.

12. COMPANY shall monitor the training given by its instructors on a weekly basis during the course of each training session. COMPANY shall allow any authorized representative of DISTRICT to monitor, at reasonable times and places, training given pursuant to this AGREEMENT.

13. DISTRICT and COMPANY will provide administrative supervision and liaison to the other in the performance of this AGREEMENT. The administrative contact for DISTRICT will be Joycelyn Groot, (714) 241-6161. The administrative contact for COMPANY will be Steve VerBurg at (949) 347-0372.

14. Both PARTIES agree that they will not unlawfully discriminate in the selection, placement or evaluation of any student to receive instruction pursuant to this AGREEMENT because of that student's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability and/or medical condition.

15. INDEMNITY

15.1 COMPANY agrees, to the fullest extent permitted by the law, to indemnify and hold harmless DISTRICT, its trustees, agents, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by COMPANY's performance of services under this AGREEMENT.

15.2 COMPANY shall indemnify, defend, and hold harmless DISTRICT, its trustees, agents and employees from and against all loss, cost, expense, royalties, claims for damages, or liability, in law or in equity, including, without limitation, attorneys' fees, court costs, and other litigation expenses that may at any time arise for an infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by DISTRICT of method, process, product, concept specified, or depicted supplied by COMPANY in the performance of this AGREEMENT

15.3 The coverage of 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 COMPANY's performance and shall survive the expiration or termination of this AGREEMENT.

15.4 The obligation to defend shall arise regardless of any claim or assertion that DISTRICT caused or contributed to the losses. COMPANY'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 COMPANY's (a) negligent acts or omissions; (b) breach of any of the provisions of this AGREEMENT; or (c) willful misconduct.

15.5 Nothing in this AGREEMENT, including the provisions of this section shall constitute a waiver or limitation of any rights which DISTRICT may have under applicable law, including without limitation, the right to implied indemnity.

15.6 DISTRICT's exercise of any of its rights or remedies prescribed in this AGREEMENT shall not relieve COMPANY from responsibility for damages or other losses incurred or to be incurred by DISTRICT as a result of COMPANY's breach of its obligations under this AGREEMENT.

16. INSURANCE

16.1. COMPANY shall, at its sole cost and expense, purchase, and maintain during the term of this AGREEMENT, with insurance companies duly licensed and admitted 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 COMPANY and DISTRICT from claims which may arise out of or result from COMPANY's performance of this AGREEMENT whether by COMPANY 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 General Liability Insurance (Occurrence Form) with limits of not less than \$1,000,000.00 for each occurrence, \$250,000.00 as to property damage including, but not limited to, personal injury liability, broad form property

damage liability, blanket contractual liability and completed operations coverage, covering the activities of COMPANY under this AGREEMENT. This policy shall be endorsed to name DISTRICT and DISTRICT'S Board of Trustees, agents, and employees as additional insureds. Such endorsement shall be made on ISO Endorsement CG20 10 11 85 or other currently accepted ISO Endorsement form acceptable to DISTRICT.

(b) Workers' Compensation Insurance with an insurance company duly licensed and admitted by the State of California in the amounts required by California law covering all personnel employed on the premises during the term of this AGREEMENT whether said personnel are employed or contracted by COMPANY.

(c) Business Auto Liability Insurance covering the ownership, maintenance or use of all owned, non-owned, and hired vehicles used in connection with the performance of this AGREEMENT with an insurance company duly licensed and admitted by the State of California. Said insurance shall have limits of not less than \$1,000,000.00 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate

(d) Each policy of insurance required in (a), and (c), shall name DISTRICT and its trustees, officers, agents, and employees as additional insureds; shall state that, with respect to the operations of COMPANY 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 30 days written notice shall be given to DISTRICT prior to cancellation, and shall waive all rights of subrogation against DISTRICT and its' trustees, agents, and employees. Commercial General Liability and Business Automobile Liability policies shall contain a cross liability or severability of interest clause.

(e) COMPANY is responsible for payment of any and all premiums, deductibles or self-insured retentions, and adjustment for losses on policies pursuant to this AGREEMENT.

16.2. COMPANY shall notify DISTRICT in the event of material change in, cancellation of, or failure to renew each policy. Prior to providing services, COMPANY shall deliver to DISTRICT certificates of insurance and additional insured endorsements as evidence of compliance with the requirements herein to be attached to the AGREEMENT FOR CONTRACTED SERVICES as Attachment No. 1, or the AGREEMENT will automatically be cancelled. Not less than five (5) days prior to the expiration date of each insurance policy, COMPANY shall deliver to DISTRICT a new certificate and endorsement in accordance with the required coverage limits set forth herein.

17 DISTRICT or COMPANY may at any time, on 30 days written notice, for any reason, terminate this AGREEMENT and compensation for services shall be rendered to the date of termination. Written notice by DISTRICT or COMPANY in the manner set forth in paragraph 21, NOTICE, below shall be sufficient to stop further performance of services by COMPANY.

18. By mutual written consent, this AGREEMENT may be renewed at the end of this term for a total renewal period not to exceed 2 years.

19. COMPANY reserves the right to modify said program outlines and competencies it deems necessary to meet the training needs of students. DISTRICT shall be notified in writing of any such modification of the curriculum.

20. Neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by COMPANY without the prior written consent of DISTRICT.

21. All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To Campus: Joycelyn Groot, Director, Student & Economic
Development
Coastline Community College
11460 Warner Avenue
Fountain Valley, California 92708

With a copy to: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Vice Chancellor, Administrative Services

To COMPANY: Steve VerBurg
Business Empowerment, Inc.
DBA: Dale Carnegie Training of Orange County
1805 East Dyer Road, Suite 109
Santa Ana, CA 92705

And/or such other persons or places as either of the PARTIES may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

22. ENTIRE AGREEMENT

22.1 This AGREEMENT supersedes all prior agreements, either oral or written, between the PARTIES with respect to the subject of this AGREEMENT. Each PARTY to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party which is not embodied herein. All amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.

22.2 This AGREEMENT will be governed by and construed in accordance with the laws of the State of California.

23. Each individual executing this AGREEMENT on behalf of the PARTIES represent and warrant that he/she is duly authorized to execute this AGREEMENT on behalf of their respective party and that this AGREEMENT is binding thereto.

BUSINESS EMPOWERMENT, INC.

COAST COMMUNITY COLLEGE DISTRICT

Signature

Signature

Typed Name

Typed Name

Title

President, Board of Trustee

Date

Date

EXHIBIT A

**Seller, herein, refers to Coast Community College District
"Coastline Community College"**
**Subcontractor, herein, refers to "Business Empowerment, Inc.
(dba Dale Carnegie Training of Orange County)"**

- Billing process must be coordinated with Boeing LTP and the Seller.
- Seller shall process all tuition or associated fees, refunds / credits through the Learning Together Program and not directly with the individual student.
- Any advertisements / promotions mentioning LTP or The Boeing Company must be submitted through LTP for Boeing Company approval prior to publication.
- Subcontractor shall notify Seller and Boeing LTP (Linda.m.wright@boeing.com) regarding any / all Boeing Program requests relating to "on-site programs" that are specifically supporting a limited or specific Boeing population [e.g., a specific Boeing department, targeted set of Boeing employees, specific identified Boeing employee(s)]. Boeing LTP shall only reimburse Seller for educational programs approved and processed through LTP. Seller shall only reimburse Subcontractor for educational programs approved and processed by Seller and through LTP.
- INVOICING: Seller shall show the standard non-discounted tuition rate and then the Boeing discounted tuition rate / price on all invoices to Boeing LTP.
- ANNUAL REPORT (SPEND & SAVINGS): Seller shall provide an annual report to Boeing the second week of every January showing the total Boeing spent with Seller and the total applicable discount and savings Seller provided to Boeing for the previous year.

Program offerings and pricing approved for delivery by Dale Carnegie Training of Orange County shall include the following:

- 1) The Dale Carnegie Training programs listed below will be offered at a discounted rate of 12% or more off the public rate. The discounted rate shall apply to all Boeing employees as a part of this alliance.

ACE and ACCET Accredited Offerings: \$1,492 per person tuition (reduced from \$1,695)

- The Dale Carnegie Course®
- The Dale Carnegie Course® Accelerated Version
- High Impact Presentations
- Leadership Training for Managers
- Sales Advantage

ACE and ACCET Accredited Offerings: \$1,295 per person tuition (reduced from \$1,695)

- Confident, Assertive, in Charge: The Attitudes of Leadership
- High Performance Teams
- Jump Start: Selling Yourself and Your Ideas
- The Leadership Advantage (4-modules)
- Leading without Authority
- Managing Stress and Accelerating Success
- People Side of Process Improvement
- Public Speaking Mastery
- Strategic Communications
- What Got You Here Won't Get You There
- World Class Customer Service

2) Administrative fees retained by Seller for each individual registration shall be reduced using the same percentage that has been applied for the course discount.



MILLER ANALOGIES TEST

Controlled Testing Center Agreement

THIS AGREEMENT ("Agreement") entered into as of this 18th day of June, 2009 (the "Effective Date"), between NCS Pearson, Inc., with principal offices at 19500 Bulverde Road, San Antonio, Texas 78259 ("Pearson") and Coast Community College District (Coastline Community College) ("Controlled Testing Center" or "CTC") with principle offices at 1370 Adams Avenue, Costa Mesa, CA 92626, and Federal Tax Identification # 95-6002292, concerning administrations of the *Miller Analogies Test* ("MAT") published by Pearson.

Pearson and CTC agree as follows:

1. CTC will act as an authorized testing site for the administration of the MAT.

2. Pearson's responsibilities under this Agreement are as follows:

- (a) Provide CTC with MAT Test Administration Manuals detailing the relevant principles and required procedures for MAT test administrations;
- (b) Supply CTC with a sufficient inventory of MAT testing materials for each testing session;
- (c) Promptly review requests for testing accommodations submitted by test candidates to CTC which CTC believes may not be appropriate;
- (d) Make a timely decision regarding the denial or modification of any requested testing accommodation, provide notification to the test candidate of that decision and the opportunity to appeal that decision, promptly process any appeal timely submitted, and notify CTC of the outcome.

3. CTC's responsibilities under this Agreement are as follows:

- (a) Schedule and provide a location for MAT test administrations;
- (b) Ensure that the testing location complies with all accessibility requirements under the Americans with Disabilities Act (ADA) and any applicable state laws, and provide Pearson with current documentation of ADA accessibility compliance;
- (c) Employ individuals to serve as Test Administrators, Supervisors, and Proctors who have not previously signed a non-compete with any other company that may restrict their participation in the administration of a test published by NCS Pearson, Inc. and who meet the following qualifications:
 - (i) U.S. citizenship or other authorization to work in the U.S.
 - (ii) Minimum of bachelor's degree preferred
 - (iii) Experience in testing
 - (iv) No criminal conviction as defined by section 87010 and 87011 of the California Education Code
- (d) Make available to Pearson, upon its request and within two (2) business days, all contact information, employment history and qualifications listed in (c) above which CTC has relied upon in hiring any Test Administrator, Supervisor or Proctor;
- (e) Provide each Test Administrator, Supervisor, and Proctor with a copy of the MAT Test Administration Handbook and ensure that they agree to adhere to all policies and procedures contained therein;

(f) Secure a signed copy of Exhibit A to this Agreement from each Test Administrator, Supervisor, and Proctor engaged by CTC to assist in MAT test administrations, and forward originals to Pearson;

(g) Secure Pearson's advance written approval of the Test Administrator or Supervisor who will have overall responsibility for any MAT test administration at CTC's test site;

(h) Maintain the security of all MAT materials via storage in a secure, locked location between test administrations and limit access to those materials to only Test Administrators, Supervisors and/or Proctors employed by the CTC to assist in testing;

(i) Report promptly during the annual inventory auditing period (approximately June–August) the MAT materials under CTC's control using the inventory report attached hereto as Exhibit B and incorporated herein by reference;

(j) Within five (5) business days of CTC appointing a new Test Administrator, provide to Pearson an audit of MAT materials under CTC's control using Exhibit B;

(k) Refer to Pearson for final decision any candidate requested accommodation which CTC believes may not be appropriate;

(l) Arrange for and provide testing accommodations as requested by test candidates or as otherwise determined by Pearson and in a manner consistent with the requirements of the ADA and any applicable state laws regarding accommodations for persons with disabilities;

(m) Conduct the MAT test administrations in accordance with the principles and procedures stated in the MAT Test Administration Manual and, after each administration, promptly return candidate answer sheets to Pearson for scoring; and

4. Pearson shall charge CTC \$50.00 for each test scored and shall submit quarterly invoices (March, June, September and December) to CTC. CTC agrees to issue payment to Pearson within ten (10) days of receipt of invoice. Pearson reserves the right to alter its invoicing and payment terms for the MAT at any time based on business needs, but will provide CTC with at least thirty (30) days' written notice of any such change.

5. The MAT materials have been provided to CTC solely for the purpose of enabling it to conduct administrations of the MAT in accordance with the terms of this Agreement. No other use, disclosure or reproduction of those materials is to be made without the prior written consent of Pearson.

6. CTC represents and warrants that:

(a) The facility or facilities it intends to use for MAT administrations meet the accessibility and barrier removal requirements of the ADA and other applicable state and federal laws;

(b) Documentation of ADA accessibility compliance provided to Pearson is current and Pearson's ADA Coordinator will be notified immediately of any changes limiting or decreasing the accessibility of a CTC testing facility;

(c) CTC's staff (including both paid employees and volunteers) participating in any MAT administration is or will have been trained in ADA compliance and the requirements of the MAT Test Administration Manual prior to that administration;

(d) CTC has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

7. Indemnity

(a) CTC, to the extent permitted by law shall defend, indemnify and hold Pearson free and harmless from and against all claims, liability, loss, and expense, including reasonable attorney's fees and court costs arising out of third party claims resulting from (i) any breach of CTC's obligations, representations or warranties under this Agreement, or (ii) the failure of any CTC Test Administrator, Supervisor or Proctor to comply with the requirements of the ADA and applicable state laws regarding facility accessibility or testing accommodations, or the test administration requirements stated in the MAT Test Administration Manual.

(b) PEARSON, to the extent permitted by law, shall defend, indemnify, and hold CTC and its trustees, employees, instructors, agents, representatives, and students free and harmless from and against all claims, liability, loss, and expense, including reasonable attorney's fees and court costs, which may arise out of any breach of the warranty against infringement made by Pearson.

8. If either CTC or PEARSON breaches any of its obligations hereunder, the non-breaching party may terminate this Agreement on five (5) days written notice unless breaching party has cured such breach and provided reasonable evidence of such cure to other party within such five (5) days. This agreement may be terminated by either party upon thirty (30) days' written notice. Upon any termination, all MAT materials in CTC's possession will be returned to Pearson immediately, and CTC will cooperate with Pearson in transitioning any candidates and fees paid to CTC for scheduled test administrations to a new testing site.

9. This Agreement does not establish any agency or partnership relationship. Neither party has any authority to bind the other party in any manner, contractual or otherwise.

EXECUTED as of the date first set forth above.

CTC

NCS PEARSON, INC.

Coast Community College District
Full Legal Name of CTC

By: _____

By: _____

Printed Name/Title

Printed Name/Title

Date

Date

Taxpayer Identification No.

EXHIBIT A

Appointment of Test Administrator/Supervisor/Proctor
for the *Miller Analogies Test*

Pursuant to its agreement with NCS Pearson, Inc., dated as of June 18, 2009 the Controlled Testing Center listed below has designated the person signing below as Test Administrator/Supervisor/Proctor (*circle one*) for purposes of administrations of the Miller Analogies Test at its test site located at 5405 Garden Grove Blvd., Westminster, CA 92683, and certifies that he or she meets the qualifications required by NCS Pearson, Inc.

Coast Community College District
CTC Name

Costa Mesa, CA 92626
City, State, and Zip

J. Grout
Signature
(CTC administrative official such as President,
Vice President, Dean, Provost, etc.)

6/1/09
Date

Test Administrator/Supervisor/Proctor Statement

I have received a copy of the *Miller Analogies Test* (MAT) Test Administration Manual and agree to comply with all policies, procedures, and guidelines outlined in that manual. I further agree to protect the security of the *Miller Analogies Test* by taking every reasonable precaution to prevent disclosure of confidential information concerning the test to unauthorized persons. I do not expect to take the *Miller Analogies Test* in the future. I understand that by acting as a Test Administrator, Supervisor, or Proctor, I will be ineligible to take the *Miller Analogies Test* for two years following my most recent exposure to the test.

Rosanne Freilich
Signature

5-14-09
Date

Rosanne Freilich/Corporate Education and Workforce Programs Coordinator
Printed Name/Title

This form must be signed by each Test Administrator, Supervisor, and Proctor.

EXHIBIT A

Appointment of Test Administrator/Supervisor/Proctor
for the *Miller Analogies Test*

Pursuant to its agreement with NCS Pearson, Inc., dated as of June 18, 2009 the Controlled Testing Center listed below has designated the person signing below as Test Administrator/Supervisor/Proctor (*circle one*) for purposes of administrations of the Miller Analogies Test at its test site located at 5405 Garden Grove Blvd., Westminster, CA 92683, and certifies that he or she meets the qualifications required by NCS Pearson, Inc.

Coast Community College District
CTC Name

Costa Mesa, CA 92626
City, State, and Zip

J. E. Root

Signature
(CTC administrative official such as President,
Vice President, Dean, Provost, etc.)

6/1/09
Date

Test Administrator/Supervisor/Proctor Statement

I have received a copy of the *Miller Analogies Test* (MAT) Test Administration Manual and agree to comply with all policies, procedures, and guidelines outlined in that manual. I further agree to protect the security of the *Miller Analogies Test* by taking every reasonable precaution to prevent disclosure of confidential information concerning the test to unauthorized persons. I do not expect to take the *Miller Analogies Test* in the future. I understand that by acting as a Test Administrator, Supervisor, or Proctor, I will be ineligible to take the *Miller Analogies Test* for two years following my most recent exposure to the test.

Carolyn Clausen
Signature

5-14-09
Date

Carolyn Clausen/Staff Aide
Printed Name/Title

This form must be signed by each Test Administrator, Supervisor, and Proctor.

EXHIBIT A

Appointment of Test Administrator/Supervisor/Proctor
for the *Miller Analogies Test*

Pursuant to its agreement with NCS Pearson, Inc., dated as of June 18, 2009 the Controlled Testing Center listed below has designated the person signing below as Test Administrator/Supervisor/Proctor (*circle one*) for purposes of administrations of the Miller Analogies Test at its test site located at 5405 Garden Grove Blvd., Westminster, CA 92683, and certifies that he or she meets the qualifications required by NCS Pearson, Inc.

Coast Community College District
CTC Name

Costa Mesa, CA 92626
City, State, and Zip

J. G. Mast

Signature
(CTC administrative official such as President,
Vice President, Dean, Provost, etc.)

6/1/09
Date

Test Administrator/Supervisor/Proctor Statement

I have received a copy of the *Miller Analogies Test* (MAT) Test Administration Manual and agree to comply with all policies, procedures, and guidelines outlined in that manual. I further agree to protect the security of the *Miller Analogies Test* by taking every reasonable precaution to prevent disclosure of confidential information concerning the test to unauthorized persons. I do not expect to take the *Miller Analogies Test* in the future. I understand that by acting as a Test Administrator, Supervisor, or Proctor, I will be ineligible to take the *Miller Analogies Test* for two years following my most recent exposure to the test.

Irene Arellano
Signature

5/18/2009
Date

Irene Arellano/Proctor
Printed Name/Title

This form must be signed by each Test Administrator, Supervisor, and Proctor.

EXHIBIT B
Inventory of *Miller Analogies* Test Materials

TEST BOOKLETS

<u>Quantity</u>	<u>Form</u>	<u>Serial Numbers</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Attach additional sheets as necessary]

I certify that the above inventory is correct.

Inventory Transferred to:
(complete only if necessary)

Test Administrator (current) Signature

New Test Administrator Signature

Coast Community College District
Controlled Test Center Name

Date

Date

Return to: NCS Pearson, Inc., Attn: PSE Customer Service, 19500 Bulverde Road, San Antonio, Texas 78259



**Mobile Modular Management Corporation**

11450 Mission Blvd., Mira Loma, CA 91752-1015

Ph (951) 360-6600 Fax (951) 360-6622

www.MobileModularRents.com

Contract Addendum

Contract #: 220052

Addendum Date: 5/8/09

Customer : Coast CCD
1370 Adams Ave Bldg. D,
Costa Mesa, CA 92626

Project Name :

Site Address : 2990 Mesa Verde Drive East,
Costa Mesa, CA 92626

Attn : Shirley Spencer
Phone : 714-241-6145
Fax :
E-mail : sspencer@coastline.edu

**ADDENDUM NO. 6 TO
LEASE AGREEMENT**

This will serve as an addendum to the contract agreement entered into between Coast CCCD (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor), dated August 5, 1995.

Renewal Information

Contract No	Original Term	Original Start/Rent Date	Bldg ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
220052	60	8/9/95	45560	Office, 48X60 HCD (NonStd)	7/1/09	6/30/10	12	\$1,599.00

- Rental rates do not include any applicable taxes. Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly.

Section 12, (Indemnity) of the original agreement is amended as follows:

"Except for damage caused by MMM's negligence or intentional wrongdoing, lessee shall indemnify and hold MMM and its agents and employees harmless from any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys fees arising in connection with this lease."

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME. Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Mobile Modular Management Corporation**Coast Community College District**

Printed Name

Jim Moreno

Title:

Title: President, Board of Trustees

Date:

Date:



Amendment to
Agreement Between

**Coast Community
College District**
Coastline Community College/Coast Learning Systems



&

**Kendall/Hunt
Publishing Company**



to Design & Produce
Physical Geology Online Course & Textbook/Workbook

Physical Geology Across the American Landscape

This Amendment is accepted this ___ day of June 2009

(*Agreement date* remains the date the Agreement was signed by all parties and approved by the Coast Community College Board of Trustees) (*Effective Date* remains the date when the 1st payment was received by the Coast Community College District) between the *Coast Community College District* (DISTRICT), a California public educational agency, located at 1370 Adams Avenue, Costa Mesa, California 92626, and *Kendall/Hunt Publishing Company* (PUBLISHER) located at 4050 Westmark Drive, PO Box 1840 Dubuque, Iowa 52004-1840 (also individually and collectively referred to herein as "party" and "parties", respectively).

Amendment

Existing Term:

- 4.4 PUBLISHER shall collect and pay an ONLINE COURSE USE FEE to DISTRICT of twenty-seven dollars (\$27) for each TEXTBOOK/WORKBOOK sold by PUBLISHER to support the ONLINE COURSE, e.g., use of eTOKEN as specified in Paragraph 3.2.3. after PUBLISHER's first publication of the TEXTBOOK/WORKBOOK. It is also understood PUBLISHER will add and collect a fee for this service to the price of the TEXTBOOK/WORKBOOK that is considered a PUBLISHER cost and not part of net revenues and not subject to recovery of the PUBLISHER's ADVANCE as described in *Paragraph 4.7*.

Amended Term:

- 4.4 PUBLISHER shall collect and pay an ONLINE COURSE USE FEE to DISTRICT of twenty-seven dollars (\$27) for each TEXTBOOK/WORKBOOK sold by PUBLISHER to support the ONLINE COURSE, e.g., use of eTOKEN as specified in Paragraph 3.2.3. after PUBLISHER's first publication of the TEXTBOOK/WORKBOOK. It is also understood PUBLISHER will add and collect a fee for this service to the price of the TEXTBOOK/WORKBOOK that is considered a PUBLISHER cost and not part of net revenues and not subject to recovery of the PUBLISHER's ADVANCE as described in *Paragraph 4.7*. **PUBLISHER shall not include an ONLINE COURSE USE FEE to TEXTBOOKS/WORKBOOKS sold to West Virginia University as long as John J. Renton is the instructor of record at West Virginia University.**

Existing Term:

- 4.5 PUBLISHER shall pay an author's ROYALTY to DISTRICT of 25% of PUBLISHERS NET SALES on the first 2,500 of all TEXTBOOK/WORKBOOK packages sold (complete PROJECT COURSE package, e.g., TEXTBOOK/WORKBOOK with eTOKEN) in the cumulative aggregate (regardless of edition), 30% on 2,501-5000 TEXTBOOK/WORKBOOKS sold, and 35% on all copies of the TEXTBOOK/WORKBOOK thereafter, e.g., over 5,000. This royalty will be offset by PUBLISHER development ADVANCE as noted in Paragraph 4.7. until such time as it is paid in full.

Amended Term:

- 4.5 PUBLISHER shall pay an author's ROYALTY to DISTRICT of 25% of PUBLISHER'S NET SALES on the first 2,500 of all TEXTBOOK/WORKBOOK packages sold (complete PROJECT COURSE package, e.g., TEXTBOOK/WORKBOOK with eTOKEN) in the cumulative aggregate (regardless of edition), 30% on 2,501-5000 TEXTBOOK/WORKBOOKS sold, and 35% on all copies of the TEXTBOOK/WORKBOOK thereafter, e.g., over 5,000. This royalty will be offset by PUBLISHER development ADVANCE as noted in Paragraph 4.7. until such time as it is paid in full.
- DISTRICT will not be paid ROYALTIES stemming from sales of TEXTBOOK/WORKBOOK to West Virginia University as long as John J. Renton is the instructor of record at West Virginia University.**

The rest of this page is blank.

Existing Term:

- 4.6 Pay to DISTRICT an author's royalty of seventeen (\$17) dollars for each TEXTBOOK sold when it is not used as part of the ONLINE COURSE, e.g., the eTOKEN is not reprinted and/or sold and access to the ONLINE LESSONS is not available. This royalty will be offset by PUBLISHER development ADVANCE as noted in Paragraph 4.7. until such time as it is paid in full.

Amended Term:

- 4.6 Pay to DISTRICT an author's royalty of seventeen (\$17) dollars for each TEXTBOOK sold when it is not used as part of the ONLINE COURSE, e.g., the eTOKEN is not reprinted and/or sold and access to the ONLINE LESSONS is not available. This royalty will be offset by PUBLISHER development ADVANCE as noted in Paragraph 4.7. until such time as it is paid in full. **DISTRICT will not be paid ROYALTIES stemming from sales of TEXTBOOK/WORKBOOK to West Virginia University as long as John J. Renton is the instructor of record at West Virginia University.**

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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:

For Board President
DISTRICT: Board of Trustees
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

With a Executive Dean,
copy to: Center for Instructional Systems
Development/Coast Learning Systems
Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708

For David L. Tart, Vice President
PUBLISHER: College Division
Kendall/Hunt Publishing Company
4050 Westmark Drive
Dubuque, Iowa 52004-1840

With a Paul B. Carty, Director
copy to: National Book Program
Kendall/Hunt Publishing
4050 Westmark Drive
Dubuque, IA 52002

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year specified below.

Coast Community College District

By: _____
Board President
Board of Trustees

Dated: _____

Kendall/Hunt Publishing Company

By: _____
David L. Tart, Vice President
College Division

Dated: _____

APPROVED AS TO LEGAL REQUIREMENTS

Jack Lipton, Counsel
Coast Community College District

Date: _____

STREAMING MEDIA 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 1st Day of July, 2009 ("Effective Date"), By and between Dedicated Hosting Services, Inc., a California corporation d/b/a Streaming Media Hosting ("Streaming Media Hosting" or "SMH"), and Coast Community College District ("Client"), with its principal place of business at: 1370 Adams Ave., Costa Mesa, California 92626.

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

Initial ____



FIRST AMENDMENT TO BOOKSTORE OPERATING AGREEMENT BETWEEN
THE COAST COMMUNITY COLLEGE DISTRICT AND ORANGE COAST COLLEGE
AND FOLLETT HIGHER EDUCATION GROUP, INC.

This First Amendment ("Agreement") is made as of May 21, 2009 between Coast Community College District and Orange Coast College ("OCC") and Follett Higher Education Group, Inc. ("Follett").

WHEREAS: OCC and Follett entered into a Bookstore Operating Agreement dated July 2, 2008 ("Original Agreement"), the parties now desire to further amend the Agreement.

WHEREAS: Both parties now desire to further amend the Agreement;

NOW, THEREFORE: Intending to be legally bound, School and Follett agree that the Agreement is hereby amended as follows:

1. Section 8.2 of the Agreement is hereby deleted in its entirety and the following new section 8.2 is inserted in its place:

8.2 OCC Bookstore employees who are members of the bargaining unit as defined under the collective bargaining agreement between OCC and the Coast Federation of Classified Employees ("CFCE") are referred to hereinafter as "Classified Employees". The Bookstore currently employs five (5) Classified Employees who shall continue working in their present positions in the Bookstore. ALL Classified Employees shall be maintained on OCC'S payroll and employee benefit plans, and OCC shall provide pay and employee benefits, including group insurance coverage, retirement contributions, paid vacation, and sick leave to all Classified Employees in accordance with the terms of the collective bargaining agreement and applicable law. The Classified Employees shall report to the Vice President of Student Services or designate, who shall be responsible for the Classified Employees' adherence to Follett's policies and procedures, to the extend not inconsistent with the terms of the collective bargaining agreement.

2. Section 15.2 of the Agreement is hereby deleted in its entirety and the following new section 15.2 is inserted in its place:

15.2 Follett will provide \$225,000 capital investment to upgrade and/or enhance the current Bookstore or any new or remodeled facility that will include a college bookstore. The disposition and use of these funds will be at the sole discretion of OCC. Follett's payments for bookstore improvements shall not require OCC to repay Follett in whole or part for these improvements. Disbursement of bookstore funds will be at the discretion of OCC consistent with section 20 of this agreement. At the conclusion of the term of this agreement, any and all remaining portions of the \$225,000 capital investment promised by Follett shall be immediately donated to OCC.

Follett shall provide a one-time donation of \$75,000 to OCC. It is understood that this contribution is intended for underserved students, such as Veterans related programs or other

programs and services determined by the college. This contribution and store remodeling shall be amortized over five years.

All bookstore improvements and upgrades made pursuant to this agreement are the sole property of OCC.

3. Section 20.1 of the Agreement, the first paragraph is hereby deleted in its entirety and the following new first paragraph of Section 20.1 is inserted in its place:

20.1 Follett shall spend up to \$225,000 for store improvement. Store improvement expenditures are expressly for furniture, painting, remodeling and related building improvements. Equipment, including point-of-sale equipment that is readily removable, is not part of store improvement. Any and all store improvement becomes the sole property of OCC.

4. Section 20.2 of the Agreement is hereby deleted in its entirety and the following new Section 20.2 is inserted in its place:

20.2 Follett shall prepare complete plans and specifications for the store improvements for review and approval by OCC, and shall work closely with OCC to develop mutually acceptable plans. OCC shall have the final approval over all the plans. However, if store improvements exceed \$225,000, OCC shall be responsible for the excess.

5. Section 21.4 of the Agreement is hereby deleted in its entirety and the following new Section 21.4 is inserted in its place:

21.4 If necessary, prior to purchase of moveable store fixtures from the \$225,000 capital investment, Follett and OCC shall agree who shall retain ownership of the moveable storage fixture(s).

6. All other terms and conditions of the original Agreement will remain in force and apply to this Amendment.

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

FOLLETT HIGHER EDUCATION
GROUP, INC.



Thomas A. Christopher
President

Dated: 5/19/09

COAST COMMUNITY COLLEGE
DISTRICT

Jim Moreno
President, Governing Board of
Trustees

Dated: _____

- IMPORTANT -

**ID CARD SYSTEM & CARD PRINTER
SERVICE AGREEMENTS**

Coast Community College District (Orange Coast College)
2701 Fairview Rd.
Costa Mesa, CA 92628

Renewal of service agreement on your ID Card System and 2 Printers is due.

1. Please fill out this form and return in the enclosed envelope or fax to 562-493-2714.
2. Use enclosed invoice to process your payment before service agreement expires.

Please indicate your support preference below.

- ☒ YES, I would like the CI Solutions ID Card System Service Agreement and I authorize payment.
Purchase Order # _____
- ☒ YES, I would like the CI Solutions Printer Service Agreement and I authorize payment.
Purchase Order # _____
- ☐ NO, I choose not to have a service agreement on my ID Card System and printer and agree to be billed for service.

ID System Service Agreement Details:

1. Technical support for your ID System operation includes:
 - Unlimited calls to our 800 technical support line.
 - Modem dial-up support of your system to resolve issues quickly.
 - Technical consultation on questions related to the operation of your system.
 2. Technical support *outside* of service agreement is billed at \$175 per hour with a one-hour minimum.
 3. Your ID CARD SYSTEM Service Agreement will expire on **5/26/09**
 4. Annual Cost for CI Solutions ID Card System Service Agreement: **\$0.00**
- * Current warranty covered through 7/1/09 at no additional charge.

Printer Service Agreement Details:

1. Support for your printer operation includes:
 - All parts (excluding printhead)
 - All labor on any repairs
 - A loaner printer if your printer becomes disabled. (*Loaner printer will be the same or a like model and there may be minor color variation in printing as all printers print slightly different*).
 - **NEW: On-site Preventative Maintenance Visit**
 1. We are now providing one on-site preventative maintenance visit per year @ no extra charge to customers who have a current service agreement with us.
 2. Date will be arranged by a CI Solutions technician and will include a complete ID system check & recalibration of software and hardware components.
2. Technical support for your printer *outside* of service agreement is billed at \$125 bench fee and \$125 per hour with one hour minimum, plus parts, labor and \$500 fee for a loaner if one is required (subject to availability).
3. Your 2 **P310C** PRINTER Service Agreements will expire on **5/26/09** Serial# E275675, E289022 (5th yr)
Annual Cost for full CI Solutions Printer Service Agreement: **\$600.00, \$500.00** *Multiple Printer Discount

Please sign and date below.

SIGNATURE _____
Jim Moreno

PLEASE PRINT YOUR NAME

Jim Moreno, Board President, Coast Community
SYSTEM ADMINISTRATOR (IF DIFFERENT) PLEASE **College District**

DATE _____

EXTENDED PRINTER SERVICE AGREEMENT

This service agreement provides technical support for your ID system card printer for a period of one year. Support is provided by CI Solutions (*Card Integrators*) Monday – Friday 8:30 AM to 5:00 PM, P.S.T.

TWO EXTENDED SERVICE AGREEMENTS ARE OFFERED:

1. Limited service agreement: Includes unlimited telephone and/or dial-up support and parts and labor.
2. Full service agreement: Includes unlimited telephone and/or dial-up support, parts and labor, and a loaner printer if needed. (*Loaner printer will be the same or a like model and there may be minor color variation in printing as all printers print slightly different.*) On-site service agreement is available. Please call for details.

TECHNICAL SUPPORT/LOANER PRINTER PROCEDURES

1. Customer has performed a complete cleaning of the printer using approved cleaning materials prior to calling CI Solutions (*Card Integrators*) technical support.
2. Call CI Solutions (*Card Integrators*) for technical support (800 599-7385) and be at the location of your printer so the technician can work through the problem with you.
3. Be prepared to communicate the specific printer model and serial number.
4. If the technician determines that the printer needs to be sent in for servicing, a Return Merchandise Authorization (RMA) number will be issued which is used to track your printer through the repair process.
5. The unit must be packaged and shipped to the destination provided by the technician with the RMA number clearly labeled on the outside of the box. The printer must be shipped in its original printer box or customer must sign a waiver of liability or pay a \$75 replacement box fee.
6. A like or comparable loaner printer will be shipped within 24 hours via UPS ground. Other shipment methods are available at an additional cost to the customer.
7. Customer will pay the cost of shipping to repair destination; CI Solutions will pay shipping to customer.
8. Loaner printer must be shipped back to CI Solutions (*Card Integrators*) within 5 working days after receipt of customer's repaired unit or a \$50 per day charge will apply.

EXCLUSIONS

- For your service agreement to be valid, you must maintain your printer by performing recommended cleaning procedures using approved cleaning materials.
- Maintenance service is contingent upon proper use and care of the printer and does not cover printers that have been modified, subjected to unusual physical or electrical stress, abuse, or damage or have been operated in extreme environmental conditions.
- CI Solutions (*Card Integrators*) shall be under no obligation to furnish any service agreement service if repair or replacement parts are required because of the customer's use of unapproved card stock and/or ribbons.
- CI Solutions (*Card Integrators*) shall be under no obligation to furnish a loaner printer if the customer does not maintain the printer by performing recommended cleaning procedures.
- Printhead is not covered under extended service agreements.

Proper maintenance and cleaning of printers will preserve print quality and expected life of the printer. Refer to the product user's manual for complete maintenance and cleaning information or call CI Solutions (*Card Integrators*) for information – (800) 599-7385.

Technical support for your printer *outside* of service agreement is billed at \$250 bench fee and \$125 per hour with one hour minimum, plus parts, labor and \$500 fee for a loaner if one is required (subject to availability).

Our service agreements are intended to provide a high level of service to our customers. It is imperative that the above guidelines be followed to allow CI Solutions (*Card Integrators*) to provide support for your ID card printer.

EXTENDED ID CARD & SYSTEM OPERATIONS SERVICE AGREEMENT

This service agreement provides direct technical support of your ID Software & Software Operations provided by CI Solutions (*Card Integrators*). This service agreement includes toll-free telephone and internet dial-up support. This service agreement does not include parts and labor or on-site support.

Terms of Service Agreement:

- CI Solutions (*Card Integrators*) provides telephone support during its normal hours of operation, 8:30 a.m. to 5:00 p.m. P.S.T.
- Technical support conforms to operating specifications of the ID System as originally provided.
- Service agreement contract is for one year of unlimited calls.
- Parts, labor and loaner printer is covered under a separate printer service agreement available through CI Solutions (*Card Integrators*).

Conditions of Service Agreement: In order for support to be provided, the customer **MUST** follow the procedures below:

1. Register a system administrator for the annual term. This person serves as the point of contact for all support requirements between CI Solutions (*Card Integrators*) and the customer.
2. Provide direct access to phone support at the physical placement of the ID System and be at your ID system when you place the support call.
3. Provide internet access for system dial-up.
4. Before installing any additional software or hardware to your system, notify CI Solutions (*Card Integrators*). Any damage, misuse or corruption of software or hardware due to the addition of software or hardware without prior notification to CI Solutions (*Card Integrators*) will void maintenance protection.
5. Ensure that operating environment is clean and do not attempt to operate the system in any extreme environmental conditions.
6. Purchase of cards and/or printer ribbons from other than CI Solutions (*Card Integrators*) is grounds for possible voiding of telephone support of your card printer.

All support provided outside of purchase service agreement is billed at a service rate of \$175 per hour with a one-hour minimum.

Our service agreements are intended to provide a high level of service to our customers. It is imperative that the above guidelines be followed to allow CI Solutions (*Card Integrators*) to provide support for your automated ID card system requirements.



3625 Serpentine Drive
Los Alamitos, CA 90720
Tel: (562) 431-2594
(800) 599-7385
Fax: (562) 493-2714
www.cisolutions.biz

Quote

Quote #	COA505-1
Date	rev 5/26/2009
Sales Rep	Kathy Beckwith
	direct x 513

Card Integrators Corporation

Quote To:

Cyndee Montgomery, Enrollment Services
COAST COMMUNITY COLLEGE DISTRICT
ORANGE COAST COLLEGE
(714)432-5773
cyndeem@cccd.edu

Customer Acceptance

Name _____
Date _____
Signature _____
Order may be placed at (800) 599-7385 or fax to
(562) 493-2714

ID System Upgrade

Part #	Description	Qty	Unit Price	Total Price
CI Badge	CI Badge V.7.55	1	\$1,495.00	\$ 1,495.00
	Latest software release for ID issuance with 1 year support			
Discount	Discount offered in upgrade letter dated April 18, 2009	1	\$ (250.00)	\$ (250.00)
Discount	Discount offered for being under a current warranty	1	\$ (100.00)	\$ (100.00)
Integration	Integration of software	1	\$600.00	\$ 600.00
	Includes reconfiguring settings and data entry screen			
	Includes saving of old pictures in current ID Software			
	Includes setup of current layout designs in new software			
	Includes installation via phone and /or dial-up			
Subtotal				\$ 1,745.00
Sales Tax	9.00%			\$ 157.05
Shipping	UPS Ground			\$ 15.00
TOTAL				\$ 1,917.05

Your current ID software support contract expires on 5/27/09 and the annual renewal is \$795. This upgrade comes with a full year software support contract which means you will not need to renew your software support contract for \$795 if you go forward with the upgrade. If you factor that savings in, it brings your upgrade cost down to \$950 plus tax.

DISCOUNTS ABOVE ARE AVAILABLE THROUGH JULY, 2009

QUOTATION TERMS AND CONDITIONS

1. Quoted pricing is good for 60 days from date of quote.
2. California state sales tax will apply.
3. Shipping and handling not included in base price-FOB Los Alamitos and/or CI's hardware providers.
4. Custom printed cards are shipped with a possible 10% variance over or under.
5. Hardware & software warranties are one year unless otherwise stated.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between the Coast Community College District (hereinafter referred to as the District), 1370 Adams Avenue, Costa Mesa, CA, 92626, and Strata Information Group (hereinafter referred to as SIG), 3935 Harney Street, Suite 203, San Diego, California 92110.

1. Services

SIG will provide services as directed in the completion of the tasks set forth in Exhibit A, attached to and made a part of this Agreement. SIG agrees to keep the District regularly informed of the progress of work performed under this Agreement.

2. Compensation

The District will pay SIG \$170.00 per hour plus reasonable travel expenses to provide the services specified in Exhibit A. SIG will invoice monthly for labor and travel expenses. No increase in amount or scope of services is authorized without formal amendment to this Agreement. Rates for services are effective for 12 months from the date of the agreement, and will increase by \$5.00 per hour every subsequent 12 months.

3. Cancellation of Scheduled Services

The parties agree that once the District and SIG have scheduled a specific time during which SIG provides services under the terms of this Agreement, the District shall pay SIG for such services as if SIG had performed such services on the date scheduled, unless the District has notified SIG that the District would like to reschedule or cancel the provision of such services at least fifteen (15) business days prior to the date which SIG is scheduled to perform such services. The District's payment shall include the full cost of scheduled consulting services and all out-of-pocket expenses (e.g., non-refundable airline tickets).

4. Term

This Agreement is effective July 1, 2009 and will continue in effect until June 30, 2010. The agreement may be extended if agreed to in writing by both parties. Either party may cancel this agreement with 90 day written notice to the other party.

5. Non-Hire Provision

SIG will not hire any employee of the District, without the District's permission during his or her employment with the District, or for a period of one (1) year after termination of employment with the District. The District will not hire or contract with any employee of SIG, without SIG's permission during his or her employment with SIG, or for a period of one (1) year after termination of employment with SIG.

6. Reports

Any and all files, notes, reports, manuscripts and any other work produced, prepared or developed by SIG as a part of the work under this Agreement are the property of the District and shall be provided to the District upon the termination of this Agreement.

7. Independent Contractor

SIG will control the means and manner in which work is performed under this agreement and, in all respects, SIG's relationship to the District will be that of an independent contractor, not an employee.

PROFESSIONAL SERVICES AGREEMENT

8. Force Majeure

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation: acts of God; accident; labor disruption; acts, omissions and defaults of third parties; and official, governmental and judicial action not the fault of the party failing or delaying in performance.

9. Warranty

No warranty is stated or implied regarding the services provided under this Agreement.

10. Indemnification

SIG agrees to and shall indemnify, defend and hold harmless the District, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including Interest penalties and reasonable attorneys fees that the District shall incur or suffer, which arise, result from, or relate to the legality and/or enforceability of the Agreement, or actions brought by employees of the District relating to claims arising out of the services rendered by SIG for the District. SIG shall only be liable for those losses, claims, or damages that arise as a result of performance under the terms, conditions, and period of this Agreement which result from the negligence or other wrongdoing of SIG.

11. Limitation of Liability

Except to the extent that the District is damaged due to SIG's negligence or other wrongdoing, SIG and the District acknowledge and agree that In no event will SIG's liability In connection with the services provided by SIG under this agreement exceed the amount actually paid to SIG by the District under this agreement and SIG will not be liable for any special, Incidental, or consequential damages, Including without limitation loss of profits, loss of data, and loss of revenues, even if informed of the possibility thereof in advance. These limitations apply to all causes of action in the aggregate, including without limitation breach of contract, SIG's negligence, strict liability, misrepresentation, and other causes of action based on similar legal theories. SIG and the District further acknowledge and agree that they are entering into this agreement on the understanding that the fees for the services provided by SIG under this agreement have been set to reflect the fact that the District's remedies, and SIG's liability, shall be limited as expressly set forth in this agreement, and, if not so limited, the fees for the same services would have been substantially higher.

12. Entire Agreement

This agreement contains the entire agreement between the parties hereto, and supersedes any and all other agreements heretofore made.

13. Ownership of Works for Hire

All matters produced under this Agreement shall be works for hire and shall become the sole property of the District. Said works cannot be used for any other client or purposes without the District's expressed written permission. The District shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the District.

PROFESSIONAL SERVICES AGREEMENT

14. Worker's Compensation Insurance

SIG agrees to procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of SIG performing this Agreement files a worker's compensation claim against the District, SIG agrees to defend and hold the District harmless from such claim.

15. Nondiscrimination in Employment

SIG agrees that it will not engage in unlawful discrimination in employment because of race, color, religious creed, national origin, ancestry, physical handicap, marital status, or sex.

For the District:

Date: _____

For SIG:

Henry A. Eimstad, Partner

Date: _____

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Statement of Work

Under the terms of this Agreement, SIG will provide consulting services to the staff of the District, as directed, to perform the following work:

Functional and Technical Services

- Functional support services for:
 - SHE Banner® Student including the Self Service functionality
 - SHE Banner® Finance including the Self Service functionality
 - SHE Banner® Human Resources including the Self Service functionality
 - SHE Banner® Financial Aid including Self Service functionality
- Technical support services for:
 - SHE Banner® Student including the Self Service functionality
 - SHE Banner® Finance including the Self Service functionality
 - SHE Banner® Human Resources including the Self Service functionality
 - SHE Banner® Financial Aid including Self Service functionality
- Report generation strategy and development

DBA Support Services

- On-Site Database Administrative (DBA) Services
- Remote Database Administration (DBA) Services
- On-Site Systems Administrative Services (SAS)
- Remote Systems Administration Services (SAS)

**AGREEMENT TO PROVIDE
MANDATED COST CLAIM PREPARATION SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2009, by and between Mandate Resource Services, LLC (hereinafter called "Consultant") and the Coast Community College District (hereinafter called "District").

RECITALS

WHEREAS, Article XIIB of the California State Constitution provides that agencies may recover costs associated with carrying out programs mandated by the State of California;

WHEREAS, District desires to obtain maximum reimbursement for costs incurred in carrying out State-mandated programs, and has determined that retaining Consultant for the preparation and filing of reimbursable State mandated cost claims is the most economical and cost-effective means for preparing the District's State mandated cost claims; and

WHEREAS, the Consultant is qualified to perform such services;

WHEREAS, it is necessary and desirable that the Consultant be retained by District for the purpose of preparing and submitting State mandated cost claims.

NOW, THEREFORE, the parties mutually agree as follows:

1. Services to be Performed by Consultant. Consultant shall interview and train District staff on State mandated cost reimbursable programs, keep the District updated on laws, programs, and information related to State mandated costs, collect appropriate data, prepare, and file claims with the State Controller's Office. Consultant will represent the District in any question, audit, or dispute from the State Controller's Office. Consultant hereby agrees to file the following Claims:
 - a. Applicable actual annual claims for the fiscal year 2008-2009;
 - b. All new claims for which claiming instructions are issued in the contract term;
2. Consultant Claim Filing Requirements. The Consultant shall file Claims to the extent that appropriate documentation is available and verifiable. The District explicitly acknowledges that the Consultant does not warrant that claims will be filed for each and every mandate listed.
3. Costs and Method of Compensation. In consideration of the services set forth above, District agrees to pay the Consultant a fixed fee of Eight Thousand Dollars (\$8,000) payable in two (2) equal payments. Fifty percent (50%) or Four Thousand Dollars (\$4,000) of the fixed fee shall be due on December 31, 2009, and the remaining Four Thousand Dollars (\$4,000) shall be due on April 1, 2010.
4. Term of Agreement. The respective duties and obligations of the parties to this Agreement shall commence July 1, 2009, and terminate June 30, 2010.
5. Services and Materials to be Furnished by the District. The Consultant shall provide guidance to the District in determining the data and documentation required for the preparation and submission of the claims and is under no obligation to verify


its accuracy. The Consultant shall assume all data so provided to be correct. The District further agrees to provide all specifically requested data, documentation and information to the Consultant in a timely manner. Consultant shall not be liable for claims that cannot be filed as a result of inadequate data or data provided in an untimely manner. For purposes of this Agreement, data that is requested by the Consultant must be provided within four (4) weeks of the request, or four (4) weeks prior to the filing deadline, whichever would come first, to be deemed to have been received in a timely manner.

6. Not Obligated to Third Parties. The District shall not be obligated or liable hereunder to any party other than the Consultant.
7. Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by District employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the District under the claims for whatever reason is the sole responsibility of District.
8. Insurance. The Consultant shall acquire and maintain appropriate general business liability insurance and automobile insurance.
9. Modification. This Agreement may be modified or amended by the parties. Any modification of this Agreement will be effective only if it is in writing by the party to be charged. Either party may terminate this agreement at any time upon a thirty (30) days written notice. In the event that either party terminates this Agreement as provided for in this paragraph, final payment for all services performed by Consultant prior to the termination of this Agreement shall be made by District no later than thirty (30) days after notice of termination of the Agreement is given to the non-terminating party.
10. Governing Law. This agreement shall be binding on and shall be for the benefits of the parties hereto and their respective heirs, executors, administrators, success, and assigns, and shall be governed by the laws of the State of California.
11. Notices. All notices required under this Agreement shall be either (1) in writing, delivered by registered or certified mail, postage prepaid, return receipt requested; (2) by telegraphic communication; or (3) by personal delivery. Notice shall be deemed communicated as of deposit in the United States mail, delivery to the telegraph company, or upon personal delivery, respectively. The place to which notices shall be addressed to each party appears after the signatures below; provided, however, that each party may change his address by notice in accordance with this section.
12. Attorneys Fees. If any legal action is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which the party may be entitled.
13. Entire Agreement. This agreement supersedes any and all other agreements, whether oral or written between the parties with respect to the subject matter of this agreement, and no other agreement, statement, or promise relating to the subject matter of this agreement which is not contained herein shall be valid.

14. Assignment. Neither this agreement nor any duties or obligations hereunder shall be assignable by the Consultant without the prior written consent of the District.

Dated: February 27 , 2009

MANDATE RESOURCE SERVICES, LLC

By: 
HARMEET S. BARKSCHAT
President

COAST COMMUNITY
COLLEGE DISTRICT

Dated: _____ , 2009

By: _____

Title: _____



**Orange County Sanitation District - Estimated Costs of Potential Legal Action
Best Best & Krieger**

ATTACHMENT A

District	P-2 ADA (K-12) FTE (CC)	Pro-Rata Share	Litigation Cost Breakdown											Total Cost For All Phases
			I	I	Phase I Total	II	II	II	Phase II Total	III	III	III	Phase III Total	
			Consult ¹	Expert Witness ²		Demurrer ³	Discovery ⁴	Other Fees ⁵		Trial Preparation ⁶	Trial ⁷	Post Trial ⁸		
Anaheim City	18,696.96	4.49%	\$ 897.51	\$ 2,243.78	\$ 3,141.30	\$ 673.13	\$ 4,038.81	\$ 224.38	\$ 4,936.32	\$ 10,097.02	\$ 3,365.67	\$ 1,121.89	\$ 14,584.59	\$ 22,662.21
Buena Park	5,372.85	1.29%	\$ 257.91	\$ 644.78	\$ 902.70	\$ 193.44	\$ 1,160.61	\$ 64.48	\$ 1,418.53	\$ 2,901.53	\$ 967.18	\$ 322.39	\$ 4,191.10	\$ 6,512.32
Centralia	4,610.12	1.11%	\$ 221.30	\$ 553.25	\$ 774.55	\$ 165.98	\$ 995.85	\$ 55.33	\$ 1,217.15	\$ 2,489.63	\$ 829.88	\$ 276.63	\$ 3,596.13	\$ 5,587.83
Cypress	3,988.46	0.96%	\$ 191.46	\$ 478.65	\$ 670.11	\$ 143.59	\$ 861.56	\$ 47.86	\$ 1,053.02	\$ 2,153.91	\$ 717.97	\$ 239.32	\$ 3,111.20	\$ 4,834.33
Fountain Valley	5,975.66	1.43%	\$ 286.85	\$ 717.13	\$ 1,003.98	\$ 215.14	\$ 1,290.83	\$ 71.71	\$ 1,577.68	\$ 3,227.07	\$ 1,075.69	\$ 358.56	\$ 4,661.32	\$ 7,242.98
Fullerton	13,118.13	3.15%	\$ 629.71	\$ 1,574.28	\$ 2,203.99	\$ 472.28	\$ 2,833.70	\$ 157.43	\$ 3,463.41	\$ 7,084.26	\$ 2,361.42	\$ 787.14	\$ 10,232.82	\$ 15,900.22
Huntington Beach City	6,497.28	1.56%	\$ 311.89	\$ 779.72	\$ 1,091.61	\$ 233.92	\$ 1,403.50	\$ 77.97	\$ 1,715.39	\$ 3,508.76	\$ 1,169.59	\$ 389.86	\$ 5,068.21	\$ 7,875.22
La Habra City	5,452.36	1.31%	\$ 261.73	\$ 654.33	\$ 916.06	\$ 196.30	\$ 1,177.79	\$ 65.43	\$ 1,439.52	\$ 2,944.47	\$ 981.49	\$ 327.16	\$ 4,253.12	\$ 6,608.70
Lowell Joint	1,352.85	0.32%	\$ 64.94	\$ 162.35	\$ 227.29	\$ 48.71	\$ 292.23	\$ 16.24	\$ 357.18	\$ 730.59	\$ 243.53	\$ 81.18	\$ 1,055.29	\$ 1,639.76
Magnolia	6,116.58	1.47%	\$ 293.62	\$ 734.04	\$ 1,027.65	\$ 220.21	\$ 1,321.27	\$ 73.40	\$ 1,614.88	\$ 3,303.17	\$ 1,101.06	\$ 367.02	\$ 4,771.25	\$ 7,413.78
Ocean View	9,224.86	2.21%	\$ 442.82	\$ 1,107.06	\$ 1,549.88	\$ 332.12	\$ 1,992.70	\$ 110.71	\$ 2,435.52	\$ 4,981.75	\$ 1,660.58	\$ 553.53	\$ 7,195.86	\$ 11,181.27
Savanna	2,368.46	0.57%	\$ 113.69	\$ 284.23	\$ 397.93	\$ 85.27	\$ 511.62	\$ 28.42	\$ 625.31	\$ 1,279.05	\$ 426.35	\$ 142.12	\$ 1,847.52	\$ 2,870.76
Westminster	9,605.68	2.31%	\$ 461.10	\$ 1,152.76	\$ 1,613.86	\$ 345.83	\$ 2,074.96	\$ 115.28	\$ 2,536.07	\$ 5,187.41	\$ 1,729.14	\$ 576.38	\$ 7,492.92	\$ 11,642.85
Anaheim Union	31,550.34	7.57%	\$ 1,514.52	\$ 3,786.29	\$ 5,300.81	\$ 1,135.89	\$ 6,815.32	\$ 378.63	\$ 8,329.84	\$ 17,038.31	\$ 5,679.44	\$ 1,893.15	\$ 24,610.89	\$ 38,241.53
Fullerton Joint Union	14,650.06	3.52%	\$ 703.25	\$ 1,758.12	\$ 2,461.37	\$ 527.44	\$ 3,164.62	\$ 175.81	\$ 3,867.87	\$ 7,911.55	\$ 2,637.18	\$ 879.06	\$ 11,427.80	\$ 17,757.04
Huntington Beach Union	15,380.20	3.69%	\$ 738.30	\$ 1,845.75	\$ 2,584.04	\$ 553.72	\$ 3,322.34	\$ 184.57	\$ 4,060.64	\$ 8,305.85	\$ 2,768.62	\$ 922.87	\$ 11,997.35	\$ 18,642.03
Brea-Olinda	5,746.85	1.38%	\$ 275.87	\$ 689.67	\$ 965.53	\$ 206.90	\$ 1,241.40	\$ 68.97	\$ 1,517.27	\$ 3,103.50	\$ 1,034.50	\$ 344.83	\$ 4,482.84	\$ 6,965.64
Garden Grove	46,604.96	11.19%	\$ 2,237.19	\$ 5,592.96	\$ 7,830.15	\$ 1,677.89	\$ 10,067.33	\$ 539.30	\$ 12,304.52	\$ 25,168.34	\$ 8,389.45	\$ 2,796.48	\$ 36,354.26	\$ 56,488.93
Los Alamitos	9,196.16	2.21%	\$ 441.44	\$ 1,103.61	\$ 1,545.06	\$ 331.08	\$ 1,986.50	\$ 110.36	\$ 2,427.95	\$ 4,966.25	\$ 1,655.42	\$ 551.81	\$ 7,173.48	\$ 11,146.48
Newport-Mesa	20,601.38	4.94%	\$ 988.93	\$ 2,472.33	\$ 3,461.26	\$ 741.70	\$ 4,450.19	\$ 247.23	\$ 5,439.12	\$ 11,125.48	\$ 3,708.49	\$ 1,236.16	\$ 16,070.13	\$ 24,970.52
Orange	28,987.31	6.96%	\$ 1,391.48	\$ 3,478.71	\$ 4,870.19	\$ 1,043.61	\$ 6,261.67	\$ 347.87	\$ 7,653.15	\$ 15,654.18	\$ 5,218.06	\$ 1,739.35	\$ 22,611.59	\$ 35,134.93
Placentia-Yorba Linda	25,113.98	6.03%	\$ 1,205.55	\$ 3,013.88	\$ 4,219.43	\$ 904.16	\$ 5,424.98	\$ 301.39	\$ 6,630.53	\$ 13,562.44	\$ 4,520.81	\$ 1,506.94	\$ 19,590.19	\$ 30,440.15
Santa Ana	55,334.06	13.28%	\$ 2,656.21	\$ 6,640.52	\$ 9,296.73	\$ 1,992.16	\$ 11,952.94	\$ 664.05	\$ 14,609.15	\$ 29,882.36	\$ 9,960.79	\$ 3,320.26	\$ 43,163.41	\$ 67,069.30
Tustin	20,926.68	5.02%	\$ 1,004.55	\$ 2,511.37	\$ 3,515.91	\$ 753.41	\$ 4,520.46	\$ 251.14	\$ 5,525.01	\$ 11,301.15	\$ 3,767.05	\$ 1,255.68	\$ 16,323.89	\$ 25,364.81
Coast	17,390.00	4.17%	\$ 834.77	\$ 2,086.94	\$ 2,921.71	\$ 626.08	\$ 3,756.49	\$ 208.69	\$ 4,391.26	\$ 9,891.22	\$ 3,180.44	\$ 1,048.44	\$ 14,119.10	\$ 21,788.07
North Orange County	17,278.00	4.15%	\$ 829.40	\$ 2,073.50	\$ 2,902.90	\$ 622.05	\$ 3,732.29	\$ 207.35	\$ 4,561.69	\$ 9,330.73	\$ 3,110.24	\$ 1,036.75	\$ 13,477.73	\$ 20,942.52
Rancho Santiago	15,499.00	3.72%	\$ 744.00	\$ 1,860.00	\$ 2,604.00	\$ 558.00	\$ 3,348.00	\$ 186.00	\$ 4,092.01	\$ 8,370.01	\$ 2,790.00	\$ 930.00	\$ 12,090.02	\$ 18,786.03
Totals	416,639.23	100.00%	\$ 20,000.00	\$ 50,000.00	\$ 70,000.00	\$ 15,000.00	\$ 90,000.00	\$ 5,000.00	\$ 110,000.00	\$ 225,000.00	\$ 75,000.00	\$ 25,000.00	\$ 325,000.00	\$ 505,000.00

1 - Meetings with school district and office of education representatives

2 - Retain an engineering consulting firm as an expert witness with an estimated cost of \$50,000.

3 - A demurrer challenges all or a portion of the lawsuit. The \$15,000 would cover the preparation of the demurrer, evaluation of opposition, preparation of reply to opposition, and attendance in court.

4 - Average monthly cost of \$15,000 for approximately 4-6 months. For budgeting purposes, the higher estimate of \$90,000 (\$15,000 X 6 months) was used.

5 - \$5,000 includes court reporter fees, travel, and copying costs.

6 - Ranges from \$50,000 to \$75,000 during the three months preceding the trial. For budgeting purposes, the higher estimate of \$75,000 per month was used.

7 - Estimated cost range is \$50,000 to \$75,000 for a trial estimated to be 5 to 7 days. For budgeting purposes, the higher estimate of \$75,000 was used.

8 - Includes closing trial brief(s), statement of decision, and discussions with school district representatives.



INTERSCHOLATM SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is made as of the last date set forth below in the signature blocks of this Agreement (the "**Effective Date**") by and between Interscholastic Trading Company, LLC, having its principal place of business in San Francisco, California ("**InterSchola**"), and Coast Community College District, located in Costa Mesa, California ("**Client**").

Recitals

A. InterSchola offers a service to assist Client in selling surplus new and used education goods in an online auction environment and through other surplus goods channels in compliance with CA Education Code Sections 17540-17542, 17545-17547, 60510-60511 and/or 81450-81460 as appropriate.

B. Client desires to sell surplus education goods and to engage InterSchola to assist in such endeavor.

Agreement

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. InterSchola Responsibilities.

InterSchola shall use commercially reasonable efforts to perform the services as more fully described in Exhibit A ("**Auction Plan and Schedule**") and to complete such services in a professional and workmanlike manner. InterSchola may retain independent contractors to manage the auction activities remotely and at the Client location(s) ("**Field Auction Manager(s)**") and shall use commercially reasonable efforts to ensure that the Field Auction Managers perform their tasks in a professional and workmanlike manner. InterSchola shall be in compliance with all laws, ordinances, rules and regulations relevant as a result of the services contemplated hereunder. InterSchola shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement. InterSchola will indemnify and hold harmless Client and its officers, directors, employees and agents from and against all claims, damages, losses or costs (including reasonable attorney fees) arising in connection with any claim based on or arising from the negligence or willful misconduct of InterSchola or its agents. InterSchola may update Exhibit A ("**Auction Plan and Schedule**") by providing Client thirty (30) days written notice.

2. Client Responsibilities.

Client agrees to assign a representative who will be the primary contact for InterSchola (the "**Client Representative**") to work with InterSchola and its Field Auction Manager(s). Client will provide a safe and clean environment for the Field Auction Manager(s) in which to perform his/her inventory and related work. Further, Client acknowledges that InterSchola's ability to perform as required under the Auction Plan and Schedule will require Client to perform certain tasks as contemplated in Exhibit A, which Client agrees to perform in a commercially reasonable manner. Client shall be in compliance with all laws, ordinances, rules and regulations relevant as a result of the services contemplated hereunder. Client represents that it has the right to sell any items to be sold in connection with this Agreement. Client will indemnify and hold harmless InterSchola and its officers, Managers, employees and agents from and against all claims, damages, losses or costs (including reasonable attorney fees) arising in connection with any claim based on or arising from items sold or offered for sale in connection with this Agreement or title thereto, except to the extent such claim is based on the negligence or willful misconduct of InterSchola or its agents.

3. Relationship of the Parties.

Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between Client and InterSchola or between Client and InterSchola's Field Auction Manager(s). InterSchola agrees and acknowledges that neither it nor any of its employees or independent contractors shall be considered officers, employees or agents of Client and are not entitled to benefits of any

kind from Client and InterSchola shall be responsible for payment of all federal, state and local taxes or contributions, if any, including for unemployment insurance, social security and income taxes with respect to InterSchola's employees.

4. Fees.

Client agrees to receive payment for items sold by InterSchola on behalf of Client less fees to InterSchola as set forth in Exhibit B ("**Fee Structure**"). InterSchola may update Exhibit B from time to time by providing Client thirty (30) days written notice, but in no event will such an update affect any listings for which Public Notice has already been posted. Client shall be responsible for the payment of any other fees, fines, licenses or taxes (including sales tax collected) required of or imposed against Client.

5. Client Acknowledgements.

Client acknowledges and agrees that: (i) InterSchola cannot predict how much, if any, revenue will be produced for Client through the activities contemplated in the Auction Plan and Schedule; (ii) the parties may not succeed in significant reduction of inventory or storage requirements for Client; (iii) active participation in the Auction Plan and Schedule by an appointed Client Representative will be required by Client and its employees or contractors (as set forth in this agreement); (iv) the Field Auction Managers may be independent contractors retained by InterSchola, and may not be fully bonded or insured; and (v) InterSchola makes no representation that it has performed background checks on all employees or independent contractors of InterSchola, and as a result Client agrees to assign Client Representative to supervise and monitor InterSchola's employees or Field Auction Managers while they are on Client's site and not to permit InterSchola nor any of its employees or Field Auction Managers to have contact with any pupil during the course of performing the services contemplated herein.

6. Confidentiality; Limits Imposed by Law.

InterSchola acknowledges that its Confidential Information may be disclosed to members of the public as required by the California Public Records Act (Government Code section 6250 et seq.) or at Client's public board meetings pursuant to the Brown Act (Government Code Section 54950 et seq.) Except to the extent required by these or other laws, a party receiving Confidential Information from the other party will not disclose or use it except as necessary to perform its obligations or enforce its rights under this Agreement, and each party will take all reasonable steps to ensure that its employees and agents comply with the foregoing. In the event of use or disclosure by the receiving party in violation of this Agreement, the disclosing party will be entitled to seek legal or equitable relief without posting bond.

"Confidential Information" means: (i) with respect to Client, any personally identifiable information of a student of Client's; (ii) with respect to InterSchola, all information which gives InterSchola a competitive business advantage or the disclosure of which would be detrimental to its interests; (iii) the terms of this Agreement; and (iv) all information that is marked as confidential. "Confidential Information" does not include information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) is received by the receiving party from a third party other than in breach of confidentiality obligations; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process.

7. Disclaimer of Warranties.

INTERSCHOLA DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INTERSCHOLA OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF INTERSCHOLA'S OBLIGATIONS HEREUNDER.

8. Limitation of Liability and Damages.

EXCEPT WITH RESPECT TO CLIENT'S INDEMNITY OBLIGATIONS IN SECTION 2, NEITHER PARTY NOR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT WILL INTERSCHOLA'S LIABILITY ARISING OUT OF OR OTHERWISE WITH RESPECT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE GREATER OF THE MAXIMUM AMOUNT COVERED BY ANY APPLICABLE INSURANCE CARRIED BY INTERSCHOLA OR THE AMOUNTS RECEIVED BY INTERSCHOLA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE LIABILITY IS DETERMINED.

9. Term and Termination.

The term ("Term") of this Agreement shall begin on the Effective Date and shall continue thereafter for one year with automatic one year renewals. Either party may terminate this Agreement for material breach by the other party that is not cured thirty (30) days after receipt of written notice by the non-breaching party. Following the first anniversary of the Effective Date, either party may terminate this Agreement for no cause by providing thirty (30) days written notice to the other party.

10. Publicity.

Client grants InterSchola the right to and agrees that InterSchola may use Client's name and the existence of this Agreement in client lists, presentations or promotions with prior written approval from Client, which shall not be unreasonably withheld.

11. Insurance.

InterSchola shall procure and maintain for the duration of the Term insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by InterSchola.

InterSchola shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence. \$2,000,000 aggregate.

12. General Provisions.

12.1. Arbitration and Governing Law. Except as provided below, any dispute, controversy or claim relating to this Agreement shall be resolved in Orange County, California in accordance with the then-existing Commercial Arbitration Rules promulgated by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court. This Agreement shall be governed by the laws of the State of California without reference to its conflict of laws rules.

12.2. Entire Agreement. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein. This Agreement may be amended only by a written agreement signed by both parties.

- 12.3. Anti-Discrimination. InterSchola will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation or gender of such persons.
- 12.4. Assignment. The obligations of InterSchola pursuant to this Agreement may not be assigned, except, in the case of a merger or acquisition of all or substantially all of InterSchola's business.
- 12.5. Severability. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.
- 12.6. Waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.
- 12.7. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder resulting from any cause beyond such party's reasonable control, including but not limited to acts of God, weather, fire, floods, strikes, work stoppages, slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of government, and acts of war or terrorism.
- 12.8. Survival. The following provisions shall survive termination or expiration of this Agreement: Section 2 (but only with respect to Client's indemnity obligation); Section 6 (Confidentiality); Section 7 (Disclaimer of Warranties); Section 8 (Limitation of Liability and Damages), and Section 12 (General Provisions).

AGREED AND ACKNOWLEDGED:

CLIENT: _____ **INTERSCHOLASTIC TRADING COMPANY, LLC**

Signature: _____ **Signature:** _____

Print Name: _____ **Print Name:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

Please fax the complete signed contract to (415) 651-9676.

In addition, please mail two (2) signed copies (with original signatures) of the complete agreement to:

InterSchola
1004A O'Reilly Avenue, 3rd Floor
San Francisco, CA 94129



Blackboard

March 6, 2009

Sandra Badenoch
District Information Services
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626-5429

RE: BLACKBOARD SOLE SOURCE MANUFACTURER CERTIFICATION

Dear Ms. Badenoch. ,

By copy of this correspondence, Blackboard Inc. does hereby certify that it is the sole manufacturer of the Blackboard Learning System™ and sole provider of Blackboard Technical Support Services. Furthermore, the Blackboard Learning System and associated services cannot be obtained at a lower price than is offered directly by Blackboard.

If you have any questions or require additional information, please feel free to contact me at 202-463-4860 ext. 2282. We look forward to meeting your online teaching and learning needs!

Warmest Regards,

Tess Frazier
Vice President - Contracts
Blackboard Inc.





Blackboard

**BLACKBOARD LICENSE AND SERVICES AGREEMENT
COVER PAGE**

The attached documents describe the relationship between Blackboard and the Customer identified below. The documents attached to this cover page will consist of the Master Terms, which describe and set forth the general legal terms governing the relationship, and one (1) or more schedules describing and setting forth detail about that relationship, depending upon the particular software and/or services Blackboard will provide to the Customer.

This License and Services Agreement includes this cover page, the attached pricing summary and Master Terms, and all Schedules that are attached to such Master Terms and are separately executed by the Parties. This Agreement, including the attached Master Terms, will become effective when this cover page is executed by authorized representatives of both Parties.

CUSTOMER INFORMATION:			
Name/Company:	Coast Community College District	Principal Contact Person:	
Fax:		Phone:	
Address:	1370 Adams Avenue Costa Mesa, CA 92626-5429 USA		
Billing Contact:		Title:	
Address:	1370 Adams Avenue Costa Mesa, CA 92626-5429 USA		
Phone:		Email Address:	
Fax:			
2009 Renewal Term of Agreement:	1 year		

IN WITNESS WHEREOF, the parties hereto have executed this cover page as of the date written below.

BLACKBOARD	CUSTOMER: Coast Community College District
Signature TESS FRAZIER- VICE PRESIDENT	Signature
Print Name and Title	Print Name and Title
Date:	Date:

Coast Community College District Pricing Summary

Product Description	Qty.	Units	Year 1 of 2009 Renewal Term Fees (USD) 06/30/09-06/29/10
LS Vista™ Enterprise	1	YR	\$137,100
Blackboard ICM	1	YR	*
Blackboard ICM (2 nd Instance)	1	YR	*
TOTAL:			\$137,100

* Customer has already paid for the time period of March 6, 2009 to June 29, 2010 for ICM in order to align that renewal with their Vista License renewal.

Designated Server Site (Physical Location of the Software): 1370 Adams Avenue Costa Mesa, CA 92626-5429 USA	Database Version:	Operating System:	Hardware Model:
Customers FTE/User Band: 8,000 – 15,000			

BLACKBOARD MASTER TERMS

Blackboard offers software and services that are useful for a range of educational purposes, from development of course websites to development of an entire online campus, and Blackboard also offers technology that allows institutions to establish and manage accounts for a stored value card system and security access system. Customer wishes to use such Blackboard software, services and other technology to enhance its own educational programs, and Blackboard is willing to grant to Customer a license for this purpose in accordance with the terms and conditions contained in this Agreement.

In consideration of the following mutual promises and agreements, the Parties agree as follows:

I. SCOPE OF AGREEMENT.

1.1 **Exhibits and Schedules.** These Master Terms describe the general terms by which Customer may license Software and purchase Services and/or Equipment (each as defined below) from Blackboard as set forth in any Schedule (as defined below). The pricing related to the license of software and the purchase of services is outlined in the Pricing Summary and the specific terms related to the license of Software or purchase of Services and/or Equipment are described in the appropriate Software Schedules or Service Schedules which have been separately executed by the Parties, and Exhibits to such Schedules (collectively referred to as "Schedules"). Schedules may be added or deleted from time to time by the agreement of the parties, but Customer acknowledges that it only has rights to use Software or receive Services/Equipment to the extent provided pursuant to one or more applicable Schedules which has been executed and remains in force.

1.2 **Order of Precedence.** In the event a conflict arises between these Master Terms and the provisions of any Schedule, these Master Terms will govern unless the relevant Schedule expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of this Agreement. This means that the terms and conditions of any purchase order or payment documentation will not be binding upon either Party.

2. DEFINITIONS

2.1 **"Agreement"** means the License and Services Agreement including, the Cover Page, the Pricing Summary and all Schedules (and exhibits to Schedules) attached to these Master Terms, as amended from time to time.

2.2 **"Available Date"** means, with respect to any particular Software, Equipment, or Support Services, the date upon which the relevant Software or Support Services are made available to Customer pursuant to the terms of the relevant Schedule, regardless of whether Customer utilizes the Software, Equipment, or Support Services and for Equipment, the date a valid Purchase Order is accepted by Blackboard.

2.3 **"Blackboard"** means Blackboard Inc., a Delaware corporation with its principal office and place of business at 650 Massachusetts Avenue, NW, 1st floor, Washington, DC 20001 U.S.A, including its wholly owned subsidiaries.

2.4 **"Confidential Information"** means any non-public information disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, Confidential Information will be deemed to include, without limitation, information about a Party's business, vendors, customers, end users, end users' grades or other educational information, end users' financial information, transaction data, products, services, employees, finances, costs, expenses, financial or competitive condition, policies, and practices, computer software programs and programming tools and their respective design, architecture, modules, interfaces, databases and database structures, non-literal elements, capabilities and functionality, source code and object code, as well as research and development efforts, marketing and distribution efforts, licensing, cross-licensing, marketing and distribution practices, computer software programs and other information licensed or otherwise disclosed to a Party in confidence by a third party, and any other non-public information that does or may have economic value by reason of not being generally known.

2.5 **"Customer"** means the customer identified on the cover page to which these Master Terms are attached.

2.6 **"Customer Content"** means any data, information, graphics or other media files or other content, including, but not limited to, course

materials, provided by or for Customer or any end user of the Software through use of the Software, excluding any portion of the Software or Documentation.

2.7 **"Designated Server Site"** means the physical location where the Software will be installed, either a location operated by Customer, or hosted by Blackboard.

2.8 **"Documentation"** means, with respect to any particular Software or Equipment, any applicable standard end user specifications and/or operating instructions provided by Blackboard for such Software and/or Equipment, which may be amended from time to time. Documentation does not include any sales or marketing materials.

2.9 **"Effective Date"** means the date upon which both Parties have executed the cover page to which these Master Terms are attached.

2.10 **"Equipment"** means any hardware and/or firmware provided by Blackboard to Customer pursuant to any Schedule, including, without limitation, hardware and/or firmware related to the stored value card system and security access system. Unless otherwise specified, Equipment shall be provided to Customer upon receipt and acceptance by Blackboard of a valid Purchase Order.

2.11 **"Master Terms"** means these Blackboard Master Terms.

2.12 **"Party"** means either Blackboard or Customer.

2.14 **"Services"** means any services provided by Blackboard to Customer pursuant to any Schedule, including, without limitation, consulting, educational, managed hosting installation and managed hosting, system administration, training or maintenance and support services.

2.15 **"Software"** means the object code version of the Blackboard Learn™, Blackboard, Transact™ or Blackboard Connect™ software as described on the applicable Software Schedule(s).

2.16 **"Test Copy"** shall mean one (1) copy of the Software for use solely for the purposes of testing the Software. Under no circumstances shall a test copy be used for production purposes. Unless otherwise indicated in an attached Schedule, test copies are unsupported.

3. APPLICATION OF SCHEDULES.

3.1 **Provision by Blackboard.** Blackboard agrees to make available and/or provide, as applicable, the Software, Equipment or Services required by any Schedule duly executed, attached and incorporated into this Agreement.

3.2 **No Further Obligations.** Except as required by any applicable Schedule or as otherwise agreed between the Parties, Customer acknowledges that Blackboard has no obligation under this Agreement to provide Software, Equipment or Services of any nature to Customer.

4. CONFIDENTIALITY

4.1 **Nondisclosure and Nonuse.** Except as Customer may be required to disclose under the California Public Records Act, each Party will keep the other Party's Confidential Information confidential. Specifically, each Party receiving Confidential Information agrees not to disclose such Confidential Information except to those directors, officers, employees and agents of such Party (i) whose duties justify their need to know such information and (ii) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Each Party acknowledges that it has all requisite authority under applicable laws to provide the other Party with access to Confidential Information. Each Party receiving Confidential Information further agrees that it will not use such Confidential Information except for the purposes set forth in this Agreement. Each Party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such Party uses with respect to its own confidential and proprietary information, provided that in any case it shall not use less than the care a reasonable person would use under similar circumstances.

4.2 Notice. The receiving Party will promptly notify the disclosing Party in the event the receiving Party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing Party may reasonably request, at the disclosing Party's expense, in any litigation against any third parties to protect the disclosing Party's rights with respect to the Confidential Information.

4.3 Terms of Agreement. Except as otherwise provided by law, neither Party shall disclose the terms of the Agreement to any third party; provided, however, that either Party may disclose the terms of this Agreement to its professional advisers, or to any potential investor or acquirer of a substantial part of such Party's business (whether by merger, sale of assets, sale of stock or otherwise), provided that such third party is bound by a written agreement or legal duty on terms at least as strict as those set out in this Section 4 to keep such terms confidential.

4.4 Exceptions to Confidential Treatment. Notwithstanding the foregoing, the preceding provisions of this Section 4 will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information to the limited extent necessary: (a) to comply with the order of a court of competent jurisdiction or other governmental body having authority over such Party, provided that the Party making the disclosure pursuant to the order will first have given notice to the other Party and made a reasonable effort to obtain a protective order; (b) to comply with applicable law or regulation requiring such disclosure; or (c) to make such court filings as may be required to establish a Party's rights under this Agreement.

4.5 Contact Information. Customer hereby authorizes Blackboard to include and use individual Customer contact information (i.e., primary contact, system administrator, billing contact) in contact lists for emails, mailings, and faxes from Blackboard relating to Blackboard-provided products and services, support, product and service matters, newsletters, user groups and events, and to provide contact information to third parties whose products or services Customer has purchased through Blackboard for the purpose of providing those products and services or support or maintenance for the products and services. Customer acknowledges that it has the right to provide such consent, and Blackboard acknowledges that it will not use or distribute the contact information except as explicitly set forth above.

4.6 Other Rights. Customer hereby grants to Blackboard the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Software in Blackboard's promotional materials. Blackboard agrees to discontinue such use within fourteen (14) days of Customer's written request.

5. TERM; TERMINATION

5.1 Term. This Agreement shall commence as of the Effective Date and shall continue in effect until either: (i) the expiration of the minimum term, as specified on the Cover Sheet, or (ii) the expiration or termination of all Schedules, whichever occurs later.

5.2 Termination for Breach. In the event that either Party materially breaches any obligation, representation or warranty under this Agreement, the non-breaching Party may terminate this Agreement in its entirety, or, at the non-breaching Party's option, it may terminate solely the relevant Schedule pursuant to which such breach has occurred, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Without limiting the foregoing, either Party may terminate this Agreement immediately upon written notice to the other Party in the event the other Party materially breaches the provisions of Section 4 or the license usage restrictions in any Software Schedule.

5.3 Termination for Insolvency. Without prejudice to any other available remedies, either Party may terminate this Agreement immediately upon written notice if: (i) the other Party becomes insolvent, files for relief under any bankruptcy law, or makes an assignment for the

benefit of its creditors generally or has a liquidator or a receiver appointed over a substantial part of its business or assets or commences to be wound up (other than for the purposes of a solvent amalgamation or reconstruction) or (ii) any other circumstances arise in any jurisdiction which entitle a Court or a creditor to appoint a liquidator, receiver, administrative receiver or administrator or equivalent officer or make a winding up order in relation to such Party.

5.4 Effect of Termination. Upon termination of this Agreement, all Schedules shall automatically and immediately terminate, and all licenses granted under this Agreement shall immediately cease. Upon termination, Customer will immediately discontinue all use of materials licensed under this Agreement, and will pay to Blackboard all amounts due and payable hereunder. Each Party: (i) will immediately cease any use of the other Party's Confidential Information; (ii) will delete any of the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; and (iii) will return to the other Party or, at the other Party's option, destroy, all copies of the other Party's Confidential Information then in its possession. Without limiting the foregoing, upon termination of any Schedule (including upon termination of this Agreement in its entirety), the provisions of such Schedule regarding the effect of such Schedule's termination shall also apply.

5.5 Survival. The termination or expiration of the Agreement shall not relieve either Party of any obligation or liability accrued hereunder prior to or subsequent to such termination, nor affect or impair the rights of either Party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided in this Agreement. Without limiting the foregoing, the provisions of Sections 1, 2, 4, 5.4, 5.5, 6, 7, 8 and 9 of these Master Terms shall survive the termination of this Agreement for any reason.

6. FEES; EXPENSES

6.1 Fees; Payments. In consideration for Blackboard's performance under this Agreement, Customer agrees to pay Blackboard all fees required by the Schedules, as applicable, which fees will be due in accordance with the provisions of the relevant Schedules, but in no event later than thirty (30) days after the date of an invoice from Blackboard. Blackboard expressly reserves the right to change the fees payable under any Schedule with respect to any renewal of such Schedule upon expiration of its then-current term. Customer will pay all fees in U.S. dollars. Payments shall be sent to the address indicated on the invoice.

6.2 Late Fees. Blackboard may charge interest on any overdue amounts at the lower of: (i) the highest permissible rate or (ii) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment.

6.3 Audit. For the sole purpose of ensuring compliance with this Agreement, Blackboard shall have the right, at its expense, to audit Customer's use of the Software upon not less than seven (7) days' advance notice. Any such audit shall be during Customer's normal business hours and shall not be made more frequently than once every twelve months, provided that if any such audit reveals a material breach of this Agreement, Blackboard may conduct such audits on a quarterly basis until such audits confirm that the relevant breach has been cured. The cost of any such audit shall be borne by Blackboard unless the audit reveals that Customer has underpaid fees due under this Agreement in excess of 5% of the total owed for any calendar year, in which case Customer shall, in addition, reimburse to Blackboard the reasonable costs of conducting the audit.

6.4 Taxes. The fees hereunder do not include any sales, use, excise, import or export, value-added or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees levied on the delivery of any Software or Equipment or the performance of Services by Blackboard to Customer. Customer will be responsible for payment of such applicable sales, use, excise, import or export, value-added or similar tax or interest at point of sale. All payments due under this Agreement shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant governmental revenue authority then in effect. If Customer is required to deduct or withhold, Customer will promptly notify Blackboard of the requirement, pay the required amount to the relevant governmental authority, provide Blackboard with an official receipt or certified copy or

other documentation acceptable to Blackboard evidencing payment, and pay to Blackboard, in addition to the payment to which Blackboard is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Blackboard equals the full amount Blackboard would have received had no such deduction or withholding been required. If Customer is exempt from any such taxes or fees, then such taxes or fees shall not be charged to Customer upon Blackboard's receipt of a copy of Customer's tax exemption certificate or number.

6.5 Expenses. Except as provided in these Master Terms or any Schedule, each party will be responsible for its own expenses incurred in rendering performance under this Agreement, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies.

6.6 Purchase Orders. Customer agrees that if its internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to Blackboard, it will timely issue such purchase order and inform Blackboard of the number and amount thereof. Customer agrees that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of Customer's obligations under this Agreement, including payment of amounts owed to Blackboard.

7. DISCLAIMERS AND REMEDIES. THE FOLLOWING PARAGRAPHS OF THIS SECTION 7 ARE IMPORTANT LEGAL LANGUAGE. PLEASE READ THESE PARAGRAPHS CAREFULLY, AS THEY LIMIT BLACKBOARD'S LIABILITY TO CUSTOMER.

7.1 Disclaimer of Warranty. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN ANY ATTACHED SCHEDULE(S): (A) THE SOFTWARE, EQUIPMENT AND ALL PORTIONS THEREOF, AND ANY SERVICES ARE PROVIDED "AS IS," TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLACKBOARD AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT; (B) NEITHER BLACKBOARD NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SOFTWARE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR COMPUTER SYSTEM OR SOFTWARE; AND (C) BLACKBOARD AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SOFTWARE.

7.2 Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL BLACKBOARD OR ITS LICENSORS BE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, EQUIPMENT OR SERVICES, WHETHER OR NOT BLACKBOARD WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES). IN NO EVENT SHALL BLACKBOARD'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THREE TIMES THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE PARTICULAR SOFTWARE, EQUIPMENT AND/OR SERVICE WITH RESPECT TO WHICH THE RELEVANT CLAIM AROSE DURING THE TWELVE

(12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

7.3 Liability Not Excluded. Nothing in this Section 7 excludes or limits the liability of Blackboard to the Customer for death or personal injury caused by the negligence of Blackboard or any other liability which cannot be excluded by law.

7.4 Essential Basis. The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 7 form an essential basis of this Agreement, and that, absent any such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

8. INFRINGEMENT

8.1 Blackboard Infringement Obligations. If any third party brings a claim against Customer alleging that the use of the Blackboard-manufactured Software or Equipment authorized under this Agreement infringes: (1) a U.S. or European patent issued prior to the Effective Date; or (2) a copyright under applicable law of any jurisdiction Customer must promptly notify Blackboard in writing and make no admission in relation to such alleged infringement. In connection with any such claim and provided that Customer has promptly fulfilled all of the foregoing obligations and is not in material breach of the Agreement, Blackboard shall indemnify, and, at its own expense and option: (i) defend and settle such claim, (ii) procure Customer the right to use the Software or Equipment, (iii) modify or replace the Software or Equipment to avoid infringement; or (iv) refund the applicable fee paid for the current term. In the event that Blackboard exercises option (i) above, it shall have the sole and exclusive authority to defend and/or settle any such claim or action, provided that Blackboard will keep Customer informed of, and will consult with any independent legal advisors appointed by Customer at Customer's own expense regarding the progress of such defense.

8.2 Exceptions. Blackboard shall have no liability to Customer under Section 8.1 or otherwise for any claim or action alleging infringement or violation of applicable privacy or publicity laws based upon: (i) any use of the Software or Equipment in a manner other than as specified by Blackboard; (ii) any combination of the Software or Equipment with other products, equipment, devices, software, systems or data not manufactured by Blackboard (including, without limitation, any software produced by Customer for use with the Software) to the extent such claim is directed against such combination; (iii) the Customer Content, or the use of the Customer Content; or (iv) any modifications or customization of the Software or Equipment by any person other than Blackboard (any of the foregoing, separately and collectively, "Customer Matters").

8.3 Customer Infringement Obligations. Customer shall, at its own expense, indemnify and, at Blackboard's option, defend Blackboard against any losses, damages or expenses (including, without limitation, reasonable attorneys' fees) arising from any claim, suit or proceeding brought by a third party against Blackboard arising out of a Customer Matter and shall pay any damages finally awarded or settlement amounts agreed upon to the extent based upon a Customer Matter (any of the foregoing indemnifiable matters, each a "Blackboard Claim"), provided that Customer will not settle any Blackboard Claim unless such settlement completely and forever releases Blackboard with respect thereto or unless Blackboard provides its prior written consent to such settlement. Blackboard agrees (i) to provide Customer with prompt written notice of any Blackboard Claim and (ii) to provide such assistance as Customer may reasonably request, at Customer's expense, in order to settle or defend any such Blackboard Claim.

8.4 Exclusive Remedy. THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY WITH RESPECT TO CLAIMS BY ANY THIRD PARTY ALLEGING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

9. MISCELLANEOUS MATTERS

9.1 Severability. Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term or provision shall be construed (i) to have been modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and (ii) to give effect to the intent of the Parties (including, without limitation, with respect to the economic effect of the Agreement), and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

9.2 Conflict Resolution. Except with respect to controversies or claims regarding either Party's Confidential Information or proprietary rights under this Agreement, in the event any controversy or claim arises in connection with any provision of this Agreement, the Parties shall try to settle their differences amicably between themselves by referring the disputed matter to their respective designated representatives for discussion and resolution. Either Party may initiate such informal dispute resolution by sending written notice of the dispute to the other Party, and if such representatives are unable to resolve such dispute within thirty (30) days of initiating such negotiations, either Party may seek the remedies available to such Party under law. Notwithstanding the foregoing, nothing in this Section 9.2 will be construed to limit either Party's rights under Sections 5 and 9.6.

9.3 Governing Law. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of California without reference to its conflicts of law provisions, and each Party irrevocably submits to the non-exclusive jurisdiction of the courts in or for Los Angeles County. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.4 Modification and Waiver. No modification, amendment, supplement, or other change to this Agreement, including, without limitation, changes to any Schedule will be effective unless set forth in writing and signed by duly authorized representatives of Blackboard and Customer. No waivers under this Agreement will be effective unless expressly set forth in writing and signed by a duly authorized representative of the Party against whom enforcement thereof is sought. The failure of either Party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of such provision or right with respect to subsequent claims (unless expressly so stated in a valid amendment or waiver), and no waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right herein.

9.5 Assignment. No right or obligation of Customer under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Blackboard, and any attempt to assign, delegate or otherwise transfer any of Customer's rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, this Agreement shall bind each Party and its permitted successors and assigns.

9.6 Remedies. The Parties agree that any breach of this Agreement would cause irreparable injury for which no adequate remedy at law exists; therefore, the Parties agree that equitable remedies, including without limitation, injunctive relief and specific performance, are appropriate remedies to redress any breach or threatened breach of this Agreement, in addition to other remedies available to the Parties. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive except as provided in Sections 5, 7 and 8. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its legal fees, court costs and other collection expenses, in addition to any other relief it may receive.

END OF MASTER TERMS

9.7 Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth above or to such other address as shall be given in accordance with this Section 9.7, and shall be effective upon receipt.

9.8 Force Majeure. Except with regard to payment obligations, neither Party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or inability to obtain any export or import license or other approval or authorization of any government authority.

9.9 U.S. Government Users. The following applies to any end user that is a U.S. Government entity: Each of the components that comprise the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein. Contractor/manufacturer is Blackboard Inc., 650 Massachusetts Avenue, NW, 1st floor, Washington, DC 20001. All rights not specifically granted in this Agreement are reserved by Blackboard.

9.10 Export Control. Customer shall not export or allow the export or re-export the Software, any components thereof or any Confidential Information of Blackboard without the express, prior, written consent of Blackboard and except in compliance with all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, including without limitation, the Export Administration Regulations of the U.S. Department of Commerce Bureau of Export Administration (as contained in 15 C.F.R. Parts 730-772), and, if applicable, relevant foreign laws and regulations.

9.11 Relationship. Blackboard and Customer are independent contracting parties. This Agreement shall not constitute the Parties as principal and agent, partners, joint venturers, or employer and employee.

9.12 Employment. Customer hereby agrees that during the Term, Customer will not knowingly, except with prior written approval of Blackboard, directly or indirectly hire (including hiring as an independent contractor) or attempt to solicit for hire, or encourage to end their relationship with Blackboard, any persons who are employed by Blackboard or have been employed by Blackboard at any time within one year preceding such attempts to hire or solicit for hire. For purposes of this Agreement, "Blackboard" includes Blackboard Inc. and its subsidiaries.

9.12 Entire Agreement. This Agreement and Exhibit(s), constitutes the entire, full and complete Agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and this Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter. This means that Customer may not and should not rely on any sales or marketing materials provided to it by Blackboard. Blackboard's only obligations to Customer related to the subject matter of this Agreement are set forth in this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall exclude or restrict the liability of either party arising out of fraud or fraudulent misrepresentation. This Agreement, and any Schedule thereto, may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Facsimile signatures will be considered original signatures.

**BLACKBOARD LEARNING SYSTEM - VISTA™ ENTERPRISE LICENSE
SOFTWARE SCHEDULE**

This *Blackboard Learning System- Vista™* Enterprise License Software Schedule ("Schedule") is made as of the 30th day June, 2009, by and between Blackboard and Coast Community College District ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the Master Terms and other Schedules incorporated therein. Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows.

1. ADDITIONAL DEFINITIONS

- 1.1 "**Application Pack**" means the object code software utility release(s) that are designed to work with the Software that may be, in Blackboard's sole discretion, issued in between Updates, designated by number, and/or later incorporated into Updates or Upgrades.
- 1.2 "**Authorized End User**" means any individual who is a student resident in a degree- or certificate- granting program of Customer, prospective student, alumni, consortia student registered to take one of Customer's regularly offered courses of instruction, trustee or collaborating researcher of Customer or a Customer employee (solely to the extent any such employee uses the Software for Customer's internal training purposes). Customer's Authorized Users will not exceed Customer's FTE listed on the Pricing Summary.
- 1.3 "**Corrections**" means a change (e.g., fixes, workarounds and other modifications) made by or for Blackboard which corrects Software Errors in the Software, provided in temporary form such as a patch, and later issued in the permanent form of an Update.
- 1.4 "**Designated Server Site**" means the physical location where the Software will be installed, as identified in the Pricing Summary. Unless otherwise indicated in the Pricing Summary, the Designated Server Site shall be the physical location at the primary address of Customer.
- 1.5 "**Pricing Summary**" means the pricing attributable to the software and services provided pursuant to this Schedule as set forth on the cover page to the Agreement.
- 1.6 "**Software**" means, for purposes of this Schedule only, the Blackboard Learning System -- Vista Enterprise proprietary software (formerly named WebCT Vista Enterprise) including Updates, Upgrades, Corrections and Application Packs thereto.
- 1.7 "**Software Error**" means a failure of any Software materially and substantially to conform to applicable Documentation, provided that such failure can be reproduced and verified by Blackboard using the most recent version (including all available Corrections, Application Packs, Updates, and Upgrades) of such Software made available to Customer, and further provided that Software Errors do not include any nonconformity to applicable Documentation caused by: (i) Customer's or its end users' negligence; (ii) any modification or alteration to the Software not made by Blackboard; (iii) data that does not conform to Blackboard's specified data format; (iv) operator error; (v) use on any system other than the operating system specified in the Documentation; (v) accident, misuse or any other cause which, in Blackboard's reasonable determination, is not inherent in the Software; or (vi) any use of the Software other than expressly authorized in this Schedule.
- 1.8 "**Supported Interface**" means application-based interfaces (API) provided pursuant to the *Blackboard Building Blocks™* and *Blackboard PowerLinks™* programs, to the extent such programs are available, network protocols, data formats, database schemas, and file formats available for use in the Software as expressly specified in the Documentation.
- 1.9 "**Third-Party Software**" means the software or content manufactured or created by third parties that has been incorporated by Blackboard into the Software or that has been shipped with the Software.
- 1.10 "**Updates**" means the object code versions of the Software that have been developed by Blackboard to correct any Software Error and/or provide additional functionality and that have been commercially released with a version number that differs from that of the prior version in the number to the right of the decimal point (e.g., 2.0 vs. 2.1) and that are not marketed as a separate product or module, including Application Packs.
- 1.11 "**Upgrades**" means the object code versions of the Software that have been customized, enhanced, or otherwise modified by or on behalf of Blackboard, acting in its sole discretion, to include additional functionality and that have been released with a version number that differs from that of the prior version in the number to the left of the decimal point (e.g., 3.0 vs. 2.0) and that are not marketed as a separate product or module.

2. LICENSE

- 2.1 **Grant of License.** Subject to the terms and conditions of this Schedule and the Master Terms, Blackboard grants Customer a limited, non-exclusive, non-transferable non-sublicenseable right and license (i) to install and use one (1) production copy and one unsupported Test Copy of the Software for one installation at Customer's Designated Server Site, solely in the form of machine-readable, executable, object code or bytecode, as applicable, and solely in connection with providing access to Customer Content to Customer's Authorized End Users and to use the Documentation provided, however, that such Test Copy may be used to the extent required for and for the sole purposes of application clustering and/or load balancing, (a) on a group of production servers, with each server acting as a managed node within such group so that, effectively, the application is deployed on a single logical system host comprised of multiple managed node servers or (b) on multiple managed nodes that are configured and deployed on a single physical host that manages the self contained nodes. Customer acknowledges and understands that, in the event it wishes to use the Software for any purposes other than those expressly permitted by the foregoing, including, without limitation, to provide course materials or other content to any end users who are not Customer's Authorized End Users, Customer will be required to obtain additional license rights from Blackboard pursuant to a separately executed Schedule and payment of additional license fees.
- 2.2 **General Usage Restrictions.** Customer agrees not to use the Software or Documentation for any purposes beyond the scope of the license granted in Section 2.1. Without limiting the foregoing, except as expressly contemplated in this Agreement or as otherwise agreed in writing between the Parties, Customer shall not: (i) copy or duplicate the Software or Documentation, provided that, notwithstanding the foregoing, Customer shall be permitted to create one (1) copy of the Software for archival, non-productive purposes provided that Customer reproduces on the copy all copyright notices and any other confidential or proprietary legends that are on or encoded in the Software; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which the Software is compiled or interpreted, and Customer hereby acknowledges that nothing in this Agreement shall be construed to grant Customer any right to obtain or use such source code; (iii) install or use the Software on any computer, network, system or equipment other than the Designated Server Site, except with the prior written consent of Blackboard; (iv) modify the Software or create any derivative product of the Software, except with the prior written consent of Blackboard, provided that the foregoing shall not be construed to prohibit Customer from configuring the Software to the extent permitted by the Software's standard user interface; (v) sublicense, assign, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under the license granted in Section 2.1; or (vi) use the Software or Documentation to provide services to third parties other than Authorized End Users in the nature of a service bureau, time sharing arrangement or as an application service provider, as such terms are ordinarily understood within the software industry or for any other reason. Customer will not obscure, remove or alter any of the trademarks, trade names, logos, patent, trademark, or copyright notices or markings to the Software, nor will Customer add any other notices or markings to the Software or any portion thereof except

as permitted by the Software standard user interface. Customer shall not use the Software in violation of Blackboard's obligations to any third party incurred prior to the Effective Date, provided that Blackboard has notified Customer of such obligation. Customer shall not provide access to the Software to anyone other than Authorized End Users without Blackboard's prior written consent; provided, however, that Customer may provide access to *Blackboard Building Blocks*® or *Blackboard PowerLinks*™ partners that are subject to a valid Blackboard developer's license agreement for the limited purpose of installing, maintaining and supporting their respective *Blackboard Building Blocks*® and *Blackboard PowerLinks*™ applications. Customer shall ensure that its use of the Software complies with all applicable laws, statutes, regulations or rules promulgated by governing authorities having jurisdiction over the Parties or the Software. Customer warrants that its Authorized End Users will comply with the provisions of this Schedule in all respects, including, without limitation, the restrictions set forth in this Section 2.2. Customer will take appropriate steps to ensure that it and its Authorized End Users do not share access information (including user identification data and passwords) with third parties except as expressly permitted under this Agreement. Under no circumstances shall Customer permit any third party to host the Software.

2.3 Further Restrictions. Customer acknowledges that certain Blackboard Software contains an "Auto Report" feature, which feature provides to Blackboard aggregate usage statistics regarding the Software and Blackboard represents and warrants that the Auto Report feature does not report individually identifiable use information to Blackboard or any third party. Customer will not disable the Auto Report feature of the Software, or undertake any action which has the effect of preventing such feature from operating correctly or the effect of modifying the information reported thereby.

2.4 Interoperability. To the extent permitted by the specifications as outlined in the Documentation, if the Customer wishes to achieve interoperability of the Software with another software program and requires interface specifications or other information in order to do so, the Customer should request that information from Blackboard. Nothing in this Section 2.4 authorizes Customer to use any interfaces except Supported Interfaces. Customer may not use any Supported Interface in a manner that is inconsistent with the Documentation.

2.5 Third Party Software/Content. Customer acknowledges that the Software may utilize Third Party Software. Pursuant to its agreements with these third parties, Blackboard hereby grants to Customer a non-exclusive, non-transferable license or sublicense, as applicable, to load and/or operate and use the Third Party Software solely in connection with the Software and Customer's own instructional activities.

2.6 Ownership of Software. Blackboard and its licensors shall be deemed to own and hold all right, title and interest in and to the Software and Documentation, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the Software and Documentation not expressly granted by this Agreement, and Customer further acknowledges that Blackboard hereby reserves and retains all rights not expressly granted in this Agreement, including, without limitation, the right to use the Software or Documentation for any purpose in Blackboard's sole discretion.

2.7 Expansion of Licensed Use. The Software is priced annually based upon Customer's FTE (as defined below). Customer represents and warrants that the FTE provided to Blackboard and set forth on the Pricing Summary is correct and accurate to the best of its knowledge, and agrees that it will inform Blackboard of any increase in its FTE prior to the beginning of any Renewal Term (as defined below). Blackboard will assess additional license fees for the Software for increases in Customer's FTE.

"FTE" or "Full Time Equivalent" is defined as the number of full-time students plus half of the part-time students. To the extent that Customer desires non-traditional students, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses to utilize the Blackboard Software, the total number of such other users shall be communicated to Blackboard to be priced separately when the combined numbers of such other users exceeds ten percent (10%) of the total FTE number reported by Customer.

Blackboard's assessment of additional license fees will be in accordance with Blackboard's then-current pricing. In the event of growth related to a Customer merger or acquisition, Blackboard's assessment of additional license fees will be in accordance with Blackboard's then-current pricing.

3. DELIVERY

Unless otherwise agreed by the Parties, as soon as commercially practicable after the Schedule Effective Date, Blackboard will make available a copy of the Software for downloading from the Internet by Customer for purposes of installation by Customer. Customer will take possession of the Software within thirty (30) days of availability. Customer acknowledges that the Software shall be activated for the 2009 Renewal Term (as defined below) by a license key consisting of identification codes to be provided by Blackboard to Customer electronically promptly after receipt by Blackboard of Customer's IP address and operating system information. A new license key will be provided to Customer for each Renewal Term (as defined below) upon receipt by Blackboard of Customer's renewal notice for such Renewal Term. Initial delivery of the Software shall be deemed complete when Blackboard notifies Customer that the Software is available for download. Customer acknowledges that the download site will be made available to Customer for a period not longer than thirty (30) days from the date of such notice, and Customer will have no right to download the Software after this thirty (30)-day period.

4. FEES

In consideration for the services provided and license(s) granted in this Schedule with respect to the 2009 Renewal Term, Customer shall pay to Blackboard all fees specified in the Pricing Summary or otherwise required in this Schedule, which fees shall be non-cancelable and non-refundable. With respect to each Renewal Term, if any, Customer shall pay to Blackboard the then-current fees for such services and licenses, which amounts shall be due and payable within thirty (30) days of the date of Blackboard's invoice for such Renewal Term. Customer further agrees to reimburse Blackboard for: (i) reasonable travel and living expenses incurred by Blackboard's employees and subcontractors in connection with the performance of maintenance and support services under this Schedule and; (ii) any other expenses described in this Schedule, provided that Blackboard will receive Customer's prior approval for single expenses greater than \$250, and further provided that, upon Customer's request, Blackboard will provide reasonable documentation indicating that Blackboard incurred such expenses. Except as otherwise required by this paragraph, all amounts payable under this Schedule shall be subject to applicable provisions of the Master Terms.

5. TERM

This Schedule shall become effective on the 30th day of June, 2009 (the "Schedule Effective Date"), and shall continue in effect for a period of one (1) year (the "2009 Renewal Term"), unless earlier terminated. Thereafter, Customer has the option to renew the Schedule for successive one (1)-year periods (each, a "Renewal Term") provided that upon receipt of a renewal notice from Blackboard, Customer remits a signed purchase order and remits the License Fee within thirty (30) days of receipt of an invoice from Blackboard. Either Party may provide notice of its desire not to renew more than thirty (30) days prior to the end of the 2009 Renewal Term or then-current Renewal Term, as applicable. Upon termination of this Schedule, all licenses granted under this Schedule shall immediately cease, and Customer will: (i) immediately discontinue all use of Software licensed under this Schedule; (ii) pay to Blackboard all amounts due and payable hereunder; (iii) remove the Software from its server and provide to Blackboard proof of the destruction of the original copy and any other copies of the Software; and (iv) return all Documentation and related training materials to Blackboard within a reasonable time at Customer's cost.

6. SUPPORT AND MAINTENANCE

VOID IF EXECUTED AFTER: June 29, 2009
Coast Community College District

Product Support. Customer is eligible to receive Product Support from Blackboard as described in the Blackboard Customer Support Services Guide located on Blackboard's website at <http://library.blackboard.com/docs/support/supportsvcguide.pdf>. During the Initial Term, Product Support is provided for no additional charge.

IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date hereof.

BLACKBOARD INC.

CUSTOMER: Coast Community College District

Signature

TESS FRAZIER- VICE PRESIDENT

Print Name and Title

Date:

Signature

Print Name and Title

Date:



**ADDENDUM TO THE LICENSE AND SERVICES AGREEMENT SOFTWARE SCHEDULE(S) BETWEEN BLACKBOARD
AND Coast Community College District ("CUSTOMER")**

Pursuant to the "Term" section and cover sheet of Software Schedule between Coast Community College District and Blackboard Inc., dated October 3, 2007, Customer wishes to renew the Agreement and Software Schedule for an additional term.

The parties agree that the Renewal Term beginning November 6, 2009 shall be valid for a period of 236 days, ending June 29, 2010. Thereafter all Renewal Terms will renew automatically for successive one (1) year terms. Pursuant to the Agreement, Customer shall remit to Blackboard \$117,640 within thirty days of receipt of an invoice for the Blackboard Software Fees for that extended Renewal Term.

Customer licenses from Blackboard the following Software product(s) on an annual basis:

Vista ASP Dedicated Service
Test Environment ASP Svc
Vista ADDL ASP Service Unit
Vista ADDL ASP Service Unit
ASP ADDL Storage of 100GB
ASP ADDL Storage of 500GB
SSL ASP Svc

PRODUCT	Renewal Term of November 6, 2009 through June 29, 2010
Vista ASP Dedicated Service	\$42,400 ¹
Test Environment ASP Svc	\$0
Vista ADDL ASP Service Unit	\$32,300
Vista ADDL ASP Service Unit	\$32,300
ASP ADDL Storage of 100GB	\$0
ASP ADDL Storage of 500GB	\$10,300
SSL ASP Svc	\$340
Total	\$117,640

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date written below.

BLACKBOARD

CUSTOMER

Signature

Signature

Tess Frazier – Vice President

Print Name and Title

Print Name and Title

Date: _____

Date: _____

¹ Based on Customer's FTE of 25,001-50K



Approval of Change in Signatories for Orange Coast College Union Bank Accounts.

It is recommended that authorization be given to change signatories for the Orange Coast College Union Bank accounts. The following accounts will have authorized signatories as shown:

Orange Coast College Associated Students
(Checking); Account # 0610016987

C. M. Brahmbhatt, Vice Chancellor, Administrative Services
Richard T. Pagel, Vice President, Administrative Services
Helen M. Rothgeb, Director, Fiscal Affairs
Daniela Thompson, Director, Campus Budget

Two signatures required on amounts of \$500.00 or more.
No outgoing wire transfers.

Orange Coast College Cafeteria
(Checking); Account # 0610016995
(Checking); Account # 0610075037

C. M. Brahmbhatt, Vice Chancellor, Administrative Services
Richard T. Pagel, Vice President, Administrative Services
Helen M. Rothgeb, Director, Fiscal Affairs
Daniela Thompson, Director, Campus Budget

Two signatures required on amounts of \$500.00 or more.
No outgoing wire transfers.

Orange Coast College Co-Curricular Fund
(Checking); Account # 0610017002

C. M. Brahmbhatt, Vice Chancellor, Administrative Services
Richard T. Pagel, Vice President, Administrative Services
Helen M. Rothgeb, Director, Fiscal Affairs
Daniela Thompson, Director, Campus Budget

Two signatures required on amounts of \$500.00 or more.
No outgoing wire transfers.

Orange Coast College Sailing Center
(Checking); Account # 0610017037

C. M. Brahmbhatt, Vice Chancellor, Administrative Services
Richard T. Pagel, Vice President, Administrative Services
Helen M. Rothgeb, Director, Fiscal Affairs
Daniela Thompson, Director, Campus Budget

Two signatures required on amounts of \$500.00 or more.
No outgoing wire transfers.

Orange Coast College Credit Card Registration
Account # 0610017045

C. M. Brahmabhatt, Vice Chancellor, Administrative Services
Richard T. Pagel, Vice President, Administrative Services
Helen M. Rothgeb, Director, Fiscal Affairs
Daniela Thompson, Director, Campus Budget

Two signatures required on amounts of \$500.00 or more.
No outgoing wire transfers.

Orange Coast College Associated Students
Credit Card Account; Account # 0610017053

C. M. Brahmabhatt, Vice Chancellor, Administrative Services
Richard T. Pagel, Vice President, Administrative Services
Helen M. Rothgeb, Director, Fiscal Affairs
Daniela Thompson, Director, Campus Budget

Two signatures required on amounts of \$500.00 or more.
No outgoing wire transfers.

Orange Coast College Ancillary Fund
Checking Account #0610023703

C. M. Brahmabhatt, Vice Chancellor, Administrative Services
Richard T. Pagel, Vice President, Administrative Services
Helen M. Rothgeb, Director, Fiscal Affairs
Daniela Thompson, Director, Campus Budget

Two signatures required on amounts of \$500.00 or more.
Void after six months.

Orange Coast College Petty Cash Fund
Account #0610037984

Richard T. Pagel, Vice President, Administrative Services
C. M. Brahmabhatt, Vice Chancellor, Administrative Services
Helen M. Rothgeb, Director, Fiscal Affairs
Daniela Thompson, Director, Campus Budget

Checks prestamped for limit of fifty dollars

CCCD Enterprises Inc.
Account #0610038107

C. M. Brahmabhatt, Vice Chancellor, Administrative Services
Richard T. Pagel, Vice President, Administrative Services
Helen M. Rothgeb, Director, Fiscal Affairs
Daniela Thompson, Director, Campus Budget

Two signatures required on amounts of \$500.00 or more.
Void after six months.

Dedicated Access Service Agreement

This Dedicated Access Service Agreement (the "Agreement") is entered into as of this _____ day of _____, 2009 (the "Effective Date"), by and between the **Coast Community College District** located at **1370 Adams Ave., Costa Mesa, CA 92626** ("Customer") and the **Los Angeles** division of Time Warner Cable, with offices located at **3430 E. Miraloma Ave., Anaheim, CA 92806** ("TWC"). In consideration of the mutual promises and agreements made herein and intending to be legally bound, the parties agree as follows:

1. **SERVICE.** Subject to the terms and conditions of this Agreement, TWC shall provide Customer with a dedicated "Dedicated Access" service connection between Customer's facility and TWC's (or a TWC affiliate's) facility as further described on Exhibit A attached hereto (the "Service"). TWC shall use commercially reasonable efforts to provide the Service 7 days a week, 24 hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control. TWC's provision of the Service is subject to availability.
2. **INSTALLATION.** Customer shall obtain and maintain throughout the Term (as defined in Section 5 below) such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Service and Equipment as contemplated herein at Customer's facilities. Customer shall permit TWC to access the Customer facilities at any time as needed to install, configure, upgrade, maintain or remove the Equipment and other service components collocated at Customer's facilities. Customer shall make and maintain throughout the Term all site preparations necessary to permit the installation, maintenance, and operation of the Service and any Equipment (as defined below) as specified by TWC. Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with a mutually agreed upon schedule. TWC shall provide Customer with a completion notice ("Completion Notice") upon completion of the installation of the Service. Interconnection of the Service and Equipment with Customer's equipment will be performed by Customer.
3. **SUPPORT & MAINTENANCE.** TWC shall use commercially reasonable efforts to maintain the TWC provided and installed cabling, routers and other TWC-installed- equipment, if any, (collectively, the "Equipment") used by TWC to provide the Service. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided to Customer's help desk personnel only. Customer is responsible for interfacing with its employees and end users. In no event shall TWC be responsible for providing such support for any network, equipment or software not provided and installed by TWC under this Agreement or for issues or problems beyond its direct control. Customer agrees to provide routine operational Service support for Equipment and service components collocated at Customer's facility, including without limitation by performing reboots, as requested by TWC.
4. **CUSTOMER OBLIGATIONS.** Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations, the terms of this Agreement, and any Terms of Use (which are incorporated herein by this reference). "Terms of Use" means all Service policies, including without limitation acceptable use policies, and other terms and conditions established by TWC and available on the TWC web site, [www.twcbc.com/la], as may be modified from time to time by TWC. Customer agrees not to resell or make any use of the Service other than for Customer's internal business purposes. Customer agrees to use the Service solely for data services. Customer shall maintain the Equipment free and clear of all liens and encumbrances and shall be responsible for loss or damage to the Equipment while at Customer's facilities. As between the parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service, which use shall be deemed Customer's use for purposes of this Agreement; and (b) all content that is stored or transmitted via the Service. Customer shall not upload, post, transmit or otherwise make available on or via the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation. TWC may remove, or demand the removal of, content that in its judgment violates these standards. Customer agrees to conform its equipment and software to TWC's then-current network specifications and system requirements for the Service.
5. **TERM.** The Agreement shall be in effect for the Initial Term of Service set forth on Exhibit A, and unless terminated earlier in accordance with this Agreement, shall thereafter automatically renew on a monthly basis unless either party notifies the other party at least thirty (30) days prior to the expiration of the then-current term of such party's intent not to renew (the Initial Term and any renewal term collectively referred to as the "Term").
6. **PAYMENT.** Customer agrees to pay TWC the one-time Service installation fee and monthly recurring Service fees (collectively the "Service Charges") set forth on Exhibit A in accordance with the following payment terms: Service Charges will be billed to Customer monthly in accordance with TWC's regular billing schedule and are payable within thirty (30) days after the date of invoice. Customer shall be responsible for all use, sales and other taxes and governmental charges applicable to the Service (which taxes and charges are not included in the Service Charges), except for taxes payable on TWC's net income. TWC shall have the right to increase Service Charges after the Initial Term upon thirty (30) days advance written notice to Customer. TWC may charge a late fee for all overdue amounts. The late fee will be the lesser of 1½% or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. In addition to the foregoing, and all other available remedies, TWC may discontinue Customer's access to the Service in whole or in part, until such overdue amounts, together with interest, are paid. TWC may require a security deposit, letter of credit, advance payment for Service or other reasonable assurances of payment from Customer.

7. **PROPRIETARY RIGHTS AND CONFIDENTIALITY.** (a) TWC's Proprietary Rights. All materials, including, but not limited to, any Equipment (including related firmware), software, data or information developed or provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "TWC Materials") shall remain the sole and exclusive property of TWC or its suppliers. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for herein. Customer may use the TWC Materials solely for Customer's use of the Service. Customer may not reproduce, modify or distribute the TWC Materials, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer are reserved to TWC. Customer will not open, alter, misuse, tamper with or remove the Equipment as and where installed by TWC, and will not remove any markings or labels from the Equipment indicating TWC (or its suppliers) ownership or serial numbers. (b) Confidentiality. Except as otherwise required by applicable law, Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the TWC Materials and any other information and materials provided by TWC in connection with this Agreement that are identified or marked as confidential or are otherwise reasonably understood to be confidential. (c) Software. If software is provided to Customer hereunder, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.
8. **MONITORING AND MODIFICATIONS.** TWC shall have the right, but not the obligation, to monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters). TWC shall have the right, but not the obligation, to upgrade, modify and enhance the Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC also shall have the right to add to, modify or delete any provision of the Terms of Use or any Service descriptions. TWC will notify Customer of any material adverse change in the Terms of Use or Service descriptions by posting notice of such change on the TWC web site or by email. Customer's continued use of the Service after such notice shall constitute Customer's acceptance of such change.
9. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice of the other party's material breach, provided that such material breach is not cured within such thirty (30) day period. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of this Agreement, or the Terms of Use, TWC may suspend or discontinue Customer's Service in whole or in part without advance notice. In the event of a suspension, TWC may require a reconnect charge to restart the suspended Service. Upon the termination or expiration of this Agreement: (a) TWC's obligations hereunder shall cease; (b) Customer promptly shall pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration and any applicable deinstallation fee, if any; (c) Customer promptly shall cease all use of any software provided by TWC hereunder, and shall return such software to TWC; and (d) Customer shall return to TWC or permit TWC to remove, in TWC's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the repair or replacement, at TWC's discretion, of any Equipment not returned in accordance with this section. In addition, notwithstanding anything to the contrary herein, upon early termination of this Agreement by Customer, Customer shall promptly pay TWC a termination fee equal to the Service Charges that would have been due for the remainder of the Initial Term or the then-current renewal term, as applicable, and any unpaid portion of the Installation Fee set forth on Exhibit A. The foregoing shall be in addition to any other rights and remedies that TWC may have under this Agreement or at law or equity relating to Customer's material breach.
10. **INDEMNIFICATION.**
- a) Customer agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against all claims, liabilities, damages and expenses, including attorneys' and other professionals' fees, arising out of or relating to (i) the use of the Service, including but not limited to a breach of Section 4 herein; or (ii) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents.
 - b) TWC agrees to defend, indemnify and hold harmless Customer, its affiliates, and their respective officers, directors, employees and agents, from and against all claims, liabilities, damages and expenses, including attorneys' and other professionals' fees, arising out of or relating to personal injury or property damage caused by the negligence or willful misconduct of TWC or its employees or agents.
11. **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE OR THE INTERNET OR ACTIONS TAKEN ON THE INTERNET AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICE AND RELATED EQUIPMENT AND/OR OTHER MATERIALS USED IN CONNECTION WITH THE SERVICE, IF ANY, ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. IN ADDITION,

CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE INTERNET MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY MATERIAL AND/OR DATA UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE UPLOADING, DOWNLOADING OR OTHER TRANSMISSION OF SUCH MATERIALS AND/OR DATA. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT, AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER.
13. **NOTIFICATIONS.** Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Federal Cable Communications Act (the "Cable Act") and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice provided by TWC in writing, which is incorporated herein by reference. Customer acknowledges receipt of the Subscriber Privacy Notice. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation or by the American Registry for Internet Numbers ("ARIN") or any similar agency. In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, TWC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.
14. **FORCE MAJEURE.** TWC shall have no liability to Customer hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, acts or omissions of other carriers, natural disaster, regulation or governmental acts, fire, civil disturbance, strike, weather, any unauthorized access to or destruction or modification of the Service, in whole or in part, any failure of heat, air conditioning, or power supply, or act or failure to act of Customer or any third party using the Service.
15. **REGULATORY AND LEGAL CHANGES; TARIFFS.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any increase in universal service fees or other government imposed charges, that increases the costs or other terms of delivery of Service to Customer, Customer acknowledges and agrees that TWC may pass through to Customer any such increased costs. Further, in the event that TWC is required to file tariffs with the appropriate regulatory agency or otherwise publish rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff or published rates shall govern TWC's delivery of, and Customer's consumption or use of, the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate this Agreement as to any or all of the Service without liability by giving Customer thirty (30) days prior written notice (or such shorter notice as is required by law or regulation) of such determination.
16. **ENTIRE AGREEMENT.** This Agreement, including without limitation all exhibits that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the parties with respect hereto. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect.
17. **MISCELLANEOUS.** This Agreement shall be governed and construed in accordance with the laws of the State of California, excluding its conflicts of law principles. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein, and the remainder of this Agreement shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Customer may not assign this Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under this Agreement, including without limitation, in whole or in part, to any Time Warner Cable Inc. affiliated party without the prior written approval of or notice to Customer. Customer shall make no press release, public announcement or other public statements regarding this Agreement without TWC's prior written consent. All claims under this Agreement must be initiated not later than two years after the claim arose. There are no third party beneficiaries to this Agreement. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC herein may accrue to, or be fulfilled by, any TWC affiliate, including without limitation Road Runner HoldCo LLC, as well as by TWC and/or its subcontractors. The parties to this Agreement are independent contractors. Any notice under this Agreement shall be given in writing and shall be deemed to have been given when actually received by the other party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one party to the other in writing. The provisions of Sections 6, 7, 9, 10, 11, 12 and 17 shall survive

the termination or expiration of this Agreement. No modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Notwithstanding anything herein to the contrary, any party to this Agreement (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction and all materials of any kind (including opinions and other tax analyses) that are provided to the party relating to such tax treatment and tax structure.

18. **SERVICE LEVEL AGREEMENT.** The Service Level Agreement (SLA) that defines the performance criteria and performance objectives to which Time Warner Cable and Road Runner Business Class will be held accountable for the Dedicated Access service is set forth in Addendum 1.

CUSTOMER:

By: _____
Name: _____
Title: _____
Date: _____

TWC:

By: _____
Name: David Montierth
Title: President of Commercial Services
Date: _____

Exhibit A

Service

Subject to the terms and conditions of this Agreement, TWC shall provide Customer with a dedicated circuit connection between Customer's data network located at **1370 Adams Ave., Costa Mesa, CA 92626**. The Service shall have the following capacity:

- dedicated fiber Internet Flat Rate Billing with the bandwidth/term selected below
- 100base-TX Ethernet handoff – UTP, full duplex at customer premise.

Additional capacity (Mbps) and/or static IPs are extra.

Prices

BGP Set-up Fee: BGP Set-up YES _____ NO _____ (please initial)

Installation Fee: \$1500.00 (waived on renewal)

Monthly Recurring Charges:

Please circle 1 BW/Term/MRC option below

<u>Bandwidth</u>	<u>Term</u>	<u>MRC</u>
20Mbps	24 months	\$1980.00/mo
	36 months	\$1900.00/mo
45Mbps	24 months	\$2904.00/mo
	36 months	\$2640.00/mo
60Mbps	24 months	\$3344.00/mo
	36 months	\$3040.00/mo
70Mbps	24 months	\$3696.00/mo
	36 months	\$3360.00/mo

NOTE: These rates are pre-CTF Discounts (50% up to \$7 million cap for all CCCD CTF eligible services). For budgetary purposes, please use 50% or the MRC; however, for contract (PO) purposes, please use the full MRC. As the service provider, TWC will process the discounts/credits per CTF guidelines (ref: CCCD CTF Application No 500032). More information can be found at <http://www.cpuc.ca.gov/PUC/Telco/Public+Programs/CTF/>

Addendum 1

Service Level Agreement

NETWORK LATENCY

Latency is the time delay experienced between a local computer/device generating a Layer 3 ICMP 64 byte ping message and receiving a response from the targeted remote computer/device. It is normally expressed in milliseconds (thousandths of a second). Latency is measured on a local-metro-divisional basis and regional basis.

No SLA is offered for IP packets traversing the public Internet. (Defined as the RRCS Headend router interface connecting to the Tier 1 provider, ADTN or Level3, and beyond). For Internet Access, the TW Cable/Road Runner network is an extension of the public Internet.

RRCS will measure latency using a standard 64 byte ping from one network device to a second network device in a round trip fashion. The ping test shall be conducted every 5 minutes for 24 hours for an entire month to constitute the measurement period.

A month is defined as 30 days times 24 hours for a total of 720 hours. Pinging every five minutes produces 12 pings per hour, 288 pings per day and 8,640 pings per month.

Latency will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Latency Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding 60ms on average to qualify for non-standard performance.

The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance.

DIVISION NETWORK LATENCY

Division Network Latency is defined as the end-to-end roundtrip period between the customer demarcation point (media converter) connected to the fiber optic local loop to the serving Distribution Hub and either the Tier 1 provider port on the Internet facing router in the Head End or the customer demarcation point (media converter) connected to the fiber optic local loop to the serving Distribution Hub at the other end of the Private Line circuit within the Division.

INTRA-REGIONAL NETWORK LATENCY

Intra-Regional Network Latency is defined as the end-to-end roundtrip period between the customer demarcation point (media converter) attached to the fiber optic local loop terminating in the local serving Distribution Hub to the Divisional Head End and across the Regional Ring to the destination Head End in the destination Division to the Distribution Hub serving the fiber optic local loop connecting to the customer demarcation point (media converter).

INTER-REGIONAL NETWORK LATENCY

Inter-Regional Network Latency is defined as the end-to-end roundtrip period between the customer demarcation point (media converter) attached to the fiber optic local loop terminating in the local serving Distribution Hub to the Divisional Head End and across the Inter-Regional Ring to the destination Head End in the destination Division to the Distribution Hub serving the fiber optic local loop connecting to the customer demarcation point (media converter). Inter-Regional services are not available for this product release.

END-TO-END NETWORK AVAILABILITY

End-to-End Network Availability is defined as the total number of minutes in a billing month during which a Road Runner Commercial Services Ethernet service is available to exchange data between the two Customer end points, or a Customer end point and the router connecting Road Runner Commercial Services to the Tier 1 provider, divided by the total number of minutes in a billing month expressed as a percentage. A billing month has 43,200 minutes.

End-to-End Network Availability is calculated as the total number of minutes during a calendar month when a specific customer connection and local access arrangements are available to exchange data between two or more customer end points with the same type of service, divided by the total number of minutes for that month.

End-to-End Network Availability covering Type 1 (On-Net) access is 99.95% that translates to 21.6 minutes per month of down time outside the maintenance window(s) for Layer 2 Ethernet transport services.

The calculation of End-to-End Network Availability commences after the Customer opens a Trouble Ticket with Road Runner Commercial Services CSC and is based on the availability of the service during the service monthly billing period in which the Customer opens the Trouble Ticket. Network outages do not include periods of service degradation, such as slow data transmission. Network availability is calculated on reported outages outside the maintenance window(s).

Availability will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Availability Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding 99.95% Availability on average to qualify for non-standard performance. The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance.

PACKET LOSS

Packet loss describes an error condition in which data packets appear to be transmitted correctly at one end of a connection, but never arrive at the other.

Packet Loss is the average ratio of total packets that are sent to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point.

Packet Loss will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Packet Loss Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding 0.1% Packet Loss on average between Time Warner Hubs to qualify for non-standard performance. The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance.

OUTAGE CREDITS

In the event that the customer experiences an outage of service and remote diagnosis through the company's Customer Support Center (CSC) have proved unsuccessful, the company will provide onsite response within 4 hours. The 4 hour window begins when remote diagnostics have been unsuccessful. In the event that the outage is found to be the company's responsibility, excluding the instance of force majeure as expressed in section 14 in this agreement, and the service is not restored within the 4 hour windows stated above the customer would be entitled to a week's credit of the monthly fee up to a maximum of 4 week's credit for a consecutive outage lasting up to 24 hours or more.



MEMORANDUM

Date: June 17, 2009

To: Honorable Board of Trustees and Acting Chancellor, Dr. Ding-Jo Currie

From: C.M. Brahmbhatt 

Re: Third Quarterly Report Ending March 31, 2009

The Third Quarterly Financial Status Report, CCFS-311Q, is attached for your review with the following notations:

- Projected income is approximately the same as last year due to increased state revenues from growth, and decreased revenues due to the statewide deficit.
- 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 36,769 for 2008/2009, a 3.2% 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 OFFICEQuarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

District: (830) COAST

CHANGE THE PERIOD 

Fiscal Year: 2008-2009

Quarter Ended: (Q3) Mar 31, 2009

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:

5/10/09

Chief Executive Officer Name:

Ding-Jo Currie

CEO Signature:



Date Signed:

5/13/09

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

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511

Send questions to:

Christine Atalig (916)327-5772 atalig@cccco.edu or Glen Campora (916)323-6899 gcampora@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: (Q3) Mar 31, 2009

District: (830) COAST

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: C.M. Brahmabhatt

CBO Phone: 714-438-4611

CBO Signature: _____

Date Signed: _____

Chief Executive Officer Name: Ding-Jo Currie

CEO Signature: _____

Date Signed: _____

Electronic Cert Date: 05/13/2009

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:
Christine Atalig (916)327-5772 atalig@cccco.edu or Glen Campora (916)323-6899 gcampora@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

District: (830) COAST

Quarter Ended: (Q3) Mar 31, 2009

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2005-06	Actual 2006-07	Actual 2007-08	Projected 2008-2009
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	190,467,693
A.2	Other Financing Sources (Object 8900)	34,228	11,182	2,448	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	166,751,197	186,678,388	190,016,738	190,467,693
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	157,609,140	170,280,324	188,498,979	194,036,152
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,885,423	6,728,540	6,710,979	2,022,307
B.3	Total Unrestricted Expenditures (B.1 + B.2)	159,494,563	177,008,864	195,209,958	196,058,459
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	7,256,634	9,669,524	-5,193,220	-5,590,766
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	Adjusted Fund Balance, Beginning (D + D.1)	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	18,010,314
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	12%	16.3%	12.1%	9.2%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	30,433	34,781	35,614	36,769
-----	---	--------	--------	--------	--------

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

H.1	Cash, excluding borrowed funds			18,825,845	26,034,362
H.2	Cash, borrowed funds only			0	0
H.3	Total Cash (H.1 + H.2)	12,901,666	28,259,644	18,825,845	26,034,362

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.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	193,465,919	193,507,693	140,638,293	72.7%
I.2	Other Financing Sources (Object 8900)	0	0	3,074	
I.3	Total Unrestricted Revenue (I.1 + I.2)	193,465,919	193,507,693	140,641,367	72.7%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	193,968,541	194,036,152	130,530,115	67.3%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,003,359	2,022,307	1,954,533	96.6%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	195,971,900	196,058,459	132,484,648	67.6%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-2,505,981	-2,550,766	8,156,719	
L	Adjusted Fund Balance, Beginning	23,601,080	23,601,080	23,601,080	
L.1	Fund Balance, Ending (C. + L.2)	21,095,099	21,050,314	31,757,799	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	10.8%	10.7%		

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	
			Permanent		Temporary			
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								

b. BENEFITS:	Year 3:							
	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?

Next year?

NO

YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

Financial status for FY 09/10 based on fiscal problems at the state. Reserves may be reduced and budgets cut as necessary to balance with state revenue estimates.

Coast Community College District

Third Quarterly Report

2008-2009

All Funds

Fund	General	Child Development	GO Bond	Capital Outlay	Insurance Services	N/R Reimb Operations	Total
Assets	36,761,565	168,155	109,951,135	6,146,914	30,367,831	147,647	183,543,246
Due To System Posting	0	0	0	0	0	0	0
Liabilities	3,162,675	220,038	55,331	105,359	2,212,652	2,260,196	8,016,250
Due To/From System Posting	0	0	0	0	0	0	0
Fund Balance	<u>33,598,890</u>	<u>-51,883</u>	<u>109,895,805</u>	<u>6,041,555</u>	<u>28,155,179</u>	<u>-2,112,549</u>	<u>175,526,997</u>
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	161,457,198	890,145	2,066,710	2,545,580	18,452,359	7,820,614	193,232,605
%	71.96%	74.30%	68.89%	87.76%	46.67%	66.93%	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	151,527,495	942,029	31,170,276	2,209,815	25,354,869	9,933,163	221,137,646
%	61.11%	78.64%	21.95%	25.68%	33.99%	85.01%	0
Suspense Clearing	68,107	0	0	0	0	0	68,107
Accrual Adjustments	0	0	0	0	0	0	0
Audit Adjustments	0	0	0	0	0	0	0
Fund Balance	<u>33,598,890</u>	<u>-51,883</u>	<u>109,895,805</u>	<u>6,041,555</u>	<u>28,155,179</u>	<u>-2,112,549</u>	<u>175,526,997</u>

Coast Community College District Financial Status Report

Third 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	-3,055,132	24,430,569
9120	CASH IN BANKS	1,676,586	-372,831	1,303,755
9125	CASH COLLECTN AWAITG DEPOSIT	2,711,999	-2,711,999	0
9130	REVOLVING CASH FUND	264,979	35,059	300,038
9150	INVESTMENTS	79	0	79
9160/9169	ACCOUNTS RECEIVABLE	12,698,675	-6,480,985	6,217,690
9170	DUE FROM OTHER FUNDS	1,120,185	2,541,430	3,661,615
9220	PREPAID EXPENSES	14,549	-14,549	0
9230	PREPAID EXPENSE/MID-MONTH	0	847,819	847,819
Total Assets		45,972,752	-9,211,187	36,761,565

<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	-1,228,838	1,626,977
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	-351,867	37,212
9520	DUE TO OTHER FUNDS	4,197,853	-4,197,853	0
9540	DEFERRED INCOME	7,900,848	-7,858,059	42,788
9541	CAPITAL LEASES	3,523	0	3,523
9550	SUMMER PAY WITHHELD	51,138	-8,305	42,833
9552	CALIF USE TAX PAYABLE	6,608	3,219	9,828
9554	BACKUP WITHHOLDING	0	0	0
9555	CA NON-RESIDENT W/H PAYABLE	0	0	0
9571	ACCRUED VACATION	741,457	0	741,457
Total Liabilities		22,371,672	-19,208,998	3,162,675

<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 March 31, 2009			23,601,080
	Plus Total Revenues			161,457,198
	Less Total Expenditures			151,527,495
9910	Plus Suspense Clearing			68,672
9918	Less Suspense A Payroll			65
9919	Less Suspense B Payroll			500
	Fund Balance as of March 31, 2009			<u>33,598,890</u>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8120	HIGHER EDUCATION ACT	1,260,680	424,564
8130	WORKFORCE INVESTMENT ACT	5,425,478	1,954,308
8140	TANF-TRANSITIONL ASSIST TO NEEDY FAMILIES	136,677	81,508
8170	VOC&APPLIED TECH EDUCATION ACT	2,171,564	708,172
8199	OTHER FEDERAL REVENUE	219,504	12,402
Sub Total	8100 FEDERAL REVENUE	9,213,903	3,180,953
8612	STATE GENERAL APPORTIONMENT	73,900,000	51,450,287
8619	OTHER GENERAL APPORTIONMENTS	1,707,519	1,183,696
8622	EXTENDED OPPORTUNITY PROG &SVS	3,413,316	2,475,675
8623	DISABLED STUDENTS PROGRAMS&SVS	2,870,577	2,008,506
8624	CALWORKS	590,786	388,682
8625	TELE TECH INFRASTRUCTURE PROG TTIP	253,063	225,136
8629	OTHER CATEGORICAL APPORTIONMT	8,954,495	8,068,381
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	293,074
8672	HOMEOWNERS PROPERTY TAX RELIEF	500,000	359,692
8673	TIMBER YIELD TAX	0	11
8681	STATE LOTTERY PROCEEDS	5,214,092	1,472,180
8682	STATE MANDATED COSTS	0	0
Sub Total	8600 STATE REVENUE	98,610,986	67,974,315
8811	DISTRICT TAXES - SECURED ROLL	75,500,000	47,412,205
8812	DISTRICT TAXES-SUPPLEMNTL ROLL	3,500,000	1,550,605
8813	DISTRICT TAXES-UNSECURED ROLL	3,500,000	2,999,085
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	6,814,030
8840	SALES	100,500	66,172
8850	RENTALS	1,464,500	932,153
8861	INTEREST & INVESTMENT INCOME	1,250,000	605,319

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8871	CHILD DEVELOPMENT SERVICES	492,000	370,049
8874	ENROLLMENT FEES	11,500,000	11,176,211
8876	HEALTH FEES	1,848,750	1,810,308
8877	INSTRUCT MATERIAL FEES	755,606	652,418
8879	STUDENT RECORDS	210,000	147,182
8880	NON RESIDENT TUITION	6,380,000	7,712,764
8881	PARKING FEES	1,733,881	1,273,896
8889	OTHER STUDENT FEES	46,500	193,650
8892	TELECOURSE REVENUE	2,009,100	0
8893	PARKING FINES	426,000	260,192
8895	LEGAL JUDGMENTS AND SETTLEMENTS	0	165,000
8899	OTHER LOCAL INCOME	1,354,774	816,324
Sub Total	8800 LOCAL REVENUE	117,580,911	90,298,857
8912	SURPLUS PROPERTY SALES	0	3,074
8914	GAIN ON SALE OF ASSESTS	0	0
8981	INTERFUND TRANSFERS	0	0
Sub Total	8900 OTHER FINANCING SOURCES	0	3,074
	TOTAL REVENUE	225,405,800	161,457,198

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
1100	INSTRUCTORS REG CONTRACT	39,230,069	30,097,773
1200	NON-INSTRUCTNL REG CONTRACT	16,289,272	12,051,058
1300	INSTRUCTORS HOURLY	19,054,763	18,683,927
1400	NON-INSTRUCTNL HOURLY	3,391,919	2,022,764
Sub Total	1000 CERTIFICATED SALARIES	77,966,023	62,855,521
2100	NON-INSTR CLASSIF REG CONTRACT	44,933,504	29,617,683
2200	INSTR CLASSIF REG CONTRACT	3,983,386	2,714,706
2300	NON-INSTRUCTIONAL, HOURLY	7,214,771	4,642,560
2400	INSTRUCTIONAL HOURLY	1,214,822	983,383
Sub Total	2000 CLASSIFIED SALARIES	57,346,483	37,958,333
3000	EMPLOYEE BENEFITS	2,884,362	-4,115
3100	STRS-STATE TEACHERS RETIREMENT	4,182,368	3,907,191
3200	PERS-PUBLIC EMPLOYEES RETIREMENT	5,029,329	3,452,866
3300	OASDI-OLD AGE/SURVIVORS/DISABILTY INS	4,676,511	3,557,963
3400	HEALTH & WELFARE BENEFITS	20,079,540	5,187,359
3500	STATE UNEMPLOYMENT INS	310,072	151,297
3600	WORKERS COMPENSATION INS	1,778,512	1,593,635
3700	LOCAL RETIREMENT SYSTEM	8,650,000	7,228,648
3900	OTHER BENEFITS	0	0
Sub Total	3000 STAFF BENEFITS	47,590,694	25,074,844

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
4200	OTHER BOOKS	50,480	48,728
4300	INSTRUCTINL SUPPLIES	5,308,121	2,692,246
4400	MEDIA SUPPLIES	34,970	3,333
4600	FUEL, OIL & REPAIR PARTS	558,926	308,642
4900	OTHER SUPPLIES	0	0
Sub Total	4000 BOOKS, SUPPLIES & MATERIALS	5,952,497	3,052,950
5000	INDIRECT EXPENSE CHARGEBACK	306,537	12,768
5100	PERSONAL AND CONSULTANT SERVICES	1,326,987	625,315
5200	TRAVEL AND CONFERENCES	983,651	390,791
5300	DUES AND MEMBERSHIP	366,501	231,119
5400	INSURANCE	1,377,677	1,145,074
5500	UTILITIES	5,315,151	4,458,716
5600	RENT, LEASES AND REPAIRS	7,140,990	5,077,251
5700	LEGAL, ELECTION AND AUDIT EXPENSES	2,402,411	1,768,843
5800	OTHER OPERATING EXPENSES AND SERVICES	8,112,446	3,512,419
5900	OTHER	4,305,298	0
Sub Total	5000 CONTRACT SERVICES, OPERATING EXPENSES	31,637,649	17,222,297
6100	SITE IMPROVEMENTS	20,217	36,244
6200	BUILDING IMPROVEMENTS	210,118	113
6300	BOOKS (NEW)	98,055	101,790
6400	EQUIPMENT AND LEASE PURCHASE	3,734,397	1,657,530
Sub Total	6000 CAPITAL OUTLAY	4,062,787	1,795,676
7300	INTERFUND TRANSFER OUT	1,981,359	1,913,800
7500	STUDENT FINANCIAL AID	126,560	96,410
7600	OTHER PAYMENTS TO OR FOR STUDENTS	2,065,005	1,557,665
7900	RESERVE FOR CONTINGENCIES (BUDGET ONLY)	20,279,823	0
Sub Total	7000 OTHER OUTGO & RESERVES	24,452,747	3,567,874
	TOTAL EXPENDITURES	249,008,880	151,527,495

CHANGE ORDER

Distribution to:

BOARD
FACILITIES
ARCHITECT
CONST. MANAGER
INSPECTOR
CAMPUS

Trustees
Ardith Richey
Bundy Finkel
Cordoba
UCMI
Rich Pagel

PROJECT: Coast Community College District
Orange Coast College Sailing Center Remodel
1801 W. Coast Highway
Newport Beach, CA 92663

CHANGE ORDER NUMBER: 1

NOTICE TO PROCEED:
CALENDAR DAYS:

CONTRACTOR:
TELACU Construction
414 W. 4th Street, Ste. L, Santa Ana, CA 92701

DSA PROJECT NO: A-108416
CONTRACTOR NO: 08-501

Changes to Contract:

1.	Raise the Eights Bay Sectional Door (found condition)	\$ 990
2.	Credit for Aluminum Storefront Doors	<\$ 1,500>
3.	Second Layer of Roof Underlayment	\$ 1,200
4.	Emergency Phone Conduit	\$ 425
5.	Plaza Concrete Revision	\$ 16,247
6.	Patch and Texture Existing Walls	\$ 1,000
7.	Install Circuit Breakers	\$ 727
8.	Install Fire Alarm Horn	\$ 500
9.	Install Additional Roof Drains	\$ 3,000
10.	Install Furred Wall per Bulletin 10	\$ 1,000
11.	Install Additional Lathe & Plaster per Bulletin 28	\$ 3,650
12.	Swing Change at Door 110	\$ 600
13.	Frame Shaft in Northwest Corner of Fours Bay (found condition)	\$ 709
14.	Install Flatstock	\$ 1,200
15.	AT & T Site Concrete Repair	\$ 2,250
16.	Site Concrete Repair Bulletin No. 23 Includes PCH Sidewalk	\$ 11,887
17.	Add Stainless Steel Coping	\$ 4,872
18.	Add Notched Channel at Stair No. 1	\$ 776
19.	Extend Stainless Steel Railing at Stair No. 1	\$ 1,000
20.	Connect Existing Guard Rail to New Stairs	\$ 520
21.	Install Three Shop Windows	\$ 2,500
22.	Unforeseen Demolition Work	\$ 2,200
23.	Add Concrete Under the Existing Stairs	\$ 500
24.	Add Concrete Between Shop and Stairs	\$ 3,400
25.	Demolish Concrete Footing at Seawall (found condition)	\$ 2,132
26.	Install 27 Foot of Channel Drain	\$ 2,700
27.	Add Slurry to Cover Fire and Electrical Pipe	\$ 2,000
28.	Relocate Lockers to Prevent Conflict in Door Swings	\$ 250
29.	Correction to Bent Radius Steel in Second Floor	\$ 15,000
30.	Paint Second Floor Classrooms	\$ 4,254
31.	Install Densboard for Water Protection	\$ 552
32.	Correct Found Condition by Deepening Footing	\$ 7,250
33.	Stabilization of Soil Under Footing (found condition)	\$ 3,100
34.	Stabilization of Existing Curb at Parking Lot (found condition)	\$ 1,300
35.	Delete Exterior Paint from Contract	<\$2,100>
36.	Add Relief Air Valve Per Bulletin No. 7	\$ 3,200
37.	Add Ventilation Fan Per Bulletin No. 11	\$ 3,827
38.	Seismic Joint Revision to Drywall	\$ 795

39.	Install Soffit Framing Per Bulletin No. 13	\$ 927
40.	Add Drywall Tape to 2 nd Floor Classroom	\$ 927
41.	Add Drywall Behind Electrical Boxes in Fours Bay	\$ 244
42.	Additional Taping and Sanding Behind Electrical Boxes	\$ 328
43.	Fur, Add Drywall and Tape North Elevation of Room 107	\$ 1,988
44.	Tape and Sand South Elevation of 2 nd Floor Classroom	\$ 644
45.	Tape and Sand Additional Portions of 2 nd Floor Classroom	\$ 344
46.	Install Drywall on 2 nd Floor	\$ 1,054
47.	Tape in Existing 2 nd Floor Rooms	\$ 707
48.	Install New Sill and Jamb Flashing	\$ 858
49.	Install Drywall Per 11/24/08 E-mail	\$ 1,610
50.	Add a Tamper Switch	\$ 250
51.	Sandblast and Seal Concrete Plaza (To protect concrete from Rowing Shells)	\$ 4,948
52.	Retrofit Brackets for Sunshade (found condition)	\$ 1,200
53.	Repair to Seismic Joint (found condition)	\$ 3,100

Almost all of the change order items were completed on a "time and materials" basis. The contractor was directed to do the work then each day the DSA inspector or Construction Manager signed off on the daily tickets. This resulted in some of the items above seeming to be the same work but the work was performed on different days.

Original Contract Sum:	\$2,753,000
Net Changes of Previous Change Orders:	0
Contract Sum Prior to this Change Order:	\$2,753,000
Change Order (Increase) (Decrease)	\$ 123,042
New Contract Sum:	\$2,876,042
Contract Time (Increase) (Decrease) (Unchanged)	Pending Negotiation
Completion Date After This Change Order:	

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.

TELACU Construction

Coast Community College District

Date: _____

President, Board of Trustees
Date: _____

Bundy Finkel Architects

DSA – San Diego Office

Date: _____

Date: _____



WIA COST REIMBURSEMENT AGREEMENT

County of Orange

FUNDING SOURCES: 100% FEDERAL

AGREEMENT #: 16-TBL-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 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. Employment Development Department Independent Operator Reporting Requirements.

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- 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 **WHEREAS**, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to
2 as "the Act," to provide workforce investment activities, through statewide and local workforce investment
3 systems, that increase employment, retention and earnings of participants, and increase occupational skill
4 attainment by participants, and, as a result, improve the quality of the workforce and enhance the
5 productivity and competitiveness of the Nation; and

6 **WHEREAS**, Congress has enacted the "American Recovery and Reinvestment Act of 2009,"
7 hereinafter referred to as "the Recovery Act," to preserve and create jobs, promote the nation's economic
8 recovery, and assist those most impacted by the recession; and

9 **WHEREAS**, Congress has directed employment and training programs of American Recovery and
10 Reinvestments Act to be administered through the Act; and

11 **WHEREAS**, COUNTY, acting as the Administrator of the Act funds, is empowered to make a
12 portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to
13 CONTRACTOR, for the purpose of implementing the provisions of the Act; and

14 **WHEREAS**, COUNTY, by Minute Order dated, July 14, 2009 a copy of which is on file with the Clerk
15 of the Board of Supervisors of Orange County and which by this reference is incorporated herein and
16 made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to
17 exceed Three Hundred Sixty Three Thousand Seven Hundred and Ninety Two dollars (\$363,792) to
18 engage CONTRACTOR to carry out certain program services; and

19 **WHEREAS**, COUNTY'S OC Community Resources Director or designee (hereinafter referred to as
20 "DIRECTOR") shall administer this Agreement as is necessary or reasonable to comply with or implement
21 the grant funds received by COUNTY and as required by law or applicable regulations; and

22 **WHEREAS**, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and
23 conditions hereinafter set forth;

24 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

25 1. **PURPOSE**
26

The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the 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.

2. TERM

The effective term of this Agreement shall commence on July 1, 2009 and terminate on December 31, 2011 subject to the provisions of Sections 9, 43 and 45 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in Subparagraph 19 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained in Paragraph 43 herein.

3. STATEMENT OF WORK

This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibits B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Statement of Work will be controlling.

4. TERMINATION

(a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be

deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

(b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.

5. SERVICES

CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B", "C", and "D" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B", "C", and "D". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", "C", and "D" may, in addition to those remedies set forth in Section 43 of this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under Section 8 (c) of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of the total contract may be made by CONTRACT ADMINISTRATOR. Any reduction over 10% shall occur only as a result of action of Board of Supervisors upon recommendation by CONTRACT ADMINISTRATOR.

6. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

The parties hereto agree that those program components, service levels, and line-item budget information detailed in Exhibits "A", "B", "C", and "D" may be modified upon mutual written agreement of the CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total payments under this Agreement are not increased and the basic goals and objectives of the program are not altered. Should the State of California modify any program component and/or service level detailed in Exhibits "A", "B", "C",

and "D" then the COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

7. BUDGET SCHEDULE

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibits "D" which by this reference is incorporated herein and made a part hereof as if fully set forth.

8. MODIFICATION OF BUDGET SCHEDULE

The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits, Operations, Consultant/Subcontract, Office Supplies, Employer Reimbursement (OJT), Participant Wages, Participant Benefits, Participant Supportive Services, Participant Incentives, Equipment, and Indirect. Upon written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT ADMINISTRATOR includes approval of the new Budget Category.

9. PAYMENTS BY COUNTY

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before December 31, 2011, and that any and all funds remaining as of December 31, 2011, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after December 31, 2011. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after January 31, 2012.

1 Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in
2 accordance with the following payment schedule:

3 (a) Monthly Payments. Beginning July 31, 2009, upon receipt and approval by OC Community
4 Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's
5 actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's
6 invoice so long as the total payments under this Agreement do not exceed Three Hundred Sixty Three
7 Thousand Seven Hundred and Ninety Two dollars (\$363,792).

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 20th 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
17 month's reports or invoices have not been received.

18 10. CONTINGENCY OF FUNDS

19 CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are
20 contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of
21 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget
22 approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or
23 operation. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may
24 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement,
25 without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR.
26

CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's decision.

11. COMPLIANCE WITH LAW

In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

(2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR'S operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

12. INSTRUCTORS

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this

Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and qualifications of all instructors who will be providing such training and shall notify CONTRACT ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

13. PERFORMANCE STANDARDS

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibits "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

14. PLANS AND PROCEDURES

CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from CONTRACT ADMINISTRATOR. Said Policies and Procedures may be modified by CONTRACT ADMINISTRATOR upon ten (10) days written notice to CONTRACTOR.

15. SATISFACTORY WORK

Services rendered hereunder are to be performed to the written satisfaction of CONTRACT ADMINISTRATOR. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibits "C". Inconsistencies in performance will be corrected as they occur and are detected.

16. REPORTS

CONTRACTOR shall maintain records and submit such reports, data and information at such times as CONTRACT ADMINISTRATOR may require, and in the form CONTRACT ADMINISTRATOR may require, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to this Agreement as may be requested by CONTRACT ADMINISTRATOR, upon a form approved by

1 CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR may modify the provisions of this
2 paragraph without further Board action upon written notice to CONTRACTOR.

3 **17. NO SUPPLANTATION**

4 CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes
5 of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim
6 reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its
7 obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not
8 use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or
9 compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or
10 COUNTY program without prior written approval of CONTRACT ADMINISTRATOR.

11 **18. INDEPENDENT CONTRACTOR**

12 CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be
13 wholly responsible for the manner in which it performs the services required of it by the terms of this
14 Agreement. Nothing herein contained shall be construed as creating the relationship of employer and
15 employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S
16 agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees
17 or agents as they relate to services to be provided during the course and scope of their employment.
18 CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges
19 of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

20 **19. EMPLOYEE ELIGIBILITY VERIFICATION**

21 The Contractor warrants that it fully complies with all Federal and State statutes and regulations
22 regarding the employment of aliens and others and that all its employees performing work under this
23 Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The
24 Contractor shall obtain, from all employees performing work hereunder, all verification and other
25 documentation of employment eligibility status required by Federal or State statutes and regulations
including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as

1 they currently exist and as they may be hereafter amended. The Contractor shall retain all such
2 documentation for all covered employees for the period prescribed by the law. The Contractor shall
3 indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents,
4 officers, and employees from employer sanctions and any other liability which may be assessed against
5 the Contractor or the County or both in connection with any alleged violation of any Federal or State
6 statutes or regulations pertaining to the eligibility for employment of any persons performing work under
7 this Contract.

8 **20. ASSIGNMENT**

9 The terms, covenants, and conditions contained herein shall apply to and bind the heirs,
10 successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement
11 shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to
12 assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and
13 shall constitute a breach of this contract.

14 **21. SUBCONTRACTS**

15 CONTRACTOR shall not subcontract for services under this Agreement without the prior written
16 consent of CONTRACT ADMINISTRATOR. If CONTRACT ADMINISTRATOR consents in writing to a
17 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR
18 to COUNTY. CONTRACT ADMINISTRATOR may refuse to pay obligations incurred under any
19 subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and
20 copies of same shall be provided to CONTRACT ADMINISTRATOR within thirty (30) days of execution.
21 CONTRACTOR shall include in each subcontract any provision CONTRACT ADMINISTRATOR may
22 require

23 CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a
24 manner consistent with Federal, State and local guidelines. Description of the intended method of
25 procurement must be included as part of the budget which is included as Exhibits "D" of this Agreement.
26 CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how

the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

22. FISCAL ACCOUNTABILITY

(a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to subgrant and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
- (4) Source documentation to support accounting records; and
- (5) Proper charging of costs and cost allocation.

(b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

- (1) the Act;
- (2) 20 C.F.R. Part 667; and
- (3) State implementing legislation.

23. PROGRAM INCOME

COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the

1 services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of
2 CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

3 It is mutually understood that the State or Federal agency responsible for providing the funding for
4 this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated
5 as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the
6 following:

7 (a) Submit a plan to the CONTRACT ADMINISTRATOR for use of any and all proposed Program
8 Income;

9 (b) Set-up and maintain a separate bank account for any proposed Program Income and account
10 for any and all such income received; and

11 (c) Report to CONTRACT ADMINISTRATOR any and all Program Income received no later than
12 thirty (30) days from the date of receipt; record the amount received on internal financial records; and
13 indicate the amount received on the monthly claim submitted to CONTRACT ADMINISTRATOR.

14 CONTRACT ADMINISTRATOR shall then forward the plan for the requested use of the proposed
15 Program Income to the appropriate State and/or Federal agencies for approval.

16 CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as
17 CONTRACT ADMINISTRATOR obtains authorization for the use of the Program Income from the
18 responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the
19 use of the funds.

20 CONTRACT ADMINISTRATOR may, in its sole discretion, issue future policy statements and/or
21 instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy
22 statements and/or instructions.

23 **24. PELL GRANTS/HEA TITLE IV**

24 If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell
25 Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with
26 CONTRACT ADMINISTRATOR in coordinating these grants and awards with WIA funding in accordance

with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform CONTRACT ADMINISTRATOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this Agreement.

25. ANNUAL AUDIT

CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

26. ACCESS AND RECORDS

(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 records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

1 (b) Records Retention. All accounting records and evidence pertaining to all costs of
2 CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's
3 office or place of business for the duration of this Agreement and thereafter for four (4) years after
4 completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or
5 litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to
6 which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4)
7 years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

8 (c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or
9 Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the
10 extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

11 **27. FRAUD**

12 CONTRACTOR shall immediately report all suspected or known instances and facts concerning
13 possible fraud, abuse or criminal activity under this Agreement.

14 **28. MODIFICATIONS/CHANGE ORDERS**

15 (a) CONTRACT ADMINISTRATOR may at any time, by written order to CONTRACTOR, make
16 changes within the general scope of this Agreement, in the definition of services and tasks to be
17 performed, the manner in which services are performed, the time and place of performance thereof and
18 additional related provisions. Such change orders may be made when necessitated by changes in the
19 Orange County One-Stop System operations or performance, the operations or performance of
20 CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates
21 or directives. CONTRACTOR may submit a program or budget modification request in response to
22 change orders which significantly alter CONTRACTOR's Statement of Work. Without further Board action,
23 CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's
24 services in amounts that do not collectively increase or decrease by more than 10% the price of said
25 services under this Agreement when originally executed. Modifications in excess of 10% of the original
26

Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

CONTRACTOR and CONTRACT ADMINISTRATOR shall make a good faith effort to reach an agreement with respect to change orders, which affect the price of services under the Agreement. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to Section 44 of this Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be increased except by written modification of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Agreement.

(b) CONTRACTOR may request changes in the scope of performance or services under this Agreement, by submitting a written request to CONTRACT ADMINISTRATOR describing the request and its impact on CONTRACTOR's Proposal, Statement of Work and Budget Schedule. CONTRACT ADMINISTRATOR will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. CONTRACT ADMINISTRATOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. CONTRACT ADMINISTRATOR may approve a request that meets all of the following criteria:

- (i) The request does not increase or decrease the total amount of the funds allocated for the individual programs affected by 10% from the amount specified in Exhibit "D" of this Agreement, when it was originally executed;
- (ii) It does not materially change other terms of this Agreement, and
- (iii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

29. PARTICIPANTS

1 (a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the
2 activities and services funded by this Agreement ("participants") in accordance with the standards and
3 requirements of the Act, including Section 181 of the Act.

4 (b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act,
5 including Section 181 of the Act, and all other applicable codes and regulations.

6 (c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling
7 Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR.
8 CONTRACTOR shall advise participants of their right to file complaints under the Act and of the
9 procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for
10 handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the
11 Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or
12 the Federal government relating to the complaint shall be binding on and shall be followed by
13 CONTRACTOR.

14 (d) Nondiscrimination and Compliance Provisions

15 (1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity
16 provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the
17 Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age
18 Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the
19 Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246,
20 as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and
21 with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing
22 those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and
COUNTY have the right to seek judicial enforcement of this requirement.

23 (2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act
24 (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder
25 (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair
26

1 Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in
2 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement
3 by reference and made a part hereof as if set forth in full.

4 (3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not
5 deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color,
6 ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical
7 condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will
8 they unlawfully discriminate, harass or allow harassment against any employee or applicant for
9 employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age,
10 mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status,
11 denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and
12 treatment of employees and applicants for employment are free from such discrimination and harassment.

13 (4) CONTRACTOR will include the non-discrimination and compliance provisions of this
14 Section of the Agreement in all subcontracts to perform work under this Agreement.

15 (5) CONTRACTOR will give written notice of its obligations under this Section of the
16 Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other
17 agreement.

18 (6) CONTRACTOR shall furnish any and all information requested by CONTRACT
19 ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to
20 books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-
21 discrimination requirements.

22 30. CONFIDENTIALITY

23 (a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where
24 applicable, maintain the confidential nature of information provided to it concerning participants in
25 accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to
COUNTY, the State of California and/or the United States Government or their representatives, all records

requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder. Notwithstanding, this confidentiality provision, contractor shall be entitled to disclose otherwise confidential information pursuant to court order or pursuant to request under applicable State and Federal law.

(b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

(c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

31. EQUIPMENT

All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by CONTRACT ADMINISTRATOR. The use of such items of Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of CONTRACT ADMINISTRATOR.

CONTRACTOR further agrees to the following:

1 (a) To maintain all items of Equipment in good working order and condition, except for normal
2 wear and tear.

3 (b) To label all items of Equipment, do periodic inventories as required by CONTRACT
4 ADMINISTRATOR and to maintain an inventory list showing where and how the Equipment is being used,
5 in accordance with procedures developed by CONTRACT ADMINISTRATOR. All such lists shall be
6 submitted to CONTRACT ADMINISTRATOR within ten (10) days of the request therefore. Inventory lists
7 must be maintained for four (4) years after final disposition of property.

8 (c) To report in writing to CONTRACT ADMINISTRATOR immediately after discovery, the loss or
9 theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted
10 and a copy of the police report submitted to CONTRACT ADMINISTRATOR.

11 (d) To purchase a policy or policies of insurance covering loss or damage to any and all
12 Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing
13 protection against the classification of fire, extended coverage, vandalism, malicious mischief and special
14 extended perils (all risks) covering the parties' interests as they appear.

15 (e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in
16 writing, shall require the prior written approval of CONTRACT ADMINISTRATOR, and shall fulfill the
17 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or
18 activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting
19 from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been
20 obtained from CONTRACT ADMINISTRATOR.

21 (f) The purchase of computer-related and electronic equipment under \$5,000, including, but not
22 limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved
23 by CONTRACT ADMINISTRATOR.

24 **32. MUTUAL INDEMNIFICATION**

25 32. (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

1 Board, their elected and appointed officials, officers, employees, agents and those special districts and
2 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
3 INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not
4 limited to personal injury or property damage, arising from or related to the services, products or other
5 performance provided by CONTRACTOR pursuant to this Agreement.

6 (b) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed
7 officials, officers, and employees harmless from any claims, demands or liability of any kind or nature,
8 including but not limited to personal injury or property damage, arising from or related to the services,
9 products or other performance provided by COUNTY pursuant to this Agreement.

10 **33. INSURANCE**

11 (a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase
12 all required insurance at CONTRACTOR's expense and to deposit with CONTRACT ADMINISTRATOR
13 Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that
14 the insurance provisions of this Agreement have been complied with and to keep such insurance coverage
15 and the certificates therefore on deposit with CONTRACT ADMINISTRATOR during the entire term of this
16 Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
17 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
18 CONTRACTOR.

19 (b) All insurance policies required by this Agreement shall declare any deductible or self-insured
20 retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically
21 be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be
22 responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or
23 deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain
24 insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this
25 Agreement.
26

(c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.

(d) The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, CEO/Office of Risk Management retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings.

(e) The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size 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."

(f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with Broad Form Property Damage	\$1,000,000 combined single limit per occurrence
Endorsement and Contractual Liability	\$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

(g) All liability insurance required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

(h) The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers'

1 Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of
2 Orange is an additional insured shall accompany the Certificate of Insurance.

3 (i) All insurance policies required by this Agreement shall be primary insurance, and any insurance
4 maintained by the County of Orange shall be excess and non-contributing with insurance provided by
5 these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-
6 contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability
7 and Sexual Misconduct Insurance.

8 (j) All insurance policies required by this Agreement shall give the County of Orange 30 days notice
9 in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of
10 Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-
11 printed ACORD certificate:

12 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
13 EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN
14 NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

15 (k) All insurance policies required by this Agreement shall waive all rights of subrogation against
16 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,
17 officers, agents and employees when acting within the scope of their employment or appointment.

18 (l) The Commercial General Liability policy shall contain a severability of interests clause.

19 (m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which
20 requires every employer to be insured against liability for Workers' Compensation or be self-insured in
21 accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish
22 COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement,
23 statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of
24 \$1,000,000 per occurrence.
25
26

(n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made to the next qualified proponent.

(o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect COUNTY.

(p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with CONTRACT ADMINISTRATOR incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

(q) The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

34. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement including those covered by copyright. The COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such 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).

35. INTELLECTUAL PROPERTY

(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.

1 (i) For the purposes of the definition of Intellectual Property, "works" means all literary works,
2 writings and printed matter including the medium by which they are recorded or reproduced, photographs,
3 art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital
4 images, animation cells, and other audiovisual works including positives and negatives thereof, sound
5 recordings, tapes, educational materials, interactive videos, computer software and any other materials or
6 products created, produced, conceptualized and fixed in a tangible medium of expression. It includes
7 preliminary and final products and any materials and information developed for the purposes of producing
8 those final products. "Works" does not include articles submitted to peer review or reference journals or
9 independent research projects.

10 (3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its
11 Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this
12 Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence
13 prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall
14 not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without
15 the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR
16 nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If,
17 during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is
18 licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions
19 applicable to COUNTY in the third-party's license agreement.

20 (4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining
21 COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third
22 parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or
23 subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms
24 of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through
25 thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to
assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or

1 reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or
2 indirectly from this Agreement or any subcontract.

3 (5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this
4 Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of
5 paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and
6 subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for
7 customized and on-the-job training as authorized under 20 CFR 663.700-730.

8 (6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable
9 respects, and execute all documents and, subject to reasonable availability, give testimony and take all
10 further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual
11 Property rights and interests.

12 (c) Retained Rights/License Rights.

13 (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by
14 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR
15 shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior
16 to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional
17 compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-
18 terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and
19 privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to
20 sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the
21 Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and
22 interest in the Intellectual Property as set forth herein.

23 (2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using
24 any ideas, concepts, know-how, methodology or techniques related to its performance under this
25 Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights,
26 license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any

provisions of paragraphs thirty four (a) through thirty-four (i) or result in a breach of any provisions of law relating to confidentiality.

(d) Copyright.

(1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from COUNTY.

(e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty four (c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right,

1 title and interest in and to such inventions and to assist COUNTY in securing United States and foreign
2 patents with respect thereto.

3 (f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its
4 performance of this Agreement shall not be dependent upon or include any Intellectual Property of
5 CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting
6 to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph thirty-
7 four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective
8 date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that
9 the Intellectual Property should be included in or is required for CONTRACTOR's performance of this
10 Agreement, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

11 (g) Warranties.

12 (1) CONTRACTOR represents and warrants that:

13 (i) CONTRACTOR has secured and will secure all rights and licenses necessary for its
14 performance of this Agreement.

15 (ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either Party
16 of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import,
17 export, modification, public and private display/performance, distribution, and disposition of the Intellectual
18 Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which
19 result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right,
20 non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under
21 the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There
22 are currently no actual or threatened claims by any such third party based on an alleged violation of any
23 such right by CONTRACTOR.

24 (iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right
25 of privacy of, or constitute a libel or slander against any person or entity.
26

1 (iv) CONTRACTOR has secured and will secure all rights and licenses necessary for
2 Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or
3 performances used, and talent (radio, television and motion picture talent), owners of any interest in and to
4 real estate, sites locations, property or props that may be used or shown.

5 (v) CONTRACTOR has not granted and shall not grant to any person or entity any right that
6 would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this
7 Agreement.

8 (vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds
9 will not be used in the performance of this Agreement for the acquisition, operation or maintenance of
10 computer software in violation of copyright laws.

11 (vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges,
12 liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's
13 performance of this Agreement.

14 (2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING
15 FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT
16 OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

17 (h) Intellectual Property Indemnity.

18 (1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and
19 assignees, and its officers, contract administrators, employees, agents, representatives, successors, and
20 users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or
21 actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions
22 or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses,
23 court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending
24 against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities
25 may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which
arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties,

1 covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual
2 Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's
3 use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and
4 private performance/display, license, and disposition of the Intellectual Property made, conceived, derived
5 from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this
6 Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on
7 a patent, trademark or copyright registration that was issued after the effective date of this Agreement.
8 COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such
9 infringement action brought against COUNTY.

10 (2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this
11 Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise
12 its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual
13 Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to
14 monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In
15 the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using
16 the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the
17 replaced or modified Intellectual Property becomes non-infringing provided that such replacement or
18 modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not
19 reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement,
20 without restriction or limitation of any other rights and remedies available at law or in equity.

21 (3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY
22 for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-
23 four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the
24 event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without
25 limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other
26 rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

36. CORPORATE STATUS

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to CONTRACT ADMINISTRATOR.

37. STANDARDS OF CONDUCT

(a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or the County of Orange, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

(c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

(d) Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due

1 diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to
2 friends and associates.

3 (e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR,
4 elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any
5 other consideration from a third person, for the performance of an act reimbursed in whole or part by
6 CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds
7 will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB will cast
8 a vote on the provision of services by that member (or any organization which that member represents) or
9 vote on any matter which would provide direct financial benefit to that member or any business or
10 organization which the member directly represents.

11 **38. SWEATFREE CODE OF CONDUCT**

12 All CONTRACTORs contracting for the procurement or laundering of apparel, garments or
13 corresponding accessories, or the procurement of equipment, materials, or supplies, other than
14 procurement related to a public works contract, declare under penalty of perjury that no apparel, garments
15 or corresponding accessories, equipment, or supplies furnished to the sweatshop labor, forced labor,
16 convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children
17 in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the
18 Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website
19 located at www.dir.ca.gov, and Public Contract Code Section 6108.

20 The CONTRACTOR agrees to cooperate fully in providing reasonable access to the
21 CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by
22 authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of
23 Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the
24 Sweatfree Code of Conduct.

25 **39. DRUG FREE WORKPLACE**

26

1 CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto
2 as Exhibit "E" and incorporated herein by this reference.

3 **40. DEBARMENT**

4 CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached
5 hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not
6 debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State
7 assistance programs in accordance with 29 C.F.R. Part 98.

8 **41. SECTARIAN ACTIVITIES**

9 CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any
10 religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain
11 any school, college, university, hospital or other institution controlled by any religious creed, church, or
12 sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued
13 December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based
14 organizations in administering its federally-funded activities.

15 **42. LITERATURE**

16 Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or
17 the general public of its programs under this Agreement shall state that its programs are supported by the
18 County of Orange and the Orange County Workforce Investment Board, and shall state that the program is
19 an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request
20 to individuals with disabilities."

21 **43. LOBBYING**

22 (a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying,"
23 which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall
24 complete and immediately forward to CONTRACT ADMINISTRATOR the "Disclosure Form to Report
25 Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if
CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or

engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.

(b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

44. BREACH - SANCTIONS

If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by CONTRACT ADMINISTRATOR 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 same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 43 herein. CONTRACT ADMINISTRATOR shall give CONTRACTOR written notice of any action pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

45. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by CONTRACT ADMINISTRATOR. In such a case, CONTRACT ADMINISTRATOR shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of CONTRACT ADMINISTRATOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CONTRACT ADMINISTRATOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of CONTRACT ADMINISTRATOR.

46. TOTAL AGREEMENT

This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

47. CHILD SUPPORT ENFORCEMENT

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 providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of award of contract.

Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall constitute grounds for termination of this Agreement.

48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

49. NOTICES

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

COUNTY: OC Community Resources
OC Community Services / Community Investment Division
1300 South Grand Avenue
Building "B"
Santa Ana, California 92705

CONTRACTOR: To CCC: Joycelyn Groot

Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708
Fax (714) 241-6270

With a copy to: Attn: Vice Chancellor, Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

50. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

51. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

52. PUBLICITY

Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

53. CALENDAR DAYS

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

//

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"*

"COAST COMMUNITY COLLEGE DISTRICT (COASTLINE
COMMUNITY COLLEGE, a public educational agency"

Dated: _____

By: _____

Title: President, Board of Trustees

*[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: _____
Deputy

GENERAL PROGRAM REQUIREMENTS TECHNOLOGY BASED LEARNING INITIATIVE

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, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

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.

WIA SUBRECIPIENT STATEMENT OF WORK

(Program Year 2009-2012)

This Statement of Work is part of the Contract between the County of Orange and Coast Community College District, dated July 1, 2009. It is incorporated into that Contract as though fully set forth therein:

TITLE OF PROJECT: Technology Based Learning Initiative

SUBRECIPIENT: Coast Community College District

1. Project Description

The Technology-based Learning Initiative (or TBL) also commonly known as e-learning, constitutes learning via electronic technology, including the Internet, intranet sites, satellite broadcasts, audio and video conferencing, Internet bulletin boards, chat rooms, Web casts, simulations, gaming, podcasting, and a variety of mobile options. TBL is an umbrella term, which also encompasses related terms, such as distance learning, on-line learning, Web-based learning (learning that occurs via the Internet), CDs and DVDs, and computer-based learning (learning through the use of dedicated personal computers). The TBL project is part of a nationwide effort by the US Dept of Labor totaling nearly \$10 million to expand access to technology-based training. This project will utilize \$500,000 in DOL funds to increase hospital effectiveness/efficiency, employee performance / productivity / retention, and patient satisfaction by improving the communication skills of nurses with limited English proficiency to meet the needs of the Orange County Healthcare industry. These funds may be used to pay for case management services of entry-level workers, transitioning skilled workers and the training of current and new employees at designated companies in Orange County. Targeted companies include Fountain Valley Regional Hospital and St. Joseph Hospital. Coastline Community College will provide the training.

2. Project Partners

- Project Business Partners include:
 - Fountain Valley Regional Hospital and Medical Center
 - St. Joseph Hospital
- Project Training Partners include:
 - Coastline Community College, Learning Systems division
- Project Educational Partners include:
 - North Orange County community College District – Cypress College
 - Rancho Santiago Community College District – Santa Ana College
- Other Collaborative Partners include:
 - County of Orange, Social Services Agency
 - Orange County Workforce Investment Board Youth Providers

3. Project Guidelines

A. Target Population

This project will provide training services for up to 31 individuals currently enrolled in nursing programs and are at risk of dropping out because of English deficiencies and/or those on the waiting and incumbent workers who need the skill upgrades for their continued successful employment. The training participants will be referrals from the Orange County One-Stop & Business Service Centers and other relevant resources, including the Orange County Community Colleges network, working through the case managers at the One-Stop Centers.

B. Program Design Components/Program Outline/Program Description

Outreach and recruitment - TBL Training Programs in the Healthcare Industry for New Workers - Individuals with limited English proficiency who are registered nurses, are being

1 trained as nurses, or work in a related field. TBL training programs in the healthcare
2 industry are increasing and are primarily composed of hybrid certificate programs in which
3 some classes are offered entirely online, others are offered in-class only by nature of the
4 subject, and the remaining classes are blended learning environment that require both
5 online and in-class attendance. Certificate programs in the allied healthcare professions
6 include, but are not limited to Medical Record Clerk, Health Information Coding Specialist,
7 Medical Insurance Billing, Medical Assistance-Administrative, Pharmacy Technology,
8 Human Services, and Biological Laboratory Technician. A total of 31 individuals from the
9 target populations listed below and/or incumbent workers will have access to TBL training
10 programs leading to a certificate and career pathway in the healthcare industry in Orange
11 County. Outreach will be initially targeted to those currently enrolled in nursing programs
12 and are at risk of dropping out because of English deficiencies. Additional targets include
13 those on the waiting list and incumbent workers who need the skill upgrades for their
14 continued successful employment.

15 Virtual Hospital – Curricula Scope

16
17 *Course Goal:* To increase hospital effectiveness/efficiency, employee
18 performance/productivity/retention, and patient satisfaction by improving the
19 communication skills of nurses with limited English proficiency.

20 *Strategy:* Given the busy working lives typical of nurses, the creation of a convenient
21 "blended" training solution that provides both self-directed and facilitated learning. This will
22 combine asynchronous online/computer-based learning that can occur at home along with
23 live, classroom instruction that can occur at the hospital. Classroom instruction will focus
24 on that which is more effectively taught and assessed in a face-to-face environment.
25 Lessons will focus on listening and speaking skills, with some attention paid to necessary
26 reading and writing skills. Learning activities will be designed around real-world scenarios

1 and problems presented in a virtual hospital simulation and in face-to-face role play.
2 These scenarios would reflect authentic nursing activities, so the language is learned in
3 context for better retention and recall. Through technology-mediated and classroom
4 discussions and exercises, students will also focus on cross-cultural contrasts between
5 American hospitals and those in other countries.

6 *Curriculum:* The curriculum will include the following components:

- 7 • Pre-assessment
- 8 • Basic computer literacy -- in order to use the learning technology required for this
- 9 course and the technology required at work
- 10 • Vocational English language skills assessment and training
- 11 • Accent reduction training. Conversation and lab activities will focus on correct and
- 12 comprehensible English pronunciation
- 13 • ESL sentence structure, vocabulary and idioms: Identified as those occurring at a
- 14 high level of frequency in the hospital environment. Activities will include aural/oral
- 15 work, pair work, individual assessments and practice to improve specific identified
- 16 problems, role play, computer lab activities to improve pronunciation, conversation
- 17 exercises, reading exercises based on documents used in a hospital setting, written
- 18 exercises, and quizzes.
- 19 • Acculturation and socialization training with emphasis on the role of a nurse in an
- 20 American hospital. Activities and discussions focusing on the role of a nurse in an
- 21 American hospital, acceptable patterns of communication and interaction. These
- 22 activities and discussions will focus on assumptions about a nurse's role in relation
- 23 to patients, to fellow nurses, to supervisors, and to doctors and emphasize polite,
- 24 courteous, and effective patterns of communication including: Patterns of speech;
- 25 Patterns of non-verbal behavior; and General awareness.
- 26

- Post assessment

C. Service Delivery System

The Virtual ESL for Nursing and Related Healthcare Occupations TBL program will be designed using an Instructional Systems Development process typically referred to as the ADDIE model for its 5-stages: Analysis, Design, Development, Implementation and Evaluation.

VIRTUAL HOSPITAL		
VIRTUAL ESL FOR NURSING AND RELATED HEALTHCARE OCCUPATIONS		
Phase	Benchmark	Timeframe
ANALYSIS	<ul style="list-style-type: none"> An initial needs assessment will be conducted using the employer experts on the Healthcare Collaborative. Identification of the skill deficiencies most important to the employers and the goals of the training. 	Year 1 Quarter 1
	<ul style="list-style-type: none"> Identification of learning objectives and measurable outcomes. Creation of curriculum that responds to the needs of employers and that will be converted into 25 – two hour lessons – or 50 hours of online learning. 	Year 1 Quarters 2 & 3
	<ul style="list-style-type: none"> Report back to the Healthcare Collaborative for feedback and input prior to the design of the virtual hospital. 	Year 1 Quarter 4
DESIGN	<ul style="list-style-type: none"> Based on the feedback from the Healthcare Collaborative, design a learning solution using a virtual environment. 	Year 2 Quarters 1 & 2
	<ul style="list-style-type: none"> Implementation of learning objectives and measurable outcomes into the virtual environment. 	Year 2 Quarters 1 & 2
	<ul style="list-style-type: none"> Determination of the most appropriate interaction strategies which should be creative, innovative and encourage learners to explore further. 	Year 2 Quarters 1 & 2
	<ul style="list-style-type: none"> Design assessment strategies that assess the knowledge gained through the lessons to ensure achievement of the identified learning objectives. 	Year 2 Quarters 1 & 2
	<ul style="list-style-type: none"> Creation of delivery/media strategies based on learning objectives. 	Year 2 Quarters 1 & 2
DEVELOPMENT	<ul style="list-style-type: none"> Actual production of the web design specifications. 	Year 2 Quarters 3 & 4
	<ul style="list-style-type: none"> Instructional designers will work with writers, web designers, programmers and other media experts to develop the virtual hospital. 	Year 2 Quarters 3 & 4
IMPLEMENTATION	<ul style="list-style-type: none"> Test the virtual hospital using representatives from the Healthcare Collaborative or their employees who could benefit from the instruction. 	Year 2 Quarter 4
	<ul style="list-style-type: none"> Creation and dissemination of a feedback mechanism. 	Year 2

		Quarter 4
	▪ Collection and analysis of feedback.	Year 2 Quarter 4
	▪ Make modifications based on feedback.	Year 2 Quarter 4
	▪ Install and maintain the course.	Year 2 Quarter 4
	▪ Outreach and recruit potential participants.	Year 2 Quarter 4
	▪ Enroll 20 participants as part of this pilot project.	Year 3 Quarter 1
EVALUATION	▪ Obtain feedback from the 20 participants and use it to modify the course as appropriate.	Year 3 Quarter 3

D. Outcomes

- Providing relevant TBL that responds to the workforce needs of employers in the health care.
- Occupational certificates and possible Continuing Education Credit. Expansion of TBL by implementation of the "Virtual Hospital" which will result in 20 enrollees in the "Virtual Hospital" pilot program for an increased amount of workforce training available online and/or enhanced with TBL. Since healthcare is a high-growth industry, the net result is an increased number of people trained in high-growth jobs through the use of this "Virtual Hospital" TBL method.
- 11 participants referred from OCWIB Youth Providers, served in other TBL – Healthcare (ITA).
- 60 enrollees to be trained in One-Stop Computer and Internet Literacy Program.

Learning Outcomes:

- Presented with real-life scenarios, students will be able to communicate more effectively and appropriately in English with patients, co-workers, supervisors, and other health care professionals at least 80% of the time.
- To expose students to real life nursing situations that will enable them to develop their nursing and English communications skills.

- To acculturate health care workers into identifying the types of cultural behaviors in hospital settings in the U.S.
- To recognize appropriate ways of communicating with patients, co-workers, supervisors, and other health care professionals.
- To effectively comprehend and carry out orders from a physician.
- Participation shall improve retention rates of RNs and others in related fields, which may have completed their education outside the US and/or have limited English proficiency.

E. Reporting

The Contractor agrees to cooperatively coordinate their efforts with the training partner in reporting on the status of the TBL program participants that include at a minimum, student training progression and outcome results, in a format prescribed by the WIB.

F. Service and System Operating Costs

The Contractor will establish and maintain a budget consistent with the requirements and policies of the OCWIA and appropriate funding stream governance entities.

G. Internal Monitoring

The Contractor is responsible for on-going internal monitoring of the TBL program participants funded under this Agreement to ensure compliance with legislation, regulations, bulletins and directives. Internal monitoring procedures must be written documentation. Subsequently, all results of internal monitoring processes must in written format and made available upon request to OCWIB staff. Internal monitoring at a minimum will include:

- Review of all files to determine that eligibility criteria have been met;
- Verification of student's attendance, performance, and credential information.

Contractor agrees to address any problems or issues that surface during an internal monitoring quickly and appropriately.

H. Day-to-day Operations

Contractor will be responsible to train new staff in all program rules, regulations, policies and procedures including but not limited to eligibility, MIS, orientations, repaid response and completion of required forms and reports.

I. Accessing and Sharing Data

Contractor understands WIA emphasizes technology as a critical tool in making possible all aspects of information exchange including: reporting, MIS, data collection, referral services, common case management, client service tracking, and a seamless service provision, and will make every effort to continuously integrate and improve technology into the One-Stop System.

J. System Security and Confidentiality

Contractor agrees to the following:

- That all applications and individual records retained by Contractor in relation 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;
- That the sharing of individual and client information necessary for provision of services under this Agreement; i.e.: assessment; universal intake; program for training or referral; job development; placement or follow-up activities; and other services as needed for employment or program support services, constitutes a valid use of such information;
- That files are kept in a secure location on site and shall not be removed for any reason without notifying the OCWIB Contract Administrator of its removal.
- That no person or employee shall otherwise publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to One-Stop System applicants, participants, or customers overall;

- To abide by the current confidentiality provisions of respective statutes and share information necessary for the administration of programs operated through the One-Stop System.

K. Grievance Procedures

In the event individuals accessing the program file a grievance, the process for filing grievances shall be determined by the services the individual received and the matter about which the grievance is filed. Contractor agrees to process and resolve grievances regarding their own programs. Individuals' who seek to file a grievance or file a grievance against the Contractor. Or a grievance with respect to services funded under this Agreement, shall be subject to the WIA grievance procedures of the funding source.

L. Continuous Quality Improvement

The Orange County One-Stop Systems 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 internally by the Contractor through a constant review of policies and procedures, through an increased sensitivity to the needs of customers, through an improvement in the level of knowledge of Contractor services, through the identification and fulfillment of training needs, through the cooperative development and implementation of the Orange County One-Stop System.

M. Data Collection

Contractor agrees that data, necessary to meet service and reporting requirements implied by the terms and conditions of this Agreement, shall be collected in accordance with federal, state and OCWIA policy mandates.

4. Deliverables

Limited funding and limited fund life requires that expenditures and customer information be reported in a timely and accurate manner, so that inefficiencies can be identified, and unanticipated

1 fund balances can be determined and reallocated to the best possible use. Contractor shall submit
2 monthly reports of expenditure data. Performance data, including expenditures, will be reviewed
3 monthly and beginning with second quarter data, will be used for making comparisons, assessing
4 performance and reallocating funds.

5 Deliverables are defined as:

- 6 1. Monthly Invoices – due to OCCS/Accounting by the 20th day following the
7 month being reported.
 - 8 2. Progress Reports – due to OCWIB by the 15th day following the quarter being
9 reported.
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Technology Based Learning Initiative PERFORMANCE MATRIX

Provider: Coast Community College District

CUMULATIVE TOTALS

NUMBER PARTICIPANTS ENROLLED	07/01/2009 - 09/30/2009	10/01/2009 - 12/31/2009	01/01/2010 - 03/31/2010	04/01/2010 - 06/30/2010	07/01/2010 - 09/30/2010	10/01/2010 - 12/31/2010	01/01/2011 - 03/31/2011	04/01/2011 - 06/30/2011	07/01/2011 - 09/30/2011	10/01/2011 - 12/31/2011	TOTAL SERVED
VIRTUAL HOSPITAL	N/A	N/A	N/A	N/A	N/A	N/A	10	20	20	20	20
COMPUTER LITERACY	4	8	16	20	26	33	40	50	60	60	60
TOTALS	4	8	16	20	26	33	60	70	80	80	80

OUTCOMES

- Providing relevant TBL that responds to the workforce needs of employers in the health care
- Occupational certificates and possible Continuing Education Credit. Expansion of TBL by implementation of the "Virtual Hospital" which will result in 20 enrollees in the "Virtual Hospital" pilot program for an increased amount of workforce training available online and/or enhanced with TBL. Since healthcare is a high-growth industry, the net result is an increased number of people trained in high-growth jobs through the use of this "Virtual Hospital" TBL method.
- An additional 11 enrollees into healthcare related TBL programs with One-Stop computer literacy training intervention.
- The Social Services Agency will refer individuals living in their Transitional Housing Program-Plus (THP-Plus) to a WIA Youth provider for job development and TBL training in the healthcare industry. They will provide referrals of other emancipated foster youth interested in TBL Training in the healthcare industry.

WIA Budget

Coast Community College District
July 1, 2009 through December 31, 2011

	Technology Based Learning Initiative	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries		\$ 299,385.00		
	Benefits		\$ 33,412.00		
	Monthly Rent				
	Lease Termination Cost				
	Staff Training				
	Printing				
	Publications/Marketing Material				
	Meetings / Conferences				
	Telephone				
	Equipment (under \$5,000)				
	Equipment Lease				
	Insurance				
	Professional Memberships				
	Subscriptions				
	Postage				
	Office Supplies				
	Consultant/Subcontract (under \$10,000)				
	Consultant/Subcontract (over \$10,000)				
	Travel / Mileage		\$ 1,795.00		
	Other:				
	Operations Related Activities Subtotal	\$ -	\$ 334,592.00	\$ -	\$ 334,592.00
	Direct Client Related Activities:				
	Participant Wages and Benefits				
	Employer Reimbursement/OJT				
	Participant Training Cost			\$ 29,200.00	
	Participant Supportive Services				
	Other:				
	Other - Subtotal	\$ -	\$ -	\$ -	\$ -
	Direct Client Related Activities Subtotal	\$ -	\$ -	\$ 29,200.00	\$ 29,200.00
	Program Subtotal	\$ -	\$ 334,592.00	\$ 29,200.00	\$ 363,792.00
ADMINISTRATION	Administration:				
	Salaries				
	Benefits				
	Other: Indirect				
	Other:				
	Other Subtotal	\$ -	\$ -	\$ -	\$ -
	Administration Subtotal	\$ -	\$ -	\$ -	\$ -
	Grand Total	\$ -	\$ 334,592.00	\$ 29,200.00	\$ 363,792.00

State of California
Drug Free Workplace Certification
FD 21 (NEW 11-90)

EXHIBIT E

16-TBL-09

Coast Community College District

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 President, Board of Trustees

FEDERAL ID NUMBER 95-6002272

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

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.

President, Board of Trustees

Name and Title of Authorized Representative

Signature

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

Coast Community College District

Grantee/Contractor Organization

Program/Title

President, Board of Trustees

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.

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-TBL-09

Page 2 of 3

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____; if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Subawardee. Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department / Agency:			7. Federal Program Name/Description: CFDA Number, if known: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)			10b. Individual Performing Services (including address if different from No. 10a.) (last name, first name, MI):		
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____			13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____		
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____					
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:					
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352 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: _____ Title: <u>President, Board of Trustees</u> Telephone No. _____ Date: _____		

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEETApproved 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 O-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."

<hr/>		
	President, Board of Trustees	
Authorized Signature	Name	Title

EDD Independent Contractor Reporting Requirements

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.

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 _____

COAST COMMUNITY COLLEGE DISTRICT

AMENDMENT NO. 2 TO SUBLEASE AGREEMENT

The Sublease Agreement between COAST COMMUNITY COLLEGE DISTRICT (CCCD) and CITY OF LA HABRA (CITY), dated September 1, 2006, is hereby amended as follows:

Amended Provision(s) of Original Agreement:

Recitals - Section B: For the period June 1, 2009 through September 30, 2009, City is increasing its subleased space to include an additional 533.04 square feet of exclusive office space and an additional 256.62 square feet of non-exclusive office space, for a temporary increase of total office space of 797.66 square feet.

Section 5 – Rent: City agrees to pay temporary increased rent for the period June 1, 2009 through September 30, 2009. The temporary increased rent will be total sum of \$2,545.61 monthly.

Section 5 – Rent Submission: CITY shall make rent payments to:
Coast Community College District
Attn: Kahn Raddavong
1370 Adams Avenue
Costa Mesa, CA 92626

All other terms of the original sublease agreement and 1st Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, DISTRICT and CITY have executed this AMENDMENT as of the date of execution by the District below.

DISTRICT

CITY

President, Board of Trustees
Coast Community College District

Dated: _____

[Name]_____

[Title]_____

Dated: _____



Approval Page
Final Project Proposal
Budget Year 2011-2012

District: Coast Community College District
Project Location: Orange Coast College
Project Name: Chemistry Building Renovation/Expansion

The district proposes funds for inclusion in the State capital outlay budget (check items):

Site Acquisition ☐ Preliminary Plans ☒ Working Drawings ☒ Construction ☒ Equipment ☒

Contact Person: Name: Ardith Richey Telephone: (714) 438-4673

E-Mail Address: arichey@mail.cccd.edu Fax: (714) 438-4893

District Certification

Approved for submission: _____ Date: _____
(Chancellor/President/Superintendent Signature)

District Board of Trustees Certification

The Governing Board of the District approves of this application to the Board of Governors of the California Community Colleges and, if funded, guarantees to abide by the Project Terms and Conditions.

(President of the Governing Board Signature and Date)

(Secretary of the Governing Board Signature and Date)

(Attach a copy of the Board Resolution which substantiates approval of the application and guarantees to abide by the Project Terms and Conditions)

Submit proposal to:

Facilities Planning Department
Chancellor's Office
California Community Colleges
1102 Q Street, 4th Floor
Sacramento, CA 95814

Chancellor's Office Certification

Reviewed by:	
Date Completed:	

PROJECT TERMS AND CONDITIONS

District: Coast Community College District

College: Orange Coast College

Project: Chemistry Building Renovation/Expansion

Budget Year: 2011/2012

1. The applicant hereby requests State funds in the amount prescribed by law for the project named herein. All parts and exhibits contained in or referred to in this application are submitted with and made part of this application.
2. The applicant hereby certifies to the Board of Governors of the California Community Colleges that:
 - a. Pursuant to the provisions of Section 57001.5 of Title 5 of the *California Code of Regulations* no part of this application includes a request for funding the planning or construction of dormitories, stadia, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in Section 57001.5.
 - b. Any State funds received pursuant to this application shall be used solely for defraying the development costs of the proposed project.

If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials.
 - c. Pursuant to the provisions of Section 81837 of the *Education Code*, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction.
 - d. No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services, Division of the State Architect.
 - e. Pursuant to the provisions of Section 57001 of Title 5 of the *California Code of Regulations*, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time, during the project, at the completion of the project, or both.
 - f. Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with the provisions of Section 81130 of the *Education Code* and that it conforms with the approved plans and specifications.
 - g. Pursuant to the provisions of State law, no State-funded construction contract shall be awarded prior to approval of the project by the State Public Works Board and release of funds by the State Department of Finance.
3. It is understood by the applicant that:
 - a. No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented and approved by the State Public Works Board.

Project Terms and Conditions (Continued)

- b. The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application.
 - c. Any fraudulent statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this agreement or payment of any funds awarded on the project presented in this application.
- 4. It is further understood that:
 - a. The appropriation which may be made for the project presented in this application does not make an absolute grant of that amount to the applicant.
 - b. The appropriation is made only to fund the project presented in this application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation.
 - c. A change in the scope of the project or assignable areas shall only be granted with the approval of legislature or its designated agent.

Clerk, Governing Board

COAST COMMUNITY COLLEGE DISTRICT
2011 - 2015 FIVE YEAR (CAPITAL) CONSTRUCTION PLAN
EXECUTIVE SUMMARY

Project By College	Classification	Projected Occupancy	Project Scope in ASF	Net Change in ASF	Projected Cost	Projected Funding Sources		
						State Supported	Coast CCD Supported	Other Supported
Newport Beach Learning Center	Growth	2011/2012	46,406	46,406	\$40,000,000	\$0	\$40,000,000	\$0
Central Plant/Campuswide Infrastructure	Health/Safety	2009/2010	NA	NA	\$33,000,000	\$0	\$33,000,000	\$0
Campus Security/Weekend Operations	Campus Comp	2009/2010	2,200	2,200	\$1,500,000	\$0	\$0	\$1,500,000
Library/LRC	Growth	2010/2011	37,900	6,728	\$24,000,000	\$0	\$24,000,000	\$0
Boys/Girls Club Recreation Facility	Campus Comp	2010/2011	14,000	14,000	\$5,810,000	\$0	\$0	\$5,810,000
Science/Math Bldg (PPP Approved 2008)	Growth	2013/2014	74,236	30,316	\$71,079,131	\$50,269,931	\$20,809,200	\$0
Criminal Justice Training Ctr (PPP Submitted 2009)	Growth	2015/2016	25,974	15,549	\$16,185,821	\$10,520,784	\$5,665,037	\$0
Language Arts Complex (PPP Submitted 2009)	Growth	2015/2016	37,930	10,537	\$23,928,000	\$19,143,000	\$4,785,000	\$0
Sailing Center	Comp Campus Concept	2008/2009	8,765	0	\$3,700,000	\$0	\$3,700,000	\$0
Student Center Expansion	Modernization	2008/2009	4,300	4,300	\$2,500,000	\$0	\$2,500,000	\$0
Consumer & Sci Lab (PPP Appr 2005)	Growth	2009/2010	50,400	12,908	\$37,387,000	\$16,749,000	\$20,638,000	\$0
Afterschool Children's Center	Comp Campus Concept	2009/2010	2,000	2,000	\$1,000,000	\$0	\$1,000,000	\$0
Music Modernization (PPP Approved 2006)	Modernization	2011/2012	11,886	53	\$7,720,000	\$3,690,000	\$4,030,000	\$0
Lang Arts & Social Sci (PPP Approved 2007)	Growth	2011/2012	69,701	33,873	\$50,651,000	\$38,371,000	\$12,280,000	\$0
Chem Bldg Remod/Expan (PPP Submitted 2009)	Modernization	2014/2015	29,775	8,786	\$19,667,000	\$14,750,000	\$4,917,000	\$0
Business Computer Science Bldg (PPP Submitted 2009)	Growth	2015/2016	49,706	15,068	\$34,482,000	\$24,138,000	\$10,344,000	\$0
Maritime Academy (PPP Submitted 2009)	Growth	2015/2016	5,847	5,847	\$6,560,000	\$6,232,000	\$328,000	\$0
					\$379,169,952	\$183,863,715	\$187,996,237	\$7,310,000



**WIA COST REIMBURSEMENT AGREEMENT
COUNTY OF ORANGE**

FUNDING SOURCE: 100% FEDERAL AGREEMENT #: 16-N-10

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

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- 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

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

WHEREAS, the County of Orange, (hereinafter "COUNTY" acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY, by Minute Order dated, _____ a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in the amount not to exceed Three Million, Three Hundred Sixty One Thousand, Five Hundred and Fifty Nine dollars (\$3,361,559) to engage CONTRACTOR to carry out certain program services; and

WHEREAS, COUNTY's OC Community Resources, Director or Designee (hereinafter referred to as "DIRECTOR"), shall administer this Agreement as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law or applicable regulations; and

WHEREAS, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

PURPOSE

1. The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupational skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement & development activities, job matching, and other services. All services are intended to improve the quality of the 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.

TERM

2. The term of this Agreement shall commence on July 1, 2009 and terminate on June 30, 2010 subject to the provisions of Sections 9, 43 and 45 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and DIRECTOR or Designee may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation as stated in Subparagraph 17 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained in paragraph 45 herein.

STATEMENT OF WORK

3. This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Statement of Work will be controlling.

TERMINATION

4. (a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.

(b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.

SERVICES

5. CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B" and "C", which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B" and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B" or "C" may, in addition to those remedies set forth in Section 43 of this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under Section 7 (c) of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

6. The parties hereto agree that those program components, service levels, and line-item budget information detailed in Exhibits "A", "B", "C" and "D" may be modified upon mutual written agreement of the DIRECTOR or Designee and CONTRACTOR so long as the total payments under this Agreement are not increased and the basic goals and objectives of the program are not altered. Should the State of California modify any program component and/or service level detailed in Exhibits "A", "B", "C" and/or "D," then the COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

BUDGET SCHEDULE

7. CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D", and which by this reference is incorporated herein and made a part hereof as if fully set forth.

MODIFICATION OF BUDGET SCHEDULE

8. The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits, Benefits Rate and Number of Full-Time Equivalents (FTE), Staff Travel, Operating Expenses Furniture and Equipment, Consumable Testing and Instructional Materials, Tuition Payments/Vouchers, On-the Job Training, Participant Wages and Fringe Benefits, Support Services, Job Retention Services, Contractual Services, Indirect and Other. Upon written approval of DIRECTOR or Designee, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to

any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of DIRECTOR or Designee. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by DIRECTOR or Designee includes approval of the new Budget Category.

PAYMENTS BY COUNTY

9. CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before June 30, 2010, and that any and all funds remaining as of June 30, 2010, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2010. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2010.

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning August 1, 2009, upon receipt and approval by OC Community Services-Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed Three Million, Three Hundred Sixty One Thousand, Five Hundred and Fifty Nine dollars (\$3,361,559).

(b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.

(c) Invoices. CONTRACTOR shall provide to OC Community Services-Community Investment Division monthly invoices by the 20th day following the month being reported. CONTRACTOR's invoices shall show the most up to date costs chargeable to the program(s) referenced in this Agreement. If CONTRACTOR's expenditures for any program referenced in this Agreement fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Agreement,

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.

CONTINGENCY OF FUNDS

10. CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, DIRECTOR or Designee may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of DIRECTOR or Designee shall be binding on CONTRACTOR. DIRECTOR or Designee shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with DIRECTOR's or Designee's decision.

COMPLIANCE WITH LAW

11. In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

(2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR's operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify DIRECTOR or Designee in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

INSTRUCTORS

12. CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this Agreement, CONTRACTOR shall submit to DIRECTOR or Designee a list of the names 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.

PERFORMANCE STANDARDS

13. CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

PLANS AND PROCEDURES

14. CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from DIRECTOR or Designee. Said Policies and Procedures may be modified by DIRECTOR or Designee upon ten (10) days written notice to CONTRACTOR.

SATISFACTORY WORK

15. Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR or Designee. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies

in performance will be corrected as they occur and are detected.

REPORTS

16. CONTRACTOR shall maintain records and submit such reports, data and information at such times as DIRECTOR or Designee may require, and in the form DIRECTOR or Designee may require, regarding the performance of CONTRACTOR's services, activities, costs or other data relating to this Agreement as may be requested by DIRECTOR or Designee, upon a form approved by DIRECTOR or Designee. DIRECTOR or Designee may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

NO SUPPLANTATION

17. 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 not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of DIRECTOR or Designee.

INDEPENDENT CONTRACTOR

18. CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

EMPLOYEE ELIGIBILITY VERIFICATION

19. The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against 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.

ASSIGNMENT

20. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this contract.

SUBCONTRACTS

21. CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of DIRECTOR or Designee. If DIRECTOR or Designee consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. DIRECTOR or Designee may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to DIRECTOR or Designee within thirty (30) days of execution. CONTRACTOR shall

include in each subcontract any provision DIRECTOR or Designee may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as Exhibit D of this Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

FISCAL ACCOUNTABILITY

22. (a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to subgrant and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
- (4) Source documentation to support accounting records; and
- (5) Proper charging of costs and cost allocation.

(b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

- (1) the Act;
- (2) 20 C.F.R. Part 667; and

(3) State implementing legislation.

PROGRAM INCOME

23. COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

It is mutually understood that the State or Federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

(a) Submit a plan to the DIRECTOR or Designee for use of any and all proposed Program Income;

(b) Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; and

(c) Report to DIRECTOR or Designee any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on internal financial records; and indicate the amount received on the monthly claim submitted to DIRECTOR or Designee.

DIRECTOR or Designee shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as DIRECTOR or Designee obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

DIRECTOR or Designee may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

PELL GRANTS/HEA TITLE IV

24. If CONTRACTOR provides any services under this Agreement to applicants for or recipients of

Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with DIRECTOR or Designee in coordinating these grants and awards with WIA funding in accordance with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform DIRECTOR or Designee in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this Agreement.

ANNUAL AUDIT

25. CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

ACCESS AND RECORDS

26. (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 records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by DIRECTOR or Designee which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above-referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable

expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's office or place of business for the duration of this Agreement and thereafter for four (4) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

(c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

FRAUD

27. CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement.

MODIFICATIONS/CHANGE ORDERS

28. (a) DIRECTOR may at any time, by written order to CONTRACTOR, make changes within the general scope of this Agreement, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a program or budget modification request in response to change orders which significantly alter CONTRACTOR's Statement of Work. Without further Board action, DIRECTOR or Designee may execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when

originally executed. Modifications in excess of 10% of the original Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

CONTRACTOR and DIRECTOR shall make a good faith effort to reach an agreement with respect to change orders, which affect the price of services under the Agreement. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to Section 44 of this Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be increased except by written modification of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Agreement.

(b) CONTRACTOR may request changes in the scope of performance or services under this Agreement, by submitting a written request to DIRECTOR describing the request and its impact on CONTRACTOR's Proposal, Statement of Work and Budget Schedule. DIRECTOR or Designee will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. DIRECTOR's or Designee's decision whether to approve the request or request Board of Supervisors' approval shall be final. DIRECTOR or Designee may approve a request that meets all of the following criteria:

- (i) The request does not increase or decrease the total amount of the funds allocated for the individual programs affected by 10% from the amount specified in Exhibit "D" of this Agreement, when it was originally executed;
- (ii) It does not materially change other terms of this Agreement, and
- (iii) It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

PARTICIPANTS

29. (a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

(b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

(c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the DIRECTOR or Designee. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the DIRECTOR or Designee alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(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 Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

(2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in

Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(5) CONTRACTOR will give written notice of its obligations under this Section of the 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 accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

CONFIDENTIALITY

30. (a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.

(b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

(c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

EQUIPMENT

31. All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by DIRECTOR or Designee. The use of such items of Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of DIRECTOR or Designee.

CONTRACTOR further agrees to the following:

(a) To maintain all items of Equipment in good working order and condition, except for normal wear and tear.

(b) To label all items of Equipment, do periodic inventories as required by DIRECTOR or Designee and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by DIRECTOR or Designee. All such lists shall be submitted to DIRECTOR or Designee within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.

(c) To report in writing to DIRECTOR or Designee immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to DIRECTOR or Designee.

(d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the parties' interests as they appear.

(e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of DIRECTOR or Designee, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from DIRECTOR or Designee.

(f) The purchase of computer-related and electronic equipment under \$5,000, including, but not limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved by DIRECTOR or Designee.

MUTUAL INDEMNIFICATION

32. (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

33. (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 responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

(c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.

(d) The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, CEO/Office of Risk Management retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings.

(e) The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size 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."

(f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum 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

(g) All liability insurance required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

(h) The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

(i) All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.

1 (j) All insurance policies required by this Agreement shall give the County of Orange 30 days
2 notice in the event of cancellation. This shall be evidenced by an endorsement separate from the
3 Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits
4 the pre-printed ACORD certificate:

5 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
6 EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN
7 NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

8 (k) All insurance policies required by this Agreement shall waive all rights of subrogation against
9 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,
10 officers, agents and employees when acting within the scope of their employment or appointment.

11 (l) The Commercial General Liability policy shall contain a severability of interests clause.

12 (m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which
13 requires every employer to be insured against liability for Workers' Compensation or be self-insured in
14 accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall
15 furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement,
16 statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of
\$1,000,000 per occurrence.

17 (n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
18 days of notification by CEO/Risk Management or by DIRECTOR or Designee, award may be made to the
19 next qualified proponent.

20 (o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
21 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
22 decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect
23 COUNTY.

24 (p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
25 CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with
26 DIRECTOR or Designee incorporating such changes within thirty (30) days of receipt of such notice, this

Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

(q) The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

34. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement including those covered by copyright. The COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such 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

35. (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

1 in all intellectual property, from the moment of creation, whether or not jointly conceived, that are
2 made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which
3 result directly or indirectly from this Agreement.

4 (2) For the purposes of this Agreement, Intellectual Property means recognized protectable
5 rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks,
6 applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color
7 combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights,
8 works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies,
9 devices, business processes, developments, innovations, good will, any data or information
10 maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal
11 rights protecting intangible proprietary information as may exist now and/or hereafter come into
12 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.

13 (i) For the purposes of the definition of Intellectual Property, "works" means all literary works,
14 writings and printed matter including the medium by which they are recorded or reproduced,
15 photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion
16 pictures, digital images, animation cells, and other audiovisual works including positives and negatives
17 thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any
18 other materials or products created, produced, conceptualized and fixed in a tangible medium of
19 expression. It includes preliminary and final products and any materials and information developed for
20 the purposes of producing those final products. "Works" does not include articles submitted to peer
21 review or reference journals or independent research projects.

22 (3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of
23 its Intellectual Property in existence prior to the effective date of this Agreement. In addition,
24 under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual
25 Property in existence prior to the effective date of this Agreement. Except as otherwise set forth
26 herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter
existing for any purposes without the prior written permission of COUNTY. Except as otherwise set

1 forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to
2 its Intellectual Property to the other Party. If, during the term of this Agreement, CONTRACTOR
3 accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to
4 abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license
5 agreement.

6 (4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining
7 COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against
8 third parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements
9 or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the
10 terms of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34)
11 (a) through thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning
12 and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made,
13 conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and
14 which result directly or indirectly from this Agreement or any subcontract.

15 (5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this
16 Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of
17 paragraph thirty three a) through thirty-four i) of the Intellectual Property Provisions in all agreements
18 and subcontracts it enters into with other parties does not apply to agreements or subcontracts that
19 are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

20 (6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable
21 respects, and execute all documents and, subject to reasonable availability, give testimony and take
22 all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's
23 Intellectual Property rights and interests.

24 (c) Retained Rights/License Rights.

25 (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by
26 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement,
CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property
is in existence prior to the effective date of this Agreement.

CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or 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) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result

1 directly or indirectly from this Agreement may not be reproduced or disseminated without prior written
2 permission from COUNTY.

3 (e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of
4 this Agreement, which did not result from research and development specifically included in the
5 Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under
6 paragraph thirty three (c) for devices or material incorporating, or made through the use of such
7 inventions. If such inventions result from research and development work specifically included within
8 the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional
9 compensation, all its right, title and interest in and to such inventions and to assist COUNTY in
10 securing United States and foreign patents with respect thereto.

11 (f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its
12 performance of this Agreement shall not be dependent upon or include any Intellectual Property of
13 CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii)
14 granting to or obtaining for COUNTY's, without additional compensation, a license, as described in
15 paragraph thirty-four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence
16 prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and
17 COUNTY determines that the Intellectual Property should be included in or is required for
18 CONTRACTOR's performance of this Agreement, CONTRACTOR shall obtain a license under terms
19 acceptable to COUNTY.

20 (g) Warranties.

21 (1) CONTRACTOR represents and warrants that:

22 (i) CONTRACTOR has secured and will secure all rights and licenses necessary for
23 its performance of this Agreement.

24 (ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by
25 either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale,
26 offer to sell, import, export, modification, public and private display/performance, distribution, and
disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by
CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement will infringe

upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.

(iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(iv) CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

(v) CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.

(vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) Intellectual Property Indemnity.

(1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited

to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity 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 the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

(2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a)

through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

CORPORATE STATUS

36. All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to DIRECTOR or Designee.

STANDARDS OF CONDUCT

37. (a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Employment of Former State Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or the County of Orange, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

(c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

(d) Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

(e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB 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.

SWEATFREE CODE OF CONDUCT

38. All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

DRUG FREE WORKPLACE

39. CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.

DEBARMENT

40. CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

SECTARIAN ACTIVITIES

41. CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based organizations in administering its federally-funded activities.

LITERATURE

42. Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the County of Orange and the Orange County Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

LOBBYING

43. (a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to DIRECTOR or Designee the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf,

engaged or engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.

(b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

BREACH - SANCTIONS

44. If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or 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 same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 44 herein. DIRECTOR or Designee shall give CONTRACTOR written notice of any action pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

DISPUTES

45. Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by DIRECTOR. In such a case, DIRECTOR shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of DIRECTOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, DIRECTOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of DIRECTOR.

TOTAL AGREEMENT

46. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are

1 stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions
2 included in this Agreement.

3 **CHILD SUPPORT ENFORCEMENT**

4 47. In order to comply with child support enforcement requirements of the County of Orange,
5 CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only
6 providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of
7 award of contract.

8 Failure of CONTRACTOR to timely submit the data and/or certifications required above or to
9 comply with all federal and state reporting requirements for child support enforcement or to comply with all
10 lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a
11 material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from
12 COUNTY shall constitute grounds for termination of this Agreement.

13 **EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

14 48. CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting
15 Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

16 **NOTICES**

17 49. All notices, reports and correspondence between the parties hereto respecting this
18 Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as
19 follows:

20 COUNTY: OC Community Resources
21 OC Community Services / Community Investment Division
22 1300 S. Grand Ave. Bldg. B, 3rd Fl.
23 Santa Ana, CA 92705

24 and

25 CONTRACTOR: Coast Community College District
26 1307 Adams Avenue

Costa Mesa, CA 92626

GOVERNING LAW AND VENUE

50. This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

WAIVER

51. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

PUBLICITY

52. Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

CALENDAR DAYS

53. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, 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: Board President

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

Contractor:

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, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

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
Orange County One-Stop Center
Northern Region**

I. COORDINATION

A. General Service Delivery:

1. To comply with the requirements of this Agreement, Contractor shall effectively and efficiently deliver assigned workforce development services to job seekers. In order to accomplish this, Contractor shall maintain and continue to improve the current system of service delivery by clearly demonstrating positive outcomes and meeting or exceeding the performance requirements of this Agreement.

Contractor shall provide a comprehensive menu of programs and services as required by the Workforce Investment Act of 1998 (WIA) and the American Recovery and Reinvestment Act of 2009 (ARRA).

WIA and ARRA are not entitlement programs, and selection for a customer's participation in these programs is a decision based upon an assessment of the client's needs, interests, abilities, motivation, their prospects for successfully completing the program, available funding levels and priority of service policy. Registration involves certifying and documenting the eligibility and priority of service of the individuals to be served, in accordance with local policies and procedures.

Contractor shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. Contractor shall serve all areas of the region and shall have the capacity to outreach and recruit for the entire region.

2. Contractor shall ensure geographic coverage through its own facilities, through facilities of partners, and through staff deployments for special services at off-site locations. Services in the Northern Region are offered through the One-Stop Center at 5405 Garden Grove Boulevard in Westminster. The Northern region encompasses the following cities and unincorporated areas: Brea, Buena Park, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, La Habra, La Palma, Los Alamitos, Placentia, Rossmore, Seal Beach, Stanton, Sunset Beach, Surfside, Westminster, Yorba Linda, El Modena, Anaheim-Independencia and Midway City.
3. Contractor shall serve as the Operator of the Comprehensive One-Stop Center as outlined within this Exhibit. Contractor shall:
 - a. Align policies, activities, and funding for workforce development, economic development, and education.
 - b. Implement a workforce system structure and governance that reflects the various sectors of the economy.

- c. Respond to regionally-based labor market and economic information that identifies the short and long-term workforce needs of targeted industries.
 - d. Assist the OCWIB in locating non-WIA sources of funding to supplement One-Stop operations including responding to grant solicitations as well as an alternative partner contributor every quarter.
 - e. Develop partnerships with government, business, labor, education, and training providers whose resources are leveraging federal, state, local and private workforce system investments targeting identified industry clusters and high growth jobs. Contractor shall develop new viable partnerships reported in each monthly activity report.
4. All deadlines within the SOW shall be contingent upon cooperation and timely response/review by both the Contractor and County (OCWIB Administration Office). If disagreements arise on deadlines from either party, they must be renegotiated.

B. One-Stop Center Service Delivery

1. **Target Population:** Contractor shall provide the services described to the following customers, as appropriate, and within the funding/eligibility guidelines:
- a. The general public seeking workforce services;
 - b. Individuals who meet the requirements for WIA eligibility, including the priority of services categories, identified in OCWIB Policy No. 06-OCWDA-02; Other individuals in need of specialized services, such as: Veterans, spouses of veterans, and individuals with multiple barriers, limited-English proficient, older worker population and people with disabilities;
 - c. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, Contractor shall strategize how to best deliver services to those eligible within that population group;
 - d. Target population served by special projects that include but are not limited to High Growth Initiative, Disability Program Navigator, Senior Employment programs, Welfare to Work programs, National Emergency Grants , Veterans, Offenders, Mortgage and other industry cluster occupation programs and
 - e. Former WIA enrollees in need of continued services.
2. Contractor shall deploy staff to appropriate locations to reach targeted populations—as mutually agreed upon with OCWIB Administration Office.
3. Contractor shall host tours of the One-Stop Center to interested agencies and organizations and provide a script to the OCWIB staff that will follow and provide consistent information to the extent possible on all tours. The tour script will be due to the OCWIB on July 31, 2009, and 10 days prior to any future changes. Contractor shall conduct educational outreach which may include strategies such as visiting classrooms at local colleges to make

presentations on One-Stop services and to provide information on the Orange County labor market.

4. Contractor shall develop **Operating Agreements (OAs)** with all mandated One-Stop partners, and additional partners who may bring value-added services to the local area.

Mandated WIA partners include:

- a. Wagner-Peyser Act
- b. Unemployment Compensation
- c. Veterans Workforce Programs
- d. Trade Adjustment Assistance
- e. Adult Education and Literacy
- f. Programs under The Rehabilitation Act
- g. Department of Housing and Urban Development
- h. Migrant and Seasonal Farm Worker and Training Providers
- i. Native American Programs
- j. Welfare-to-Work Programs
- k. Title V of the Older Americans Act of 1965
- l. Community Development Block Grant Programs
- m. Title I Youth Programs
- n. Small Business Development Centers

Operating Agreements for mandated partner programs that are delivered through the One-Stop Center shall be coordinated through the OCWIB as Memoranda of Understanding (MOU), as outlined in the Federal Register (20 CFR 662 Sub-Part C).

Contractor shall convene a quarterly meeting with all partner agencies to discuss Comprehensive One-Stop Center operations and responsibilities.

A copy of each Operating Agreement shall be sent to the OCWIB office. Operating Agreements shall be updated at the time of change in service provisions. Contractor shall submit any changes to an Operating Agreement to the OCWIB office within 30 days of the date the change in service occurred.

Certain language shall be included in the Operating Agreement. These items shall include, but not be limited to:

- a. A participation plan for all staff at the Comprehensive One-Stop Center, including the percentage of time each partner will contribute to the operation of universal access services;
- b. The development of a monthly schedule that includes hours of operation for all partners operating within the Center;
- c. A procedure for referrals among the various partners.

- d. A joint marketing effort to be conducted by the various partners will be reported in Monthly Activity Report or through other methods of communication—such as formatted email notices.
 - e. A procedure for entering job orders/résumés into CalJOBS and other systems in use at the Center;
 - f. A plan for co-enrollment;
 - g. A plan for achieving core service placements;
 - h. A plan to provide linkages to youth services;
 - i. The continued development of projects for on-the-job training and work experience offerings;
5. Contractor shall be responsible for negotiating **Cost Sharing Agreements** with all partners located at the Comprehensive One-Stop Center.

The Cost Sharing Agreements shall apply to all expenses benefiting the One-Stop System and its partners that cannot be directly applied to each partner separately. Expenses may include, but not be limited to; rent/space, staff (common receptionist), facility costs and equipment or supplies. Contractor shall ensure that the shared costs are supported by accurate and current data, the shared cost is consistently applied over time, the charges to the WIA programs reflect a fair share of the benefits received, and the methodology used in determining the fair share of the shared cost is reflective of its written Cost Sharing Agreement. In the case that a partner is unable to pay cash for its fair share, Contractor shall negotiate with the partner to provide in-kind services to benefit the One-Stop system and document the value of the services provided.

Contractor shall obtain signatures of partners with dates including their typed name, title, and organization indicating their concurrence with the Cost Sharing Agreement.

One copy of each Cost Sharing Agreement shall be sent to the OCWIB office. Cost Sharing Agreements shall be updated annually in September. Additionally, Contractor shall submit any changes to a Cost Sharing Agreement to the OCWIB office within 30 days of the date the change in cost occurred.

Cost Sharing Agreements shall identify:

- a. All shared costs within the One-Stop Center environment;
 - b. The proportionate share and allocation of each shared cost by each partner;
 - c. How the shared costs of the One-Stop Center will be paid; and
 - d. County-approved language pertaining to liability and indemnification.
6. To continue to build upon the WIA system of core, intensive, and training services, whenever possible, it should be supplemented by non-WIA funds and/or voluntary partners through collaborative efforts. **Non-mandated partners** may include, but are not limited to the following:

- a. Community Partners and Community Based Organizations
- b. Education Partners (K-12, higher education, technical/vocational training schools)
- c. Community Services Block Grant Agencies
- d. Chamber of Commerce Organizations
- e. Food Stamp Employment and Training
- f. Economic Development Organizations
- g. Labor Organizations
- h. Literacy Program Providers
- i. Business Organizations
- j. Networking and Mentoring Organizations
- k. Non-WIA Mandated Federal, State, and Local Governmental Agencies

7. **Outreach and Recruitment:** The Recruitment Plan shall guide the creation of a multi-level, One-Stop promotional kit that includes branding with the Orange County One-Stop system, business stationary, press release templates, media announcements including PSA's (public service announcements) for TV and radio, presentations for new and for existing customers and advertisements for placement in newspapers, business journals, and magazines. Promotional kits and marketing templates shall be approved by the OCWIB prior to its use.

Contractor shall market One-Stop Services and events to ensure that target populations are properly informed. Outreach and recruitment shall also be conducted in order to attract individuals who are in need and would benefit from these services and who meet the eligibility requirements to receive such services as outlined below:

- a. Outreach and recruitment methods may include formal advertising, flyers, brochures, word-of-mouth and other methods of program information dissemination.
- b. Contractor shall ensure that outreach and recruitment are conducted within the jurisdictional boundaries of the OCWIB is coordinated with mandated partners of the One-Stop Center.
- c. All outreach and recruitment materials shall include a statement that indicates it is funded through the County of Orange/Orange County Workforce Investment Board. If other County department or partner funding is involved, materials shall include the department where the additional funding originated.
- d. All outreach and recruitment materials shall be approved by the OCWIB staff **prior** to publication.

Contractor shall update the current Recruitment Plan on file with the OCWIB to include any new methods of outreach and recruitment being performed, including any special project specific recruitment, and submit to OCWIB by

August 30, 2009. Additionally, significant activities attended by OSC staff should be submitted monthly indicating the type of event, costs if any and the benefit/outcome to the system. Special project recruitments shall not affect formula funds recruitment. The Outreach and Recruiting Plan should demonstrate feasibility, specify strategic plans for programs, personnel, determine media and resources, innovation and define the overall outreach strategy to target populations and others. The OCWIB will review the marketing plan and determine final approval.

Contractor shall work with OCWIB and provide Outreach and Recruitment Plan strategies towards adjustments to marketing in order to maximize One-Stop Center's capacity to provide overall quality services. Any changes in marketing plan shall require review and approval from the OCWIB.

8. **Customer Satisfaction Surveys:** Contractor shall conduct customer satisfaction surveys by:
 - a. Using a consistent implementation method or survey instrument as defined in Information Notice No. 02-OCWDA-65;
 - b. Review surveys within 10 days of receipt;
 - c. Contractor shall maintain a file of completed surveys which shall be made available to the OCWIB upon request; and
 - d. Keep the identity of survey respondent confidential.

II. SERVICES

A. **Services to be Provided to Job Seekers:** Contractor shall manage and provide the three tiers of service identified in the Workforce Investment Act of 1998 and described in the Federal Register. The three tiers of service include: **core services** universally available to all job seekers; **intensive services** for job seekers that require staff assistance beyond core services to secure employment; and **training services** for customers whose assessment results indicate a need for academic or occupational skills training. All customers accessing intensive and training services shall be determined WIA eligible and shall participate in an assessment. Availability of funds in conjunction with customer need and eligibility guidelines, including the Priority of Service Policy 06-OCWDA-02 shall determine the combination of services appropriate for individual customers.

1. **Orientation:** The Contractor shall provide a general Orientation that informs individuals of the full array of services available, including all partner services conducted at the One-Stop Center and any other resources necessary to conduct a quality job search. The Orientation shall include a complete overview of the processes and procedures Customers can expect as they proceed through the One-Stop System.

The frequency of these orientations, as well as all workshop offerings, shall be included in a master calendar and published on a monthly basis for the public. The master calendar shall also be provided to the OCWIB each month. Most clients should receive an orientation on first day of their visit to the center via electronic means, staff assistance, or group orientations.

Contractor shall develop a virtual orientation via the comprehensive One-Stop Center website as well as a video presentation that may be viewed at the One-Stop Center. Draft script shall be due to the OCWIB for review on July 31, 2009. Based on timely OCWIB approval, final product shall be delivered on or before August 31, 2009. For customers with limited literacy and/or limited English, the One-Stop shall provide one-on-one orientations and workshops.

2. **Assessment:** Initial assessments may be self-service or staff-assisted. The assessment may be Internet based and/or using other assessment tools identified by the Contractor. Contractor will provide OCWIB with names of products and assessments and purpose for its use and when it will be implemented. These tools shall assist the Customer in identifying the appropriate employment or training area which best suits their abilities and needs.

Contractor shall have the ability to provide a comprehensive assessment to enrolled customers who are assigned to a Workforce Specialist during the intensive phase of services. Comprehensive Assessment is an objective evaluation of academics, employment skills, barriers to employment and supportive services needs. The depth of the assessment may vary depending on the needs, and the nature of employment barriers of the customer.

Assessments, which have been conducted by another partner, may be used as documentation of this assessment. The Workforce Specialist may decide that additional tools/tests are necessary to determine the customer's occupational interest or to determine reasons for the lack of success in finding employment. This process may be done through observation and/or a detailed interview.

3. **Individual Employment Plan:** An Individual Employment Plan (IEP) shall be developed for each customer registered in intensive services. This plan is a standardized document and serves as the "road map" and action plan for services. As the needs of the customer change, the IEP shall be modified to reflect these changes. Guidelines for IEP are contained in 08-OCWDA-25.
4. **Case Management:** The Contractor shall provide case management services to all individuals who receive registered core, intensive and/or training services. Case management is considered a key component of service delivery and is critical to the ultimate success of the customers. Case management is necessary to ensure that all of the needs of the customers are met and that information is collected and reported..
 - a. Workforce Specialists shall be knowledgeable of the Orange County One-Stop System, program eligibility, Labor Market Information, OCWIB Policies and Procedures, Industry Clusters and vocational assessment instruments. All Case Managers shall be able to provide a high level of service assisting One-Stop clients in the Resource Room, provide intensive case management, determine support services needs, and

provide assistance during job search and following placement, as needed.

Case managers should be cross trained in all programs in order to leverage funds as well as meet the minimum mandatory threshold of approximately 80 clients per case manager at all times. Case managers should be provided training to increase their skill level including but not limited to items such as computer literacy, communication, writing, presentation and workshop skills and techniques.

Case managers who are only providing case management services shall maintain a case load of 100:1 others who are also providing workshops and orientations can maintain the minimum 80:1 ratio. Detailed job descriptions and duties are requested in item III D of this Statement of Work.

- b. Contractor shall contact their customers at least once per month and provide a substantial service, as described in TEGL 17-05. Documentation of these services shall be kept current in the customer's file and documented on the IEP as appropriate.
 - c. Contractor shall be responsible for tracking the customer's progress, assisting the customer in identifying and overcoming any barriers, providing career and motivational counseling, acting as an advocate on behalf of the customer and referring the customer to other resources that can meet the needs identified in the IEP.
 - d. Contractor shall use the information collected to submit MIS paperwork for input in to the JTA system. This information shall be submitted in a timely manner in accordance with Informational Notice 06-OCWDA-04.
 - e. Contractor shall monitor all program services and ultimately performance outcomes.
 - f. Contractor shall be responsible for assisting the customer in obtaining and retaining employment.
5. **Workshops:** Contractor shall offer a wide range of informational workshops to both universal access and registered WIA customers. A schedule of workshops shall be developed to enhance individualized services being provided and shall be included on the monthly calendar along with the orientation schedule. The intent of these workshops is to provide the knowledge and skills necessary to identify potential jobs, apply for a job, interview for a job and handle difficult situations that may arise after hire to ensure successful job retention.

Topics for the workshops may include, but not be limited to, the following:

- a. Get to Know Your One-Stop Center
- b. How to Write a Winning Resume
- c. Interview Techniques and Tips
- d. Discover Your Transferable Skills
- e. How to Use the Internet in Your Job Search

- f. Job Readiness Informational Workshop
- g. JS4UI (Job Search for Unemployment Insurance)
- h. Interpersonal Communication at Work
- i. Team Building
- j. Coaching for Improved Performance
- k. Business Writing
- l. Basic Computer Skills
- m. Verbal Communication for Working Professionals
- n. Navigating Technology at Work
- o. Valuing Diversity at Work
- p. Effective Listening

All training above shall be conducted at each center equally to ensure consistent services between the two centers—when not possible, the Contractor shall notify County—and County will work to resolve or relieve Contractor of requirement based on mutually understanding of community needs. Contractor shall work closely with all partners to share in the development and execution of workshops offered to offset staffing costs and time.

Contractor shall develop post-employment services to enhance job retention. Retention Services must commence immediately upon a client's entry into unsubsidized employment. Frequency and intensity of these services shall vary for each case.

The master workshop schedule shall be developed keeping in mind that customers may attend school or work during the day, leaving evenings or weekends as the only time available to attend therefore workshops should be scheduled during non traditional hours. The Center shall always have a back-up facilitator in the event a staff member is sick or on vacation. Workshops shall not be cancelled once the monthly calendar has been published.

6. **Resource Room for Universal Access Core Services:**

- a. Each Comprehensive One-Stop Center shall have a **Resource Room** dedicated to self-service activities. The Resource Room shall house computers with internet access, appropriate software to create letters, résumés and job applications, email capability, and computer software for customers to engage in self-learning activities. Shared printers shall accompany the computers. A phone bank area shall be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Resource Room shall be equipped with fax machines and copier(s) completely accessible to the

public with written instructions for use. This equipment shall only be used for appropriate job search activities.

- b. **Special equipment** shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally the physical layout of the room shall meet ADA requirements.
 - c. Contractor shall staff the Resource Room to provide labor market and job information, to answer questions, and provide assistance in operating equipment and using software as well as identifying those in need of additional services and possible enrollment. Partners may cover staffing of the Resource Room, All Staff in the Resource Room shall have the ability to provide basic information on all partner programs participating in the One-Stop (including those Partners electronically linked and/or physically located outside the Center). Cross training shall be provided to all staff. This responsibility may be shared by Staff from partner agencies.
7. The Operator is responsible for adding to the potential services or "toolbox" in all levels of service (Core, Core-Registered, Intensive, Training, etc. listed below. Additions should be mentioned in the monthly reports.
8. **Core Services:** A standard menu of services, as required by the WIA, shall be offered to customers. Core Services shall include:
- a. Outreach , intake and orientation to the One-Stop System;
 - b. Computer assisted assessment of skill levels, aptitudes, abilities, interests and values;
 - c. Information on community resources;
 - d. Information on the eligibility requirements for all partner employment and training programs;
 - e. Local, regional and statewide labor market information;
 - f. Information on apprenticeship and employment programs;
 - g. Information on financial aid, including unemployment compensation;
 - h. Information on certified education and training providers as well as local performance outcomes of service providers;
 - i. Information on supportive services;
 - j. Informational Workshops;
 - k. Orientation to personal computers for access to self-directed services, such as how to access the Internet or navigate through specialized resume software; and
 - l. Follow-up activities, including reassessment services, when needed.
9. **Core (Registered) Services:** A standard menu of services, as required by the WIA, shall be offered to customers including:

- a. Job search assistance workshops, career information, and career guidance;
 - b. Job matching and referral;
 - c. Job Clubs;
10. **Intensive Services:** Contractor shall provide intensive services to WIA eligible Adults and Dislocated Workers who are unemployed and unable to obtain employment through Core Services. Services may also be made available to Adult and Dislocated Workers who are employed, but who are determined to be in need of intensive services to obtain or retain employment that allows for a path to self-sufficiency.
- a. Staff assisted, comprehensive assessment of skills, abilities and interests;
 - b. Development of the prescribed OCWIB Individual Employment Plan (IEP);
 - c. Individual Guidance and Career Planning;
 - d. Case Management;
 - e. Short-term prevocational and stand alone services which may include adult basic education, ESL, GED, basic computer literacy, skills enhancement, interviewing skills and soft skills;
 - f. Paid/Unpaid Work Experience;
 - g. Job Retention Services during Follow-Up.

This list is not all inclusive of the services that may be provided under the WIA. However, they are the mandated services for the Orange County Workforce Investment Area. Other services may be provided based on the needs of the customer with approval of the OCWIB.

11. **Training Services:** Some customers may need training services designed to equip them to enter the workforce and retain employment. Training services may be provided to WIA eligible Adults who meet the Priority of Service Policy as outlined in Informational Notice 06-OCWDA-02. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in Informational Notice 03-OCWDA-12 may also be eligible to receive training services.

Contractor shall be responsible for referring each individual to the most appropriate activity as determined from the IEP. Not every customer will need or desire training. Training activities are for those individuals who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent. The categories below list the training services that shall be made available to individuals showing an assessed need.

Contractor shall seek other non-WIA funded training and shall use Pell Grants to offset WIA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the Contractor ensures that the

Pell Grant has been applied for and has evidence of documentation in the case file. Other non-WIA funded training offered by a community college, adult education and/or ROP is strongly encouraged.

Training services may include some or all of the following:

- a. **Skill Upgrading and Retraining;**
- b. **Private Sector Training Programs;**
- c. **Job Readiness Training** (training in job searching and interviewing skills, understanding employer expectations and enhancing customer's capacity to move forward to self-sufficiency);
- d. **Adult Education and Literacy Activities** that are integrated with other training services;
- e. **Registered Apprenticeships** (a combination of on-the-job training and related classroom instruction) in which workers learn the practical and theoretical aspects of a skilled occupation. Apprenticeship programs may be sponsored by joint employer and labor groups, individual employers, and/or employer associations.
- f. **Occupational Skills Training** shall be offered through **Individualized Training Accounts (ITA)**. ITAs permit a wide range of choices to customers and are locally monitored to offer training in demand occupations.

The ITA is established on behalf of the individual, and is based on individual assessment and choice of selected training programs that will facilitate them in obtaining employment in a high-growth, high-demand occupation. An ITA will be issued only after being approved by the OCWIB. The OCWIB's local ITA policy requires that only those participants residing in Orange County, including Anaheim and Santa Ana, are eligible to receive an ITA, provided that they meet all other criteria. Currently, the OCWIB has a tuition cap of \$6,500 per participant for one training program. If the training program tuition is less than \$6,500, the remaining balance shall not be used for an additional training program. If the training program cost exceeds \$6,500, it is the responsibility of the participant to obtain additional funding. The duration of the training program shall not exceed 24 months. Exception: a participant requiring a break in service will be able to continue their approved training program upon re-entry to the program, with the total training time to not exceed 24 months. The participant shall not receive WIA funded training if he/she has received WIA-funded training within the previous 24 months.

- g. **Customized Training** is designed to meet the special requirements of an employer, and is conducted with a commitment by the employer to hire or in the case of employed workers, continue to employ, an individual on successful completion of training. The employer pays for not less than 50 percent of the cost of the training.

h. **On-the-Job Training (OJT)** contracts may be developed under this Agreement with an employer in the public, private non-profit or private-for-profit sector. Through the OJT contract, occupational training will be provided to WIA participants in exchange for reimbursement of up to 50 percent of the wages to compensate for the employer's extraordinary costs. Contractor shall reimburse employer for services provided under the on-the-job training contract directly from their program budget.

Contractor shall not enter into an Agreement with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.

12. **Supportive Services:** Contractor shall coordinate and manage the provision of supportive services to WIA registrants (formula only), subject to limitations in the Act and OCWIB Information Notice No. 08-OCWDA-27. 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 to ensure fair distribution and non-duplication of resources. Contractor shall maintain adequate supporting documentation and receipts in Participant files (OMB circular 87 (c) (1)).
13. **Supportive Services for ARRA Participants** shall be referred to the One-Stop ARRA Supportive Services Provider.
14. **Job Placement:** Contractor shall provide job listings and referrals to assist core services customers with finding a job in coordination with the Employment Development Department (EDD), Business Services and other partner staff. The Contractor shall provide more intensive job placement assistance to each customer that advances to intensive and training services. This may include coordinating with a local education agency's placement staff if the customer is enrolled in training at that institution, providing or entering job leads into CalJOBS, specific job development and job matching.
15. **Job Retention and Follow-Up Services:** Retention and follow-up services are pivotal to the employment success for customers and the attainment of the performance standards as defined in Exhibit C of this Agreement. Following placement, follow-up services shall be made available for a minimum of twelve-months after the first day of employment, as necessary and appropriate.
16. **Business Services Connection:** Contractor shall collaborate with Orange County Businesses Services Contractor to ensure that One-Stop Participant services and program goals are aligned with business services; expanding the overall effectiveness of the Orange One-Stop System linking businesses to job-seekers and job-seekers to businesses.

- a. Client Job Match:** Contractor shall work with Business Services in developing a consistent pool of eligible job-ready clients that will match available open employment positions from local companies, agencies, businesses or entrepreneurs. Contractor Case Managers shall be ready to provide as needed, professional resumes, and provide client information about these opportunities. Each enrolled job ready client must have an electronic resume available for access on a shared drive/system accessible by the Business Service Staff at all times. It is the responsibility of the OSC to ensure the database is updated and accurate. The Case Managers are ultimately responsible for connecting with and following up with the BSC staff for placement services as necessary. The BSC staff is also responsible for marketing clients in need of work to the businesses as a service to the business. Clients shall be informed that during their job search, their resumes will be distributed to specific employment opportunities that match client's experience, skills and qualifications. Contractor shall ensure that all WIA intensive services (job ready) customers are specifically linked with BSC staff.
- b. Rapid Response Participation:** Contractor shall assist and/or participate with Business Services Contractor's Rapid Response activities. Business Services and Contractor shall work cooperatively to follow-up and track Participants visiting the One-Stop Centers as a result of a Rapid Response event and if enrolled be properly recorded in MIS.
- c. Job Fairs, Hiring Events:** Contractor shall work in partnership with Business Services and participate in local and regional Job Fairs, Informational Expos, and other employment events. Information about these events shall be available at the One-Stop Centers as well as on the One-Stop website. Contractor shall work with Business Services to determine which registered clients might be best suited to attend a specialized event. Contractor Staff shall provide information and track clients attending these employment events.

III. SERVICE STANDARDS

- A. Hours of Operation:** The OCWIB reserves the right to mandate hours of operation that will most effectively serve the needs of its customers. The Contractor shall ensure that arrangements are made to keep service delivery available throughout the holiday seasons with limited closings as detailed below for major holidays. To the greatest extent possible, Contractor shall coordinate schedules with other partners to leverage staff time and eliminate overtime hours.

Hours of Operation	
Monday, Tuesday, & Friday	8:00 a.m. – 5:00 p.m.
Wednesday and Thursday	8:00 a.m. to 7:00 p.m.
Saturday	8:00 a.m. to 12:00 p.m.
Days and Dates of Closures	PY 09-10

Saturday, July 4, 2009	Independence Day
Monday, September 7, 2009	Labor Day
Tuesday, October 12, 2009	Columbus Day
Wednesday, November 11, 2009	Veteran's Day Observed
Thursday, November 26, 2009	Thanksgiving Day
Friday, November 27, 2009	Day after Thanksgiving
Friday, December 25, 2009	Christmas Day
Friday, January 1, 2010	New Years Day
Monday, January 18, 2010	Martin Luther King Jr. Day
Monday, February 15, 2010	President's Day
Monday, May 31, 2010	Memorial Day

- B. Physical and Program Access Self-Assessment at the One-Stop Center:** The One-Stop Center shall meet all requirements regarding compliance with State and Federal disability laws and procedures ensuring a welcoming and universally accessible physical and program environments for all customers. The One-Stop Center shall complete and adhere to the National Equal Opportunity Self-Assessment Guide. The One-Stop Center staff shall be required to attend training in program access for customers with disabilities and access to employment programs and services for the disabled.
- C. Special Requirements:** Special equipment for the disabled shall also be available for those customers who are hearing and seeing impaired. Auxiliary aids and services should be available upon request to individuals with disabilities. The physical layout of the room shall meet ADA requirements (including wheelchair accessibility).
- D. One-Stop Center Staff:** Contractor shall staff One-Stop Centers with professional individuals complementing all services and programs available. Contractor shall submit by July 31, 2009, an organizational chart, a service flow chart (including job titles), and submit job descriptions and specific duties for all positions. Contractor shall submit any updates if there are any organizational changes.
- E. Caseloads:** Contractor shall maintain caseloads at no less than 80 active cases per Full Time Equivalent (FTE) throughout the program year. This caseload shall include those in registered core, intensive and training activities. The OCWIB shall not consider exited clients or clients with gaps in service as active. Case Management ratio shall be applicable for all programs – both WIA funded and non-WIA funded. Staff should be cross trained in order to better leverage resources.
- F. Partner Relations/Cross-Training:** Contractor shall provide a seamless working environment when offering services to customers. Partner Managers shall meet on a quarterly basis to discuss Center operations and solidify their

responsibilities to the One-Stop System. Cross-training of all Center staff shall occur whenever possible so that all staff positions at the Center can be overseen by any given partner agency in the event that a specific partner is unavailable.

- G. Staff Training:** Contractor shall be responsible for the coordination and/or facilitation for Staff to receive training in EDD's CalJOBS systems. These programs will enhance effective collaboration of services to our customer pool as well as provide more uniform data.
- H. Website and Website Tools:** Contractor shall maintain a website to allow customer's access to information about services and programs that are available through the One-Stops. Contractor shall review content on a regular basis to ensure information is accurate and up to date. Contractor shall develop a methodology with the tools necessary to track website usage to be reported at WIB committee meetings as requested. New virtual tools shall be tested first for relevance, efficiency and overall benefit to users. All virtual resources and tools as well as design and layout changes shall be approved by the OCWIB prior to launch.
- I. Printed Material:** Printed material and other information at the One-Stop 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 marketing material shall be submitted to the OCWIB for approval, prior to use.
- J. 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 indicated. If the Contractor does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is 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 taglines:
'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; WIAD01-21]
 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 tagline 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 _____. Please call 48 hours in advance to allow the One Stop Center to make

reasonable arrangements to ensure accessibility to this _____ (meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]

- K. Internal Monitoring:** Contractor shall be responsible for internal monitoring which includes, but is not limited to, a quality assurance system to review case files, performance rosters, crystal report rosters and potential gaps in service delivery. Internal Monitoring shall include a process to address findings, corrective actions and follow-through of corrective action plans. Case loads falling below requirement shall be reported to management staff. Management staff is responsible for the distribution of caseloads. Quality and consistency of service between case managers and centers is essential.

IV. PERFORMANCE

- A. Performance Measures:** The Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop system. The Contractor shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Agreement. At a minimum, Contractor shall meet all performance as outlined in Exhibit C and in the narrative of the contract.

Contractor's performance 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. Gaps in service delivery shall be evaluated quarterly. Contractor shall ensure that participant activities remain uninterrupted in accordance with TEGL 17-05.
3. Follow-up forms shall be required if employment status of the customer is confirmed through supplemental information. Follow-up forms reporting this supplemental information shall be filed for specific quarters applicable to the measures.
4. Performance on the mandated measures shall be evaluated quarterly.
5. All participant activities reported in JTA forms shall be submitted in a timely manner (in accordance with OCWIB Information Notice, 06-OCWDA-04, MIS/JTA Procedures for Data Entry, Reporting and Timelines for WIA Programs and EDD State Information Notice WSIN 08-17, Late Monthly, and Quarterly Participant Reports).
6. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of the Agreement with the County of Orange.
7. Contractor shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with County.

- B. File Maintenance and Documentation:** A case file shall be maintained for every registered customer.

1. At a minimum, the case file shall include information and documentation of the following:
 - a. Program eligibility/determination of need;
 - b. MIS forms, including source documents for validation;
 - c. The individual's MIS records shall be completed at first, second, and third quarter after the client exits from the program. Contractor shall follow all written policies and procedures pertaining to MIS submission of paperwork.
 - d. Contractor shall document in the customer's file employment in the first, second, and third quarter after exit through one of the following sources: UI wage records, WRIS, supplemental data sources as defined in TEGL 17-05 or through the State of California's management information system. Follow-up forms for 30 and 60 day shall only be submitted by Contractor if requested by OCWIB.
 - e. Initial and Comprehensive Assessments;
 - f. IEP, including all updates of services provided and completed;
 - g. Approved ITA voucher if receiving training;
 - h. Progress reports, time and attendance if receiving WIA and non-WIA funded training (including short-term pre-vocational training);
 - i. Printed Case management notes.
 - j. All components of the data validation tool referenced in DOL TEGL 9-06 and any subsequent updates.
- C. Corrective Action Plans:** Performing at or below any individual performance measure for any quarter shall be subject to the following corrective action:
 1. Technical assistance and assessment of the causes of the low performance;
 2. Development and implementation of appropriate Corrective Action Plan(s) to ensure contract compliance; and
 3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s).
 4. Contractor's performance trends and corrective action plans will be critical to decisions regarding Agreement 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 County of Orange. All Corrective Action Plans shall include a date for responding to observations, questions, concerns and findings. Reoccurring issues will be met with stronger sanctions.
- D. Common Measures:** Contractor shall comply with the Common Measures as defined in TEGL 17-05.
- E. MIS Submission/Reporting:** Contractor shall adhere to MIS procedures for data entry, timelines and reporting requirements (Information Notice No. 06-

OCWDA-04 revised and subsequent updates and EDD Information Notice WSIN08-17) including the completion of appropriate forms and information related to program performance as required. Contractor shall submit timely MIS paperwork to the OCWIB for input into the JTA system. All JTA forms shall be typed and complete using the most current template forms or they shall be returned to Contractor. No faxed or e-mailed paperwork will be accepted. Mandatory review and approval is required on all paperwork submitted to the OCWIB.

1. All updates and corrections shall be clearly identified.
2. All incorrect and/or incomplete forms shall be returned to the Contractor for re-submittal.
3. ITA vouchers shall be submitted to the OCWIB along with the corresponding MIS enrollment form.

Contractor shall have a scanning system in place to track Universal customers and services received at the One-Stop Center Core Area. Contractor shall implement this tracking System by September 2009. Final product will be available for and approval by OCWIB prior to implementation.

- F. WIA Base Wage Report:** Contractor shall provide supplemental data for "Exiters" not found in the UI Base Wage File. Contractor shall be responsible for submitting all supplemental data (1st, 2nd, and 3rd quarters) within seven (7) business days of the report being mailed to Contractor or within specified timeframes requested by the OCWIB. Contractor shall be responsible for analyzing MIS reports to verify data and performance compliance.

V. DELIVERABLES:

- A. Deliverables:** Limited funding and limited fund life requires that expenditures and customer 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. Routine monthly and quarterly written reports, such as those mentioned in this Exhibit are due by the tenth day of the month following the month being reported on. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds. Contractor shall submit the following reports and data as detailed within this Exhibit and summarized in Exhibit C.

1. Monthly invoices are due to the OCWIB by the twentieth day following the month being reported.
2. One copy of each Cost Sharing Agreement of each partner as outlined in section I.B.5 (page 4)
3. Outreach and Recruitment plan as outlined in section I.B.7 (page 5)
4. Customer Satisfaction Survey as outlined in section I.B.8 (page 6)
5. Contractor shall provide monthly One-Stop Activity Reports which shall include:
 - a. Monthly One-Stop Calendar

- b. Staff training; date, description, location, and number of attendees
 - c. Universal Statistical Data detailed by location for each month, quarter and total year:
 - i. Total Visitors
 - ii. Total Unique Visitors
 - iii. Total Workshops and Total Attendees per Workshop
 - d. And all other specified items required for monthly reports within this Statement of Work
- 6. Website design, layout and content as outlined in section III.H (page 15)
 - 7. MIS Forms as outlined in section IV.E (page 18)
 - 8. 1st, 2nd, 3rd Quarter Base Wage Report as outlined in section IV.F (page 15)
 - 9. One-Stop Tour Script I.B.3 (Page 2)
 - 10. Scan Card System for Universal Customers and Services Tracking IV.E (page 19).
 - 11. Deliverables for Special Programs are outlined within their respective sections as indicated below in sections VI. A.5.(page 26) VI. B.4 (page 28) and VI.C.4 (page 30).

VI. SPECIAL PROGRAMS

A. American Recovery and Reinvestment Act of 2009 (ARRA)

The American Recovery and Reinvestment Act of 2009 (ARRA) provides significant increases to WIA programs operated at the local level. Supplemental funding for the Adult and Dislocated Worker Programs will provide a broader array of services and resources as well as extended hours of operation. Separate budgets for each funding stream and separate Performance Matrices are attached to this Agreement, incorporated within Exhibit D and Exhibit C, respectively. All federal, state, and local WIA rules and regulations apply to services funded through ARRA. Enhanced supportive services and training options shall be funded through other mechanisms and made available to ARRA participants enrolled through the One-Stop Centers. There shall be a seamless delivery system between ARRA and formula programs. All clients shall be served in the most effective, efficient and rapid manner.

B. Title V of the Older Americans Act of 1965

- 1. **Senior Community Service Employment Program (SCSEP):** The SCSEP-OC provides, fosters, and promotes useful part time training opportunities in community service assignments for low income persons who are 55 years of age or older and assists the transition of program enrollees to other unsubsidized employment opportunities.
- 2. **Duties and Activities:** Contractor shall adhere to all policies and procedures as described in the Senior Community Service Employment Program (SCSEP) Manual as issued by the California Department on Aging. At a minimum, the Contractor shall perform the following duties/activities:

- a. Recruit host agencies from cluster related industries.
 - b. Determine participant eligibility. Collect and review documentation necessary for registration and enrollment.
 - c. Conduct Initial Assessment and Individual Employment Plan. Contractor shall update the plan as often as necessary but at a minimum of twice a year.
 - d. Approve Job Assignment Descriptions and execute Host Agency Agreements.
 - e. Collect, review and submit all participant timesheets to the SCSEP-OC Project Director. Due dates for the entire year are posted and distributed in advance.
 - f. Provide orientation for each participant prior to the first day at the Host Agency.
 - g. Conduct and document annual performance evaluations for each SCSEP-OC participant and Host Agency. Conduct and document safety consultations.
 - h. Submit annual re-certification of eligibility every year. Contractor will ensure that re-certifications are completed prior to participant's anniversary date.
 - i. Conduct Quarterly meetings with SCSEP-OC participants to review procedures and update program changes.
 - j. Conduct Annual Meeting with Host Agency Supervisors to review procedures and update program changes.
 - k. Maintain and update participant files and all required documents.
 - l. Track client participation to ensure that the maximum 1,040 hours of combined work experience, training and meetings threshold is not exceeded.
 - m. Coordinate with WIA related activities that include, but are not limited to, co-enrollment in WIA programs and job development activities.
 - n. Place participant in unsubsidized employment.
 - o. Meet all the performance requirements as outlined in Department of Labor's TEGL 30-06 (and subsequent updates).
 - p. Meet all timelines, in accordance with data entry, timelines and reporting requirements (Information Notice No. 06-OCWDA-04 revised and subsequent updates).
3. **Enrollment and Placement:** Contractor shall provide placement of a SCSEP participant in a position to receive subsidized work experience and/or training. The total maximum number of hours for work, training and/or meeting time per participant shall be 20 hours per week or 40 hours per pay period. Training and/or meeting time is limited to ten hours per pay period for a twelve-month assignment. These hours are subject to change depending upon funding availability.

4. **Monitoring:** Contractor shall:

- a. Interview, monitor, and document the progress of each SCESP-OC participant personally, at the work site annually, and more frequently as appropriate. Interview the participant to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment.
- b. Interview, monitor and document the Host Agency Supervisor, at the work site annually, and more frequently as appropriate. Interview the Supervisor to discuss the possibility of hiring the participant, whether he/she is satisfied with the work being performed by the participant and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the participant in an assignment with more responsibility or providing training that will make the participant more employable.
- c. Conduct and document work-site, health and safety evaluations annually.

5. **Deliverables:** Contractor shall prepare and submit:

- a. Monthly invoices are due by the twentieth day of the following month.

C. CalWORKS Welfare to Work (WTW) Employment Services Program

1. **On the Job Training (OJT) and Work Experience (WEX) Program :** The OJT/WEX provides job training and work experience activities that will enhance and facilitate opportunities for WTW participants to find and retain stable unsubsidized employment, with the stated goal of assisting these participants in becoming self-sufficient. These services are made available under funding granted by the Orange County Social Services Agency (SSA) under the CalWORKs program.

OJT is a training activity where occupational training is provided by an employer to a participant in exchange for a reimbursement of up to 50% of the wage rate to compensate for the employer's extraordinary costs. This program will reimburse up to 50% of the wages for 40 clients for up to 4 months at approximately \$10 per hour.

WEX is a planned, structured learning experience that takes place in a workplace for a limited period of time and is designed to provide exposure to the working world and its requirements. The WEX worksite may include public, private profit or not-for-profit organizations. The duration of the program shall not exceed four (4) months. To ensure employers' conformance to the worksite agreement, staff shall conduct worksite monitoring on a regular basis. This program shall provide paid work experience for 40 participants for up to 4 months at approximately \$8 per hour depending upon the type of job.

2. **Population to be Served:** The following criteria shall be used to identify Participants who are referred for on-the-job training and work experience activities:
 - a. Participant has completed their established 18 or 24-month time period and is unemployed or has not found unsubsidized employment sufficient to meet the minimum number of required hours of participation;
 - b. The County has certified that no job is currently available to fulfill the minimum required hours of participation. The participant shall continue to take all steps to apply for appropriate positions and shall not refuse an offer of employment without good cause;
 - c. Participant continues to meet financial eligibility criteria for the program;
 - d. Participant lives in Orange County including Santa Ana & Anaheim; and
 - e. Participant is in need of on the job training and or work experience activities in order to assist them to achieve self-sufficiency.
 - f. This population shall consist of individuals who have complied with their WTW Plan, but have not achieved the goal of self-sufficiency. These participants may have significant barriers to securing employment. These issues might include:
 - i. physical health;
 - ii. behavioral health;
 - iii. language and/or culture;
 - iv. education;
 - v. learning or developmental disabilities;
 - vi. socialization skills; and
 - vii. previous criminal convictions
3. **Responsibilities:**
 - a. Contractor shall serve all Participants referred by SSA for OJT/WEX Activities.
 - b. Contractor shall meet with the Participant and coordinate enrollment in the agreed-upon activity. It is the responsibility of the Contractor to work with the designated employers and assign the participant to an appropriate worksite. Contractor shall refer participant back to SSA for supportive services case management needs.
 - c. Contractor shall ensure that all services are conducted in a manner that is sensitive to literacy, language, and socio-cultural issues that may impact the participants.
 - d. Contractor shall monitor the progress of the participant through regular contact with participant and employer.
 - e. Contractor shall consult with the WTW Case Manager on a bi-weekly basis, or as often as necessary. Feedback to participants on their

performance shall be consistently provided and documented in the case record.

- f. Contractor shall maintain a file for each participant, which shall include, but not be limited to Referral Form, OJT/WEX Assessment, WTW Plan, Attendance Records, and detailed case notes.
- g. Contractor shall inform SSA WTW Case Manager of suspected welfare eligibility or supportive services payment fraud.
- h. Contractor shall participate in meetings that will be held quarterly, or more frequently, if needed to address service delivery issues.
- i. Contractor shall follow State regulations, SSA policies and procedures of the OJT/WEX Program, and collect and report data per State and SSA directives.
- j. Contractor shall retain all documents for three years from the termination of this Agreement, or until all federal and State audits are completed, whichever is later.

4. Deliverables:

- a. Contractor shall provide, by the fifth (5th) of each month, a status report for the preceding month, in a format approved by SSA.
- b. Contractor shall submit its invoice by the twentieth (20th) calendar day of every month for expenses incurred in the preceding month, with the exception of the month of June, for which the final invoice shall be recorded by June 14, 2010, to allow sufficient time for SSA to complete its State claiming process. No payments will be made if received after June 14, 2010.
- c. Contractor shall comply with any and all State and Federal programmatic and fiscal claiming guidelines developed for the use of funds, including Federal sub-recipient monitoring and reporting requirements.
- d. Contractor shall comply with all the reporting requirements of the program.

D. Disability Program Navigator (DPN)

- 1. **Program Description:** The Navigator shall address the needs of people with disabilities seeking training and employment opportunities through the One-Stop System. The Navigator shall serve as an expert on workforce development issues and policies impacting persons with disabilities who are seeking employment, skill development, job retention assistance, or career advancement.
- 2. **Responsibilities:** Contractor shall:
 - a. Assist people with disabilities to access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs and their benefits, services and/or supports they provide and follow up to ensure that each

individual is receiving the level of benefits, services and/or supports needed.

- b. Serve as a resource to the workforce investment staff within the service area to ensure the availability of comprehensive knowledge on federal, State, local, and private programs that impact the ability of persons with disabilities to enter and remain in the workforce.
- c. Develop linkages and collaborate on an ongoing basis with employers and employer organizations to promote the hiring of people with disabilities and to facilitate their transition to employment.
- d. Work with designated Equal Employment Opportunity Officer(s) and the OCWIB to ensure that One-Stop Career Center facilities, services, programs, and equipment are accessible to people with disabilities, including ensuring the availability of publications and materials in alternate formats.

3. **Service Delivery Strategies and Goals:** Contractor shall:

- a. Attend quarterly DPN and other regional meetings as appropriate to foster partnership development and enhance program effectiveness.
- b. Train staff on activities, services and resources available in the One-Stop Center.
- c. Train Contractor staff on disability related issues such as increasing employer receptiveness to hiring persons with disabilities, understanding what constitutes 'reasonable accommodations', and information on financial incentives such as ADA Small Business Tax Credit, Work Opportunity Tax Credit and Welfare to Work Tax Credit.

4. **Deliverables:** Contractor shall:

- a. Submit quarterly performance and expenditure reports to the OCWIB for transmission to the State of California no later than the 10th day after the end of each quarter.
- b. Maintain tracking of individuals receiving direct assistance from the DPN. This information shall be provided to the OCWIB no later than the 15th day after the end of each quarter. Report should include, at minimum, the Participant's name and a brief description of the service provided.
- c. Develop a sustainability plan for program continuance beyond PY 09/10. This plan shall include long range strategies that will allow services to be maintained throughout the One-Stop System. Additional funding sources shall be identified; Workforce Specialists shall be trained on relevant issues related to providing services to people with disabilities. Web resources, fact sheets and other written materials, references, and curriculum shall be updated and made available to Workforce Specialists for ongoing usage. Written plan shall be submitted to the OCWIB by January 31, 2010.

- d. Contractor shall submit invoice by the twentieth (20th) day of the following month.

EXHIBIT C
TO AGREEMENT FOR WIA COST REIMBURSEMENT AGREEMENT
JULY 1, 2009-JUNE 30, 2010

WIA/ARRA PERFORMANCE

CONTRACTOR has agreed to provide employment and training services to WIA/ARRA Disadvantaged Adult, Dislocated Workers, and Special Programs as specified in Exhibits A and B of this Agreement. CONTRACTOR shall submit the following deliverables on the specified due dates:

Deliverable	Due Date
Operating Agreements with One-Stop Center(s) Partners [I.B.4 (page 3)]	July 31, 2009
One-Stop Tour Script [I.B.3 (page 2)]	July 31, 2009 and as changes apply
One copy of each Cost Sharing Agreement for Each Partner [I.B.5 (page 4)]	September 30, 2009
Outreach and Recruitment Plan [I.B.7 (page 5)]	August 30, 2009
Customer Satisfaction Surveys [I.B.8 (page 6)]	Quarterly-to be available upon request
One-Stop Center Staffing Chart [III.D (page 15)]	July 31, 2009
Website Design, Layout and Content [III.H (page 16)]	10 business days prior to launch of any significant revisions
Internal Monitoring Procedures and Schedule [III.K (page 17)]	As requested
Base Wage Report (4 Quarters of Data) [IV.F (page 19)]	Approximately 2 weeks after base wage submission or as requested by MIS
MIS Submission Forms [IV.E (page 18)]	Adhere to Informational Notice 06-OCWDA-04 (and subsequent updates) for timeliness and reporting requirements
Monthly One Stop Activity Report [V.A.5 (page 19)]	5 business days post-month end (excluding Monthly Calendar)
Invoices [V.A.1 (page 19)]	20 th of each month
Scan Card Tracking System IV.E (page 19)	September 2009
Senior Community Employment Program (SCSEP)	Due Date
Invoices [VI.B.5.a (page 22)]	20 th of each month
On the Job Training (OJT) and Work Experience (WEX) Program	Due Date
WIB Monthly Activity Stats [VI.C.4.a (page 24)]	5 th of each month
Invoices [VI.C.4.b (page 24)]	20 th of each month
Disability Program Navigator	Due Date
Quarterly Performance and Expenditure Reports [VI.D.4.a (page 25)]	10th day after the end of each quarter
Tracking of Individuals Receiving Direct DPN Assistance [VI.D.4.b (page 25)]	15 th day of the end of the quarter
Sustainability Plan [VI.D.4.c (page 25)]	January 31, 2010
Invoices [VI.D.4.d (page 26)]	20 th of each month

WIA PERFORMANCE Disadvantaged Adult Program PY 2009-10

Cumulative

I. WIA ENROLLMENTS	07/01/09- 09/30/09	10/01/09- 12/31/09	01/01/10- 03/31/10	04/01/10- 06/30/10
A. New Enrollments	41	82	123	162
B. WIA Carryovers from Prior Program Year	116	116	116	116
C. Total Enrollments (A+B=C)	157	198	239	278

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/09- 09/30/09	10/01/09- 12/31/09	01/01/10- 03/31/10	04/01/10- 06/30/10
A. WIA Registered Core Enrollments	157	198	239	278
B. WIA Intensive Enrollments	126	158	191	222
C. WIA Training Enrollments	63	78	96	111

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/09- 09/30/09	10/01/09- 12/31/09	01/01/10- 03/31/10	04/01/10- 06/30/10
A. Total Exits	35	70	105	139
B. Entry into Unsubsidized Employment ₁ $B=(A)*(0.825)$ Q1 after exit	29	58	87	115
C. Retention in Unsubsidized Employment at six months ₂ $D=B*(0.855)$ Q2 and Q3 after exit	25	50	75	99
D. Average Earnings in six months ₃ (\$15,220)	\$15,220			

1 The Performance Standard for this measure is 85% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 87% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$15,820 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings)

A. Attainment of recognized credential relating to achievement of educational or occupational skills ₁ (.62) Q3 after exit	62%	62%	62%	62%
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1 The Performance Standard for this measure is 62% of participants who exit and who received training services must receive a credential in the third quarter after exit.

IV. PERFORMANCE MEASURES	
	Disadvantaged Adult
Entered Employment	82.5%
Retention	85.5%
Average Earnings	\$15,220

Credential/Certificate Rate	62%
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V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/09 to 06/30/10
Total Exiters	04/01/09 to 03/31/10
Adult Performance Measures	
Entered Employment Rate	10/01/08 to 09/30/09
Employment Retention Rate	04/01/08 to 03/31/09
Average Earnings	04/01/08 to 03/31/09

Credential/Certificate Rate	10/01/08 to 09/30/09
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WIA PERFORMANCE ARRA Adult Program PY 2009-10

Cumulative

I. WIA ENROLLMENTS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. New Enrollments	20	40	60	79
B. WIA Carryovers from Prior Program Year	9	9	9	9
C. Total Enrollments (A+B=C)	29	49	69	88

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. WIA Registered Core Enrollments	29	49	69	88
B. WIA Intensive Enrollments	23	39	55	70
C. WIA Training Enrollments	12	20	28	35

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. Total Exits	11	22	33	44
B. Entry into Unsubsidized Employment ₁ $B=(A)*(0.825)$ Q1 after exit	10	19	28	37
C. Retention in Unsubsidized Employment at six months ₂ $D=B*(0.855)$ Q2 and Q3 after exit	9	17	24	32
D. Average Earnings in six months ₃ (\$15,220)	\$15,220			

1 The Performance Standard for this measure is 85% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 87% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$15,820 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings)

A. Attainment of recognized credential relating to achievement of educational or occupational skills ₁ (.62) Q3 after exit	62%	62%	62%	62%
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1 The Performance Standard for this measure is 62% of participants who exit and who received training services must receive a credential in the third quarter after exit.

IV. PERFORMANCE MEASURES	
	Disadvantaged Adult
Entered Employment	82.5%
Retention	85.5%
Average Earnings	\$15,220

Credential/Certificate Rate	62%
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V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/09 to 06/30/10
Total Exiters	04/01/09 to 03/31/10
Adult Performance Measures	
Entered Employment Rate	10/01/08 to 09/30/09
Employment Retention Rate	04/01/08 to 03/31/09
Average Earnings	04/01/08 to 03/31/09

Credential/Certificate Rate	10/01/08 to 09/30/09
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WIA PERFORMANCE Dislocated Worker Program PY 2009-10

Cumulative

I. WIA ENROLLMENTS	07/01/09- 09/30/09	10/01/09- 12/31/09	01/01/10- 03/31/10	04/01/10- 06/30/10
A. New Enrollments	84	168	252	333
B. WIA Carryovers from Prior Program Year	263	263	263	263
C. Total Enrollments (A+B=C)	347	431	515	596

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/09- 09/30/09	10/01/09- 12/31/09	01/01/10- 03/31/10	04/01/10- 06/30/10
A. WIA Registered Core Enrollments	347	431	515	596
B. WIA Intensive Enrollments	278	345	412	477
C. WIA Training Enrollments	139	173	206	239

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/09- 09/30/09	10/01/09- 12/31/09	01/01/10- 03/31/10	04/01/10- 06/30/10
A. Total Exits	75	150	225	298
B. Entry into Unsubsidized Employment ₁ $B=(A)*(0.845)$ Q1 after exit	64	127	191	252
D. Retention in Unsubsidized Employment at six months ₂ $D=B*(0.92)$ Q2 and Q3 after exit	59	117	176	232
E. Average Earnings in six months ₃ (\$17,100)	\$17,100			

1 The Performance Standard for this measure is 87% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 92% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$17,300 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

C. Attainment of recognized credential relating to achievement of educational or occupational skills ₁ $*(.71)$ Q3 after exit	71%	71%	71%	71%
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1 The Performance Standard for this measure is 71% of participants who exit and who received training services must receive a credential in the third quarter after exit.

IV. PERFORMANCE MEASURES	
	Dislocated Worker Program
Entered Employment	84.5%
Retention	92%
Average Earnings	\$17,100

Credential/Certificate Rate	71%
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V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/09 to 06/30/10
Total Exiters	04/01/09 to 03/31/10
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/08 to 09/30/09
Employment Retention Rate	04/01/08 to 03/31/09
Six Month Average Earnings	04/01/08 to 03/31/09

Credential/Certificate Rate	10/01/08 to 09/30/09
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WIA PERFORMANCE ARRA Dislocated Worker Program PY 2009-10

Cumulative

I. WIA ENROLLMENTS	07/01/09- 09/30/09	10/01/09- 12/31/09	01/01/10- 03/31/10	04/01/10- 06/30/10
A. New Enrollments	82	164	246	328
B. WIA Carryovers from Prior Program Year	23	23	23	23
C. Total Enrollments (A+B=C)	105	187	269	351

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/09- 09/30/09	10/01/09- 12/31/09	01/01/10- 03/31/10	04/01/10- 06/30/10
A. WIA Registered Core Enrollments	105	187	269	351
B. WIA Intensive Enrollments	84	150	215	281
C. WIA Training Enrollments	42	75	108	141

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/09- 09/30/09	10/01/09- 12/31/09	01/01/10- 03/31/10	04/01/10- 06/30/10
A. Total Exits	44	88	132	176
B. Entry into Unsubsidized Employment ₁ $B=(A)*(0.845)$ Q1 after exit	38	75	112	149
D. Retention in Unsubsidized Employment at six months ₂ $D=B*(0.92)$ Q2 and Q3 after exit	35	69	104	138
E. Average Earnings in six months ₃ (\$17,100)	\$17,100			

1 The Performance Standard for this measure is 87% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 92% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$17,300 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

C. Attainment of recognized credential relating to achievement of educational or occupational skills ₁ $*(.71)$ Q3 after exit	71%	71%	71%	71%
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1 The Performance Standard for this measure is 71% of participants who exit and who received training services must receive a credential in the third quarter after exit.

IV. PERFORMANCE MEASURES	
	Dislocated Worker Program
Entered Employment	84.5%
Retention	92%
Average Earnings	\$17,100

Credential/Certificate Rate	71%
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V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/09 to 06/30/10
Total Exiters	04/01/09 to 03/31/10
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/08 to 09/30/09
Employment Retention Rate	04/01/08 to 03/31/09
Six Month Average Earnings	04/01/08 to 03/31/09

Credential/Certificate Rate	10/01/08 to 09/30/09
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WIA PERFORMANCE

Description of Adult Common Measures (TEGL 17-05)

Entered Employment

*Of those who are not employed
at date of participation:*

of participants who are employed
in the first quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Employment Retention

*Of those who are employed in the
first quarter after the exit quarter:*

of participants who are employed in
both the second and the third quarters
after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Average Earnings

*Of those who are employed in the
first, second, and third quarters after the exit quarter:*

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

PY 2009-10 SCSEP PERFORMANCE MEASURES/GOALS Coast Community College District		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	80
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 176% of 80 = 141)	176%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	89%
Common Measures Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	50.6%
Common Measures Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	77%
Common Measures Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$9,635
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.25

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2009
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies ACSI (American Customer Satisfaction Index)	As prescribed by the state

ARRA- SCSEP PERFORMANCE MEASURES/GOALS, PY 2009-10 Coast Community College District		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	22
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 176% of 80 = 39)	176%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	89%
Common Measures Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	50.6%
Common Measures Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	77%
Common Measures Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$9,635
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.25

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2009
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies ACSI (American Customer Satisfaction Index)	As prescribed by the state

OJT/WEX PROGRAM	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Total Participants Served				
New Enrollees	15	36	58	80
Carry-Ins	26	26	26	26
Work Experience	4	4	4	4
On-the-Job Training	22	22	22	22
(New Enrollees)				
Work Experience	11	25	40	55
On-the-Job Training	4	11	18	25
Co-Enrollment with WIA	0	2	4	7
(New Enrollees and Carry-Ins)				
Total Participants Exiting	5	17	59	86
(1) Entered Employment	2	12	35	58
(2) Entered Training	0	0	0	0
(3) Other	3	10	15	28

WIA Budget

Orange County One-Stop Center-Northern Region

FY 09/10

	ADULT	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	57,373	133,112	85,104	275,589
	Benefits	23,187	51,153	32,705	107,045
	Monthly Rent	28,623	16,837	10,663	56,123
	Lease Termination Cost	17,123	10,072	6,379	33,574
	Staff Training	765	450	285	1,500
	Printing	1,173	690	437	2,300
	Publications/Marketing Material	1,275	750	475	2,500
	Meetings / Conferences	1,153	678	429	2,260
	Telephone	1,959	1,153	730	3,842
	Equipment (under \$5,000)	7,650	4,500	2,850	15,000
	Equipment Lease	1,764	1,038	657	3,459
	Insurance				
	Professional Memberships	893	525	332	1,750
	Subscriptions	296	174	110	580
	Postage	780	459	291	1,530
	Office Supplies	7,958	4,681	2,964	15,603
	Consultant/Subcontract (under \$10,000)		-	-	-
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		2,318	1,482	3,800
	Other:	11,803	6,943	4,398	23,144
	Operations Related Activities Subtotal	163,775	235,533	150,291	549,599
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services		6,741	4,309	11,050
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	6,741	4,309	11,050
	Program Subtotal	163,775	242,274	154,600	560,649
ADMINISTRATIVE	Administration:				
	Salaries		418	267	685
	Benefits		190	121	311
	Other: Indirect	8,494	4,997	3,164	16,655
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	8,494	5,605	3,552	17,651
	Grand Total	172,269	247,879	158,152	578,300

WIA Budget

Orange County One-Stop Center-Northern Region

FY 09/10

	DISLOCATED WORKER	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	57,373	335,278	181,300	573,951
	Benefits	23,187	128,395	70,936	222,518
	Monthly Rent	52,025	44,766	24,198	120,989
	Lease Termination Cost	28,025	24,114	13,035	65,174
	Staff Training	3,006	2,586	1,398	6,990
	Printing	3,178	2,734	1,478	7,390
	Publications/Marketing Material	9,245	7,955	4,300	21,500
	Meetings / Conferences	2,086	1,795	969	4,850
	Telephone	3,781	3,254	1,759	8,794
	Equipment (under \$5,000)	15,050	12,950	7,000	35,000
	Equipment Lease	3,629	3,123	1,688	8,440
	Insurance				
	Professional Memberships	968	833	449	2,250
	Subscriptions	894	770	416	2,080
	Postage	1,527	1,314	709	3,550
	Office Supplies	10,509	9,042	4,888	24,439
	Consultant/Subcontract (under \$10,000)		-	-	-
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		4,453	2,397	6,850
	Other:	14,209	12,227	6,609	33,045
	Operations Related Activities Subtotal	228,692	595,589	323,529	1,147,810
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services		16,575	8,925	25,500
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	16,575	8,925	25,500
	Program Subtotal	228,692	612,164	332,454	1,173,310
ADMINISTRATION	Administration:				
	Salaries		1,095	590	1,685
	Benefits		491	265	756
	Other: Indirect	14,992	12,900	6,974	34,866
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	14,992	14,486	7,829	37,307
Grand Total		243,684	626,650	340,283	1,210,617

WIA Budget

Orange County One-Stop Center-Northern Region FY 09/10

	ADDITIONAL FUNDING	<u>Budget</u> SCSEP -OC
PROGRAM	Operations Activities:	
	Salaries	33,534
	Benefits	15,466
	Office Supplies	548
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
	Operations Related Activities Subtotal	49,548
	Direct Client Related Activities:	
ADMINISTRATION	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	49,548
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
ADMINISTRATION	Other:	
	Other Subtotal	-
	Administration Subtotal	-
	Grand Total	49,548

WIA Budget

Orange County One-Stop Center-Northern Region

FY 09/10

	ADDITIONAL FUNDING	<u>Budget</u> OJT/WEX
PROGRAM	Operations Activities:	
	Salaries	112,888
	Benefits	51,804
	Facility Lease	67,951
	Staff Training	-
	Printing	-
	Publications/Marketing Material	-
	Meeting / Conference	-
	Telephone	5,783
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Equipment Lease	6,455
	Professional Memberships	-
	Subscriptions	-
	Postage	-
	Office Supplies	21,000
	Consultant/Subcontract	
	Travel / Mileage	1,500
	Other:	52,886
	Operations Related Activities Subtotal	320,267
	Direct Client Related Activities:	
	Participant Wages and Benefits	110,000
	Employer Reimbursement/OJT	43,750
	Participant Training Cost / ITA	-
	Participant Training Cost - WEX	
	Participant Training Cost - OJT	
	Participant Supportive Services	1,100
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	154,850
	Program Subtotal	475,117
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	18,973
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	18,973
	Grand Total	494,090

WIA Budget

Orange County One-Stop Center-Northern Region

FY 09/10

	ADDITIONAL FUNDING	<u>Budget</u> DPN
PROGRAM	Operations Activities:	
	Salaries	37,591
	Benefits	5,663
	Office Supplies	-
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
	Operations Related Activities Subtotal	43,254
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	43,254
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	1,296
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	1,296
	Grand Total	44,550

WIA Budget

Orange County One-Stop Center-Northern Region

FY 09/10

	ARRA - ADULT	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	57,373	24,682	15,781	97,836
	Benefits	23,187	9,158	5,855	38,200
	Monthly Rent	9,745	5,732	3,631	19,108
	Lease Termination Cost	-	-	-	-
	Staff Training	-	-	-	-
	Printing	-	-	-	-
	Publications/Marketing Material	-	-	-	-
	Meetings / Conferences	408	240	152	800
	Telephone	667	392	249	1,308
	Equipment (under \$5,000)	-	-	-	-
	Equipment Lease	601	353	224	1,178
	Insurance	-	-	-	-
	Professional Memberships	-	-	-	-
	Subscriptions	-	-	-	-
	Postage	-	-	-	-
	Office Supplies	5,831	3,430	2,173	11,434
	Consultant/Subcontract (under \$10,000)		9,150	5,850	15,000
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		1,739	1,111	2,850
	Other:	2,752	1,619	1,026	5,397
	Operations Related Activities Subtotal	100,564	56,495	36,052	193,111
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services		-	-	-
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	100,564	56,495	36,052	193,111
ADMINISTRATIVE	Administration:				
	Salaries		-	-	-
	Benefits		-	-	-
	Other: Indirect	1,928	1,134	718	3,780
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	1,928	1,134	718	3,780
	Grand Total	102,492	57,629	36,770	196,891

WIA Budget

Orange County One-Stop Center-Northern Region

FY 09/10

	ARRA-DISLOCATED WORKER	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	57,373	202,227	108,891	368,491
	Benefits	23,187	76,890	41,403	141,480
	Monthly Rent	32,866	28,280	15,286	76,432
	Lease Termination Cost	-	-	-	-
	Staff Training	1,591	1,369	740	3,700
	Printing	-	-	-	-
	Publications/Marketing Material	-	-	-	-
	Meetings / Conferences	1,505	1,295	700	3,500
	Telephone	2,250	1,936	1,047	5,233
	Equipment (under \$5,000)	-	-	-	-
	Equipment Lease	2,025	1,743	942	4,710
	Insurance	-	-	-	-
	Professional Memberships	-	-	-	-
	Subscriptions	-	-	-	-
	Postage	-	-	-	-
	Office Supplies	6,502	5,594	3,024	15,120
	Consultant/Subcontract (under \$10,000)		87,750	47,250	135,000
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		943	507	1,450
	Other:	6,558	5,643	3,051	15,252
	Operations Related Activities Subtotal	133,857	413,670	222,841	770,368
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services		-	-	-
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	133,857	413,670	222,841	770,368
ADMINISTRATION	Administration:				
	Salaries		934	503	1,437
	Benefits		414	223	637
	Other: Indirect	6,502	5,595	3,024	15,121
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	6,502	6,943	3,750	17,195
Grand Total		140,359	420,613	226,591	787,563

ORANGE COUNTY ONE-STOP CENTER - Northern Region PY 09-10 EXPENDITURE PLAN

Adult

COST CATEGORIES

PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Lease Termination Cost
- 5 Staff Training
- 6 Printing
- 7 Publications/Marketing Material
- 8 Meeting / Conferences
- 9 Telephone
- 10 Equipment :under \$5,000
- 11 Equipment Lease
- 12 Insurance
- 13 Professional Memberships
- 14 Subscriptions
- 15 Postage
- 16 Office Supplies
- 17 Consultant/Subcontract (under \$10,000)
- 18 Consultant/Subcontract (over \$10,000)
- 19 Travel/Mileage
- 20 Other:
- 21 Participant Wages & Benefits
- 22 Employer Reimbursement/OJT
- 23 Participant Training Cost
- 24 Participant Supportive Services
- 25 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

GRAND TOTAL

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/09- 9/30/09	10/1/09- 12/31/09	1/1/10- 3/31/10	4/1/10- 6/30/10	
68,897	68,897	68,897	68,898	275,589
26,761	26,761	26,761	26,762	107,045
14,031	14,031	14,031	14,030	56,123
			33,574	33,574
225	375	525	375	1,500
345	575	805	575	2,300
375	625	875	625	2,500
339	565	791	565	2,260
576	961	1,345	960	3,842
	3,750	5,250	6,000	15,000
865	865	865	864	3,459
				-
263	438	613	436	1,750
87	145	203	145	580
230	383	536	381	1,530
2,340	3,901	5,461	3,901	15,603
-	-	-	-	-
				-
570	950	1,330	950	3,800
3,472	5,786	8,100	5,786	23,144
1,658	2,763	3,868	2,761	11,050
				-
171	171	171	172	685
78	78	78	77	311
				-
4,636	4,929	7,090	-	16,655
				-
				-
125,919	136,949	147,595	167,837	578,300

ORANGE COUNTY ONE-STOP CENTER - Northern Region PY 09-10 EXPENDITURE PLAN

Dislocated Workers

COST CATEGORIES

PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Lease Termination Cost
- 5 Staff Training
- 6 Printing
- 7 Publications/Marketing Material
- 8 Meeting / Conferences
- 9 Telephone
- 10 Equipment :under \$5,000
- 11 Equipment Lease
- 12 Insurance
- 13 Professional Memberships
- 14 Subscriptions
- 15 Postage
- 16 Office Supplies
- 17 Consultant/Subcontract (under \$10,000)
- 18 Consultant/Subcontract (over \$10,000)
- 19 Travel/Mileage
- 20 Other:
- 21 Participant Wages & Benefits
- 22 Employer Reimbursement/OJT
- 23 Participant Training Cost
- 24 Participant Supportive Services
- 25 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/09- 9/30/09	10/1/09- 12/31/09	1/1/10- 3/31/10	4/1/10- 6/30/10	
143,488	143,488	143,488	143,487	573,951
55,630	55,630	55,630	55,628	222,518
30,247	30,247	30,247	30,248	120,989
			65,174	65,174
1,049	1,748	2,447	1,746	6,990
1,109	1,848	2,587	1,846	7,390
3,225	5,375	7,525	5,375	21,500
728	1,213	1,698	1,211	4,850
1,319	2,199	3,078	2,198	8,794
	8,750	12,250	14,000	35,000
2,110	2,110	2,110	2,110	8,440
				-
338	563	788	561	2,250
312	520	728	520	2,080
533	888	1,243	886	3,550
3,666	6,110	8,554	6,109	24,439
-	-	-	-	-
				-
1,028	1,713	2,398	1,711	6,850
4,957	8,261	11,566	8,261	33,045
3,825	6,375	8,925	6,375	25,500
				-
421	421	421	422	1,685
189	189	189	189	756
				-
9,791	10,496	14,579	-	34,866
				-
				-
263,965	288,144	310,451	348,057	1,210,617

GRAND TOTAL

ORANGE COUNTY ONE-STOP CENTER - Northern Region PY 09-10 EXPENDITURE PLAN

OJT/WEX

COST CATEGORIES

PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Staff Training
- 5 Printing
- 6 Publications/Marketing Material
- 7 Meeting / Conferences
- 8 Telephone
- 9 Equipment Lease
- 10 Professional Memberships
- 11 Subscriptions
- 12 Postage
- 13 Office Supplies
- 14 Consultant/Subcontract (under \$10,000)
- 15 Travel/Mileage
- 16 Other:
- 17 Participant Wages & Benefits
- 18 Employer Reimbursement/OJT
- 19 Participant Training Cost /ITA
- 20 Participant Supportive Services
- 21 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/09- 9/30/09	10/1/09- 12/31/09	1/1/10- 3/31/10	4/1/10- 6/30/10	
28,222	28,222	28,222	28,222	112,888
12,951	12,951	12,951	12,951	51,804
16,988	16,988	16,988	16,987	67,951
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
867	1,446	2,024	1,446	5,783
1,614	1,614	1,614	1,613	6,455
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
5,250	5,250	5,250	5,250	21,000
				-
225	375	525	375	1,500
5,289	7,933	18,510	21,154	52,886
16,500	27,500	38,500	27,500	110,000
6,563	10,938	15,313	10,936	43,750
			-	-
165	275	385	275	1,100
				-
				-
				-
				-
3,785	4,540	5,611	5,037	18,973
				-
				-
98,419	118,032	145,893	131,746	494,090

GRAND TOTAL

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/09-9/30/09	10/1/09-12/31/09	1/1/10-3/31/10	4/1/10-6/30/10	
24,459	24,459	24,459	24,459	97,836
9,550	9,550	9,550	9,550	38,200
4,777	4,777	4,777	4,777	19,108
			-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
120	200	280	200	800
196	327	458	327	1,308
	-	-	-	-
295	295	295	293	1,178
				-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
1,715	2,859	4,002	2,858	11,434
2,250	3,750	5,250	3,750	15,000
				-
428	713	998	711	2,850
810	1,349	1,889	1,349	5,397
-	-	-	-	-
				-
-	-	-	-	-
-	-	-	-	-
				-
1,752	1,877	151	-	3,780
				-
				-
46,352	50,156	52,109	48,274	196,891

ORANGE COUNTY ONE-STOP CENTER - Northern Region PY 09-10 EXPENDITURE PLAN

ARRA-Dislocated Workers

COST CATEGORIES

PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Lease Termination Cost
- 5 Staff Training
- 6 Printing
- 7 Publications/Marketing Material
- 8 Meeting / Conferences
- 9 Telephone
- 10 Equipment :under \$5,000
- 11 Equipment Lease
- 12 Insurance
- 13 Professional Memberships
- 14 Subscriptions
- 15 Postage
- 16 Office Supplies
- 17 Consultant/Subcontract (under \$10,000)
- 18 Consultant/Subcontract (over \$10,000)
- 19 Travel/Mileage
- 20 Other:
- 21 Participant Wages & Benefits
- 22 Employer Reimbursement/OJT
- 23 Participant Training Cost
- 24 Participant Supportive Services
- 25 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/09-9/30/09	10/1/09-12/31/09	1/1/10-3/31/10	4/1/10-6/30/10	
92,123	92,123	92,123	92,122	368,491
35,370	35,370	35,370	35,370	141,480
19,108	19,108	19,108	19,108	76,432
			-	-
555	925	1,295	925	3,700
-	-	-	-	-
-	-	-	-	-
525	875	1,225	875	3,500
785	1,308	1,832	1,308	5,233
	-	-	-	-
1,178	1,178	1,178	1,176	4,710
				-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
2,268	3,780	5,292	3,780	15,120
20,250	33,750	47,250	33,750	135,000
				-
218	363	508	361	1,450
2,288	3,813	5,338	3,813	15,252
-	-	-	-	-
				-
359	359	359	360	1,437
159	159	159	160	637
				-
6,895	7,551	675	-	15,121
				-
				-
182,081	200,662	211,712	193,108	787,563

GRAND TOTAL

**State of California
Drug Free Workplace Certification
FD 21 (NEW 11-90)**

**EXHIBIT E
16-N-10**

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 Jim Moreno

DATE EXECUTED _____ **EXECUTED IN THE COUNTY OF** Orange

CONTRACTOR or GRANTEE RECIPIENT SIGNATURE

TITLE Board President

FEDERAL ID NUMBER **95-6002272**

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

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.

Jim Moreno, Board President

Name and Title of Authorized Representative

Signature

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

Coast Community College District/CCC
Grantee/Contractor Organization

One-Stop Programs
Program/Title

Jim Moreno, Board President
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.

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-N-10
Page 2 of 3

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____ if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee. Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department / Agency:	7. Federal Program Name/Description: CFDA Number, if known: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a.) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
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:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352 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>Jim Moreno</u> Title: <u>Board President</u> Telephone No. <u>(714) 438- 4607</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, .15 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."

_____	Jim Moreno	Board President
Authorized Signature	Name	Title

EDD Independent Contractor Reporting Requirements

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.

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 _____



**WIA COST REIMBURSEMENT AGREEMENT
COUNTY OF ORANGE**

FUNDING SOURCE: 100% FEDERAL AGREEMENT #: 16-S-10

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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- B. Statement of Work
- C. Performance Standards and Matrix
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- 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

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

WHEREAS, the County of Orange, (hereinafter "COUNTY" acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY, by Minute Order dated, _____ a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in the amount not to exceed Three Million, Fifty Three Thousand, Three Hundred and Eighty Two dollars (\$3,053,382) to engage CONTRACTOR to carry out certain program services; and

WHEREAS, COUNTY's OC Community Resources, Director or Designee (hereinafter referred to as "DIRECTOR"), shall administer this Agreement as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law or applicable regulations; and

WHEREAS, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

PURPOSE

1. The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupational skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement & development activities, job matching, and other services. All services are intended to improve the quality of the 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.

TERM

2. The term of this Agreement shall commence on July 1, 2009 and terminate on June 30, 2010 subject to the provisions of Sections 9, 43 and 45 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and DIRECTOR or Designee may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation as stated in Subparagraph 17 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained in paragraph 45 herein.

STATEMENT OF WORK

3. This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Statement of Work will be controlling.

TERMINATION

4. (a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.

(b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.

SERVICES

5. CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B" and "C", which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B" and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B" or "C" may, in addition to those remedies set forth in Section 43 of this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under Section 7 (c) of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

6. The parties hereto agree that those program components, service levels, and line-item budget information detailed in Exhibits "A", "B", "C" and "D" may be modified upon mutual written agreement of the DIRECTOR or Designee and CONTRACTOR so long as the total payments under this Agreement are not increased and the basic goals and objectives of the program are not altered. Should the State of California modify any program component and/or service level detailed in Exhibits "A", "B", "C" and/or "D," then the COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

BUDGET SCHEDULE

7. CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D", and which by this reference is incorporated herein and made a part hereof as if fully set forth.

MODIFICATION OF BUDGET SCHEDULE

8. The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits, Benefits Rate and Number of Full-Time Equivalents (FTE), Staff Travel, Operating Expenses Furniture and Equipment, Consumable Testing and Instructional Materials, Tuition Payments/Vouchers, On-the Job Training, Participant Wages and Fringe Benefits, Support Services, Job Retention Services, Contractual Services, Indirect and Other. Upon written approval of DIRECTOR or Designee, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to

any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of DIRECTOR or Designee. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by DIRECTOR or Designee includes approval of the new Budget Category.

PAYMENTS BY COUNTY

9. CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before June 30, 2010, and that any and all funds remaining as of June 30, 2010, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2010. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2010.

Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in accordance with the following payment schedule:

(a) Monthly Payments. Beginning August 1, 2009, upon receipt and approval by OC Community Services-Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed Three Million, Fifty Three Thousand, Three Hundred and Eighty Two dollars (\$3,053,382).

(b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.

(c) Invoices. CONTRACTOR shall provide to OC Community Services-Community Investment Division monthly invoices by the 20th day following the month being reported. CONTRACTOR's invoices shall show the most up to date costs chargeable to the program(s) referenced in this Agreement. If CONTRACTOR's expenditures for any program referenced in this Agreement fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Agreement,

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.

CONTINGENCY OF FUNDS

10. CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, DIRECTOR or Designee may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of DIRECTOR or Designee shall be binding on CONTRACTOR. DIRECTOR or Designee shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with DIRECTOR's or Designee's decision.

COMPLIANCE WITH LAW

11. In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

(2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR's operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify DIRECTOR or Designee in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

INSTRUCTORS

12. CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this Agreement, CONTRACTOR shall submit to DIRECTOR or Designee a list of the names 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.

PERFORMANCE STANDARDS

13. CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

PLANS AND PROCEDURES

14. CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from DIRECTOR or Designee. Said Policies and Procedures may be modified by DIRECTOR or Designee upon ten (10) days written notice to CONTRACTOR.

SATISFACTORY WORK

15. Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR or Designee. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies

in performance will be corrected as they occur and are detected.

REPORTS

16. CONTRACTOR shall maintain records and submit such reports, data and information at such times as DIRECTOR or Designee may require, and in the form DIRECTOR or Designee may require, regarding the performance of CONTRACTOR's services, activities, costs or other data relating to this Agreement as may be requested by DIRECTOR or Designee, upon a form approved by DIRECTOR or Designee. DIRECTOR or Designee may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

NO SUPPLANTATION

17. 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 not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of DIRECTOR or Designee.

INDEPENDENT CONTRACTOR

18. CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

EMPLOYEE ELIGIBILITY VERIFICATION

19. The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against 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.

ASSIGNMENT

20. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this contract.

SUBCONTRACTS

21. CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of DIRECTOR or Designee. If DIRECTOR or Designee consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. DIRECTOR or Designee may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to DIRECTOR or Designee within thirty (30) days of execution. CONTRACTOR shall

include in each subcontract any provision DIRECTOR or Designee may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as Exhibit D of this Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

FISCAL ACCOUNTABILITY

22. (a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to subgrant and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;
- (4) Source documentation to support accounting records; and
- (5) Proper charging of costs and cost allocation.

(b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

- (1) the Act;
- (2) 20 C.F.R. Part 667; and

(3) State implementing legislation.

PROGRAM INCOME

23. COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

It is mutually understood that the State or Federal agency responsible for providing the funding for this Agreement may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

(a) Submit a plan to the DIRECTOR or Designee for use of any and all proposed Program Income;

(b) Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; and

(c) Report to DIRECTOR or Designee any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on internal financial records; and indicate the amount received on the monthly claim submitted to DIRECTOR or Designee.

DIRECTOR or Designee shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as DIRECTOR or Designee obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

DIRECTOR or Designee may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

PELL GRANTS/HEA TITLE IV

24. If CONTRACTOR provides any services under this Agreement to applicants for or recipients of

Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with DIRECTOR or Designee in coordinating these grants and awards with WIA funding in accordance with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform DIRECTOR or Designee in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this Agreement.

ANNUAL AUDIT

25. CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

ACCESS AND RECORDS

26. (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 records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by DIRECTOR or Designee which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above-referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable

1 expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where
2 said records and books of account are maintained.

3 (b) Records Retention. All accounting records and evidence pertaining to all costs of
4 CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's
5 office or place of business for the duration of this Agreement and thereafter for four (4) years after
6 completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or
7 litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to
8 which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4)
9 years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

10 (c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or
11 Federal government or any agency thereof resulting from any disallowance or other audit exceptions to
12 the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

13 FRAUD

14 27. CONTRACTOR shall immediately report all suspected or known instances and facts
15 concerning possible fraud, abuse or criminal activity under this Agreement.

16 MODIFICATIONS/CHANGE ORDERS

17 28. (a) DIRECTOR may at any time, by written order to CONTRACTOR, make changes within the
18 general scope of this Agreement, in the definition of services and tasks to be performed, the manner in
19 which services are performed, the time and place of performance thereof and additional related provisions.
20 Such change orders may be made when necessitated by changes in the Orange County One-Stop
21 System operations or performance, the operations or performance of CONTRACTOR, or changes in
22 applicable statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR
23 may submit a program or budget modification request in response to change orders which significantly
24 alter CONTRACTOR's Statement of Work. Without further Board action, DIRECTOR or Designee may
25 execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not
26 collectively increase or decrease by more than 10% the price of said services under this Agreement when

1 originally executed. Modifications in excess of 10% of the original Agreement price, and modifications that
2 materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of
3 Supervisors.

4 CONTRACTOR and DIRECTOR shall make a good faith effort to reach an agreement with respect
5 to change orders, which affect the price of services under the Agreement. CONTRACTOR's protest or
6 failure to agree to the amount of any adjustment to be made as a result of a change order shall be a
7 dispute for which an appeal may be made pursuant to Section 44 of this Agreement. Notwithstanding the
8 foregoing, the price of services under this Agreement shall not be increased except by written modification
9 of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties
10 reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the
11 change order beyond the limitation of funds established within this Agreement.

12 (b) CONTRACTOR may request changes in the scope of performance or services under this
13 Agreement, by submitting a written request to DIRECTOR describing the request and its impact on
14 CONTRACTOR's Proposal, Statement of Work and Budget Schedule. DIRECTOR or Designee will
15 review the request and respond in writing within ten (10) business days. Requests shall be reviewed in
16 light of all CID program activities. DIRECTOR's or Designee's decision whether to approve the request or
17 request Board of Supervisors' approval shall be final. DIRECTOR or Designee may approve a request
18 that meets all of the following criteria:

- 19
- 20 (i) The request does not increase or decrease the total amount of the funds allocated for the
21 individual programs affected by 10% from the amount specified in Exhibit "D" of this
22 Agreement, when it was originally executed;
- 23 (ii) It does not materially change other terms of this Agreement, and
- 24 (iii) It is supported by adequate consideration to COUNTY.

25 Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not
26 satisfy all of the criteria listed above.

PARTICIPANTS

29. (a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

(b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

(c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the DIRECTOR or Designee. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the DIRECTOR or Designee alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(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 Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

(2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in

Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(5) CONTRACTOR will give written notice of its obligations under this Section of the 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 accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

CONFIDENTIALITY

30. (a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.

(b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

(c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

EQUIPMENT

31. All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by DIRECTOR or Designee. The use of such items of Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of DIRECTOR or Designee.

CONTRACTOR further agrees to the following:

(a) To maintain all items of Equipment in good working order and condition, except for normal wear and tear.

(b) To label all items of Equipment, do periodic inventories as required by DIRECTOR or Designee and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by DIRECTOR or Designee. All such lists shall be submitted to DIRECTOR or Designee within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.

1 (c) To report in writing to DIRECTOR or Designee immediately after discovery, the loss or theft of
2 any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a
3 copy of the police report submitted to DIRECTOR or Designee.

4 (d) To purchase a policy or policies of insurance covering loss or damage to any and all Equipment
5 purchased under this Agreement, in the amount of the full replacement value thereof, providing protection
6 against the classification of fire, extended coverage, vandalism, malicious mischief and special extended
7 perils (all risks) covering the parties' interests as they appear.

8 (e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in
9 writing, shall require the prior written approval of DIRECTOR or Designee, and shall fulfill the provisions of
10 this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the
11 terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment
12 purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from
13 DIRECTOR or Designee.

14 (f) The purchase of computer-related and electronic equipment under \$5,000, including, but not
15 limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved
16 by DIRECTOR or Designee.

17 **MUTUAL INDEMNIFICATION**

18 32. (a) CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
19 and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their
20 elected and appointed officials, officers, employees, agents and those special districts and agencies which
21 COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
22 any claims, demands or liability of any kind or nature, including but not limited to personal injury or
23 property damage, arising from or related to the services, products or other performance provided by
24 CONTRACTOR pursuant to this Agreement.

25 (b) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed
26 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.

1 (c) If judgment is entered against CONTRACTOR by a court of competent jurisdiction because of
2 the active negligence of CONTRACTOR, CONTRACTOR and COUNTY agree that liability will be
3 apportioned as determined by the court. Neither party shall request a jury apportionment.

4 (d) If judgment is entered against COUNTY by a court of competent jurisdiction because of the
5 active negligence of COUNTY/COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability
6 will be apportioned as determined by the court. Neither party shall request a jury apportionment.

7 **INSURANCE**

8 33. (a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to
9 purchase all required insurance at CONTRACTOR's expense and to deposit with DIRECTOR or Designee
10 Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that
11 the insurance provisions of this Agreement have been complied with and to keep such insurance coverage
12 and the certificates therefore on deposit with DIRECTOR or Designee during the entire term of this
13 Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
14 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
15 CONTRACTOR.

16 (b) All insurance policies required by this Agreement shall declare any deductible or self-insured
17 retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically
18 be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be
19 responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or
20 deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain
21 insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this
22 Agreement.

23 (c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the
24 insurance coverage required by this Agreement.

25 (d) The policy or policies of insurance required herein must be issued by an insurer licensed to do
26 business in the State of California (California Admitted Carrier). If the insurer is not licensed to do
business in the State of California, CEO/Office of Risk Management retains the right to approve or reject
the insurer after a review of the insurer's performance and financial ratings.

(e) The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size 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."

(f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum 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

(g) All liability insurance required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

(h) The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

(i) All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.

1 (j) All insurance policies required by this Agreement shall give the County of Orange 30 days
2 notice in the event of cancellation. This shall be evidenced by an endorsement separate from the
3 Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits
4 the pre-printed ACORD certificate:

5 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
6 EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN
7 NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

8 (k) All insurance policies required by this Agreement shall waive all rights of subrogation against
9 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,
10 officers, agents and employees when acting within the scope of their employment or appointment.

11 (l) The Commercial General Liability policy shall contain a severability of interests clause.

12 (m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which
13 requires every employer to be insured against liability for Workers' Compensation or be self-insured in
14 accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall
15 furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement,
16 statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of
\$1,000,000 per occurrence.

17 (n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
18 days of notification by CEO/Risk Management or by DIRECTOR or Designee, award may be made to the
19 next qualified proponent.

20 (o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
21 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
22 decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect
23 COUNTY.

24 (p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
25 CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with
26 DIRECTOR or Designee incorporating such changes within thirty (30) days of receipt of such notice, this

Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

(q) The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

34. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement including those covered by copyright. The COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such 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

35. (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

1 in all intellectual property, from the moment of creation, whether or not jointly conceived, that are
2 made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which
3 result directly or indirectly from this Agreement.

4 (2) For the purposes of this Agreement, Intellectual Property means recognized protectable
5 rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks,
6 applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color
7 combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights,
8 works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies,
9 devices, business processes, developments, innovations, good will, any data or information
10 maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal
11 rights protecting intangible proprietary information as may exist now and/or hereafter come into
12 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.

13 (i) For the purposes of the definition of Intellectual Property, "works" means all literary works,
14 writings and printed matter including the medium by which they are recorded or reproduced,
15 photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion
16 pictures, digital images, animation cells, and other audiovisual works including positives and negatives
17 thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any
18 other materials or products created, produced, conceptualized and fixed in a tangible medium of
19 expression. It includes preliminary and final products and any materials and information developed for
20 the purposes of producing those final products. "Works" does not include articles submitted to peer
21 review or reference journals or independent research projects.

22 (3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of
23 its Intellectual Property in existence prior to the effective date of this Agreement. In addition,
24 under this Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual
25 Property in existence prior to the effective date of this Agreement. Except as otherwise set forth
26 herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter
existing for any purposes without the prior written permission of COUNTY. Except as otherwise set

1 forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to
2 its Intellectual Property to the other Party. If, during the term of this Agreement, CONTRACTOR
3 accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to
4 abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license
5 agreement.

6 (4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining
7 COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against
8 third parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements
9 or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the
10 terms of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34)
11 (a) through thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning
12 and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made,
13 conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and
14 which result directly or indirectly from this Agreement or any subcontract.

15 (5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this
16 Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of
17 paragraph thirty three a) through thirty-four i) of the Intellectual Property Provisions in all agreements
18 and subcontracts it enters into with other parties does not apply to agreements or subcontracts that
19 are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

20 (6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable
21 respects, and execute all documents and, subject to reasonable availability, give testimony and take
22 all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's
23 Intellectual Property rights and interests.

24 (c) Retained Rights/License Rights.

25 (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by
26 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement,
CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property
is in existence prior to the effective date of this Agreement.

CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or 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) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result

1 directly or indirectly from this Agreement may not be reproduced or disseminated without prior written
2 permission from COUNTY.

3 (e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of
4 this Agreement, which did not result from research and development specifically included in the
5 Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under
6 paragraph thirty three (c) for devices or material incorporating, or made through the use of such
7 inventions. If such inventions result from research and development work specifically included within
8 the Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional
9 compensation, all its right, title and interest in and to such inventions and to assist COUNTY in
10 securing United States and foreign patents with respect thereto.

11 (f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its
12 performance of this Agreement shall not be dependent upon or include any Intellectual Property of
13 CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii)
14 granting to or obtaining for COUNTY's, without additional compensation, a license, as described in
15 paragraph thirty-four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence
16 prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and
17 COUNTY determines that the Intellectual Property should be included in or is required for
18 CONTRACTOR's performance of this Agreement, CONTRACTOR shall obtain a license under terms
19 acceptable to COUNTY.

20 (g) Warranties.

21 (1) CONTRACTOR represents and warrants that:

22 (i) CONTRACTOR has secured and will secure all rights and licenses necessary for
23 its performance of this Agreement.

24 (ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by
25 either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale,
26 offer to sell, import, export, modification, public and private display/performance, distribution, and
disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by
CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement will infringe

1 upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or
2 interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by,
3 any state, the United States, or any foreign country. There are currently no actual or threatened
4 claims by any such third party based on an alleged violation of any such right by CONTRACTOR.

5 (iii) Neither CONTRACTOR's performance nor any part of its performance will violate
6 the right of privacy of, or constitute a libel or slander against any person or entity.

7 (iv) CONTRACTOR has secured and will secure all rights and licenses necessary for
8 Intellectual Property including, but not limited to, consents, waivers or releases from all authors of
9 music or performances used, and talent (radio, television and motion picture talent), owners of any
10 interest in and to real estate, sites locations, property or props that may be used or shown.

11 (v) CONTRACTOR has not granted and shall not grant to any person or entity any
12 right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in
13 this Agreement.

14 (vi) CONTRACTOR has appropriate systems and controls in place to ensure that
15 state funds will not be used in the performance of this Agreement for the acquisition, operation or
16 maintenance of computer software in violation of copyright laws.

17 (vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other
18 charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way
19 CONTRACTOR's performance of this Agreement.

20 (2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY
21 RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK,
22 COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

23 (h) Intellectual Property Indemnity.

24 (1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its
25 licensees and assignees, and its officers, directors, employees, agents, representatives, successors,
26 and users of its products, ("Indemnities") from and against all claims, actions, damages, losses,
liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from
any and all actions or claims by any third party or expenses related thereto (including, but not limited

to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. This indemnity 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 the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

(2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a)

through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

CORPORATE STATUS

36. All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to DIRECTOR or Designee.

STANDARDS OF CONDUCT

37. (a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Employment of Former State Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or the County of Orange, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

(c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

(d) Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

(e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB 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.

SWEATFREE CODE OF CONDUCT

38. All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

DRUG FREE WORKPLACE

39. CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.

DEBARMENT

40. CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached hereto as Exhibit "F" and incorporated herein by this reference and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

SECTARIAN ACTIVITIES

41. CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based organizations in administering its federally-funded activities.

LITERATURE

42. Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the County of Orange and the Orange County Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

LOBBYING

43. (a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to DIRECTOR or Designee the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf,

engaged or engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.

(b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

BREACH - SANCTIONS

44. If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or 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 same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 44 herein. DIRECTOR or Designee shall give CONTRACTOR written notice of any action pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

DISPUTES

45. Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by DIRECTOR. In such a case, DIRECTOR shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of DIRECTOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, DIRECTOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of DIRECTOR.

TOTAL AGREEMENT

46. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are

1 stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions
2 included in this Agreement.

3 **CHILD SUPPORT ENFORCEMENT**

4 47. In order to comply with child support enforcement requirements of the County of Orange,
5 CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only
6 providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of
7 award of contract.

8 Failure of CONTRACTOR to timely submit the data and/or certifications required above or to
9 comply with all federal and state reporting requirements for child support enforcement or to comply with all
10 lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a
11 material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from
12 COUNTY shall constitute grounds for termination of this Agreement.

13 **EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

14 48. CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting
15 Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

16 **NOTICES**

17 49. All notices, reports and correspondence between the parties hereto respecting this
18 Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as
19 follows:

20 COUNTY: OC Community Resources
21 OC Community Services / Community Investment Division
22 1300 S. Grand Ave. Bldg. B, 3rd Fl.
23 Santa Ana, CA 92705

24 and

25 CONTRACTOR: Coast Community College District
26 1307 Adams Avenue

Costa Mesa, CA 92626

GOVERNING LAW AND VENUE

50. This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

WAIVER

51. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

PUBLICITY

52. Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

CALENDAR DAYS

53. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, 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: _____

Board President

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

Dated: _____

By: _____

GENERAL PROGRAM REQUIREMENTS

Contractor:

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, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

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
Orange County One-Stop Center
Southern Region

I. COORDINATION

A. General Service Delivery:

1. To comply with the requirements of this Agreement, Contractor shall effectively and efficiently deliver assigned workforce development services to job seekers. In order to accomplish this, Contractor shall maintain and continue to improve the current system of service delivery by clearly demonstrating positive outcomes and meeting or exceeding the performance requirements of this Agreement.

Contractor shall provide a comprehensive menu of programs and services as required by the Workforce Investment Act of 1998 (WIA) and the American Recovery and Reinvestment Act of 2009 (ARRA).

WIA and ARRA are not entitlement programs, and selection for a customer's participation in these programs is a decision based upon an assessment of the client's needs, interests, abilities, motivation, their prospects for successfully completing the program, available funding levels and priority of service policy. Registration involves certifying and documenting the eligibility and priority of service of the individuals to be served, in accordance with local policies and procedures.

Contractor shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. Contractor shall serve all areas of the region and shall have the capacity to outreach and recruit for the entire region.

2. Contractor will ensure geographic coverage through its own facilities, through facilities of partners, and through staff deployments for special services at off-site locations. Services in the Southern Region are offered through the One-Stop Center at 125 Technology Dr., West, Suite 200, Irvine, CA 92618. The Southern region encompasses the following cities and unincorporated areas: Aliso Viejo, Capistrano Beach, Corona Del Mar, Costa Mesa, Dana Point, Foothill Ranch, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Newport Beach, Newport Coast, Orange, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Silverado, Trabuco Canyon, Tustin, Villa Park.
3. Contractor shall serve as the Operator of the Comprehensive One-Stop Center as outlined within this Exhibit. Contractor shall:
 - a. Align policies, activities, and funding for workforce development, economic development, and education.
 - b. Implement a workforce system structure and governance that reflects the various sectors of the economy.

- c. Respond to regionally-based labor market and economic information that identifies the short and long-term workforce needs of targeted industries.
 - d. Assist the OCWIB in locating non-WIA sources of funding to supplement One-Stop operations including responding to grant solicitations as well as an alternative partner contributor every quarter.
 - e. Develop partnerships with government, business, labor, education, and training providers whose resources are leveraging federal, state, local and private workforce system investments targeting identified industry clusters and high growth jobs. Contractor shall develop new viable partnerships reported in each monthly activity report.
4. All deadlines within the SOW shall be contingent upon cooperation and timely response/review by both the Contractor and County (OCWIB Administration Office). If disagreements arise on deadlines from either party, they must be renegotiated.

B. One-Stop Center Service Delivery

1. **Target Population:** Contractor shall provide the services described to the following customers, as appropriate, and within the funding/eligibility guidelines:
- a. The general public seeking workforce services;
 - b. Individuals who meet the requirements for WIA eligibility, including the priority of services categories, identified in OCWIB Policy No. 06-OCWDA-02; Other individuals in need of specialized services, such as: Veterans, spouses of veterans, and individuals with multiple barriers, limited-English proficient, older worker population and people with disabilities;
 - c. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, Contractor shall strategize how to best deliver services to those eligible within that population group;
 - d. Target population served by special projects that include but are not limited to High Growth Initiative, Disability Program Navigator, Senior Employment programs, Welfare to Work programs, National Emergency Grants, Veterans, Offenders, Mortgage and other industry cluster occupation programs and
 - e. Former WIA enrollees in need of continued services.
2. Contractor shall deploy staff to appropriate locations to reach targeted populations—as mutually agreed upon with OCWIB Administration Office.
3. Contractor shall host tours of the One-Stop Center to interested agencies and organizations and provide a script to the OCWIB staff that with follow and provide consistent information to the extent possible on all tours. The tour script will be due to the OCWIB on July 31, 2009, and 10 days prior to any future changes. Contractor shall conduct educational outreach which may include strategies such as visiting classrooms at local colleges to make

presentations on One-Stop services and to provide information on the Orange County labor market.

4. Contractor shall develop **Operating Agreements (OAs)** with all mandated One-Stop partners, and additional partners who may bring value-added services to the local area.

Mandated WIA partners include:

- a. Wagner-Peyser Act
- b. Unemployment Compensation
- c. Veterans Workforce Programs
- d. Trade Adjustment Assistance
- e. Adult Education and Literacy
- f. Programs under The Rehabilitation Act
- g. Department of Housing and Urban Development
- h. Migrant and Seasonal Farm Worker and Training Providers
- i. Native American Programs
- j. Welfare-to-Work Programs
- k. Title V of the Older Americans Act of 1965
- l. Community Development Block Grant Programs
- m. Title I Youth Programs
- n. Small Business Development Centers

Operating Agreements for mandated partner programs that are delivered through the One-Stop Center shall be coordinated through the OCWIB as Memoranda of Understanding (MOU), as outlined in the Federal Register (20 CFR 662 Sub-Part C).

Contractor shall convene a quarterly meeting with all partner agencies to discuss Comprehensive One-Stop Center operations and responsibilities.

A copy of each Operating Agreement shall be sent to the OCWIB office. Operating Agreements shall be updated at the time of change in service provisions. Contractor shall submit any changes to an Operating Agreement to the OCWIB office within 30 days of the date the change in service occurred.

Certain language shall be included in the Operating Agreement. These items shall include, but not be limited to:

- a. A participation plan for all staff at the Comprehensive One-Stop Center, including the percentage of time each partner will contribute to the operation of universal access services;
- b. The development of a monthly schedule that includes hours of operation for all partners operating within the Center;
- c. A procedure for referrals among the various partners.

- d. A joint marketing effort to be conducted by the various partners will be reported in Monthly Activity Report or through other methods of communication—such as formatted email notices.
 - e. A procedure for entering job orders/résumés into CalJOBS and other systems in use at the Center;
 - f. A plan for co-enrollment;
 - g. A plan for achieving core service placements;
 - h. A plan to provide linkages to youth services;
 - i. The continued development of projects for on-the-job training and work experience offerings;
5. Contractor shall be responsible for negotiating **Cost Sharing Agreements** with all partners located at the Comprehensive One-Stop Center.

The Cost Sharing Agreements shall apply to all expenses benefiting the One-Stop System and its partners that cannot be directly applied to each partner separately. Expenses may include, but not be limited to; rent/space, staff (common receptionist), facility costs and equipment or supplies. Contractor shall ensure that the shared costs are supported by accurate and current data, the shared cost is consistently applied over time, the charges to the WIA programs reflect a fair share of the benefits received, and the methodology used in determining the fair share of the shared cost is reflective of its written Cost Sharing Agreement. In the case that a partner is unable to pay cash for its fair share, Contractor shall negotiate with the partner to provide in-kind services to benefit the One-Stop system and document the value of the services provided.

Contractor shall obtain signatures of partners with dates including their typed name, title, and organization indicating their concurrence with the Cost Sharing Agreement.

One copy of each Cost Sharing Agreement shall be sent to the OCWIB office. Cost Sharing Agreements shall be updated annually in September. Additionally, Contractor shall submit any changes to a Cost Sharing Agreement to the OCWIB office within 30 days of the date the change in cost occurred.

Cost Sharing Agreements shall identify:

- a. All shared costs within the One-Stop Center environment;
 - b. The proportionate share and allocation of each shared cost by each partner;
 - c. How the shared costs of the One-Stop Center will be paid; and
 - d. County-approved language pertaining to liability and indemnification.
6. To continue to build upon the WIA system of core, intensive, and training services, whenever possible, it should be supplemented by non-WIA funds and/or voluntary partners through collaborative efforts. **Non-mandated partners** may include, but are not limited to the following:

- a. Community Partners and Community Based Organizations
- b. Education Partners (K-12, higher education, technical/vocational training schools)
- c. Community Services Block Grant Agencies
- d. Chamber of Commerce Organizations
- e. Food Stamp Employment and Training
- f. Economic Development Organizations
- g. Labor Organizations
- h. Literacy Program Providers
- i. Business Organizations
- j. Networking and Mentoring Organizations
- k. Non-WIA Mandated Federal, State, and Local Governmental Agencies

7. **Outreach and Recruitment:** The Recruitment Plan shall guide the creation of a multi-level, One-Stop promotional kit that includes branding with the Orange County One-Stop system, business stationary, press release templates, media announcements including PSA's (public service announcements) for TV and radio, presentations for new and for existing customers and advertisements for placement in newspapers, business journals, and magazines. Promotional kits and marketing templates shall be approved by the OCWIB prior to its use.

Contractor shall market One-Stop Services and events to ensure that target populations are properly informed. Outreach and recruitment shall also be conducted in order to attract individuals who are in need and would benefit from these services and who meet the eligibility requirements to receive such services as outlined below:

- a. Outreach and recruitment methods may include formal advertising, flyers, brochures, word-of-mouth and other methods of program information dissemination.
- b. Contractor shall ensure that outreach and recruitment are conducted within the jurisdictional boundaries of the OCWIB is coordinated with mandated partners of the One-Stop Center.
- c. All outreach and recruitment materials shall include a statement that indicates it is funded through the County of Orange/Orange County Workforce Investment Board. If other County department or partner funding is involved, materials shall include the department where the additional funding originated.
- d. All outreach and recruitment materials shall be approved by the OCWIB staff prior to publication.

Contractor shall update the current Recruitment Plan on file with the OCWIB to include any new methods of outreach and recruitment being performed, including any special project specific recruitment, and submit to OCWIB by

August 30, 2009. Additionally, significant activities attended by OSC staff should be submitted monthly indicating the type of event, costs if any and the benefit/outcome to the system. Special project recruitments shall not affect formula funds recruitment. The Outreach and Recruiting Plan should demonstrate feasibility, specify strategic plans for programs, personnel, determine media and resources, innovation and define the overall outreach strategy to target populations and others. The OCWIB will review the marketing plan and determine final approval.

Contractor shall work with OCWIB and provide Outreach and Recruitment Plan strategies towards adjustments to marketing in order to maximize One-Stop Center's capacity to provide overall quality services. Any changes in marketing plan shall require review and approval from the OCWIB.

8. **Customer Satisfaction Surveys:** Contractor shall conduct customer satisfaction surveys by:
 - a. Using a consistent implementation method or survey instrument as defined in Information Notice No. 02-OCWDA-65;
 - b. Review surveys within 10 days of receipt;
 - c. Contractor shall maintain a file of completed surveys which shall be made available to the OCWIB upon request; and
 - d. Keep the identity of survey respondent confidential.

II. SERVICES

A. **Services to be Provided to Job Seekers:** Contractor shall manage and provide the three tiers of service identified in the Workforce Investment Act of 1998 and described in the Federal Register. The three tiers of service include: **core services** universally available to all job seekers; **intensive services** for job seekers that require staff assistance beyond core services to secure employment; and **training services** for customers whose assessment results indicate a need for academic or occupational skills training. All customers accessing intensive and training services shall be determined WIA eligible and shall participate in an assessment. Availability of funds in conjunction with customer need and eligibility guidelines, including the Priority of Service Policy 06-OCWDA-02 shall determine the combination of services appropriate for individual customers.

1. **Orientation:** The Contractor shall provide a general Orientation that informs individuals of the full array of services available, including all partner services conducted at the One-Stop Center and any other resources necessary to conduct a quality job search. The Orientation shall include a complete overview of the processes and procedures Customers can expect as they proceed through the One-Stop System.

The frequency of these orientations, as well as all workshop offerings, shall be included in a master calendar and published on a monthly basis for the public. The master calendar shall also be provided to the OCWIB each month. Most clients should receive an orientation on first day of their visit to the center via electronic means, staff assistance, or group orientations.

Contractor shall develop a virtual orientation via the comprehensive One-Stop Center website as well as a video presentation that may be viewed at the One-Stop Center. Draft script shall be due to the OCWIB for review on July 31, 2009. Based on timely OCWIB approval, final product shall be delivered on or before August 31, 2009. For customers with limited literacy and/or limited English, the One-Stop shall provide one-on-one orientations and workshops.

2. **Assessment:** Initial assessments may be self-service or staff-assisted. The assessment may be Internet based and/or using other assessment tools identified by the Contractor. Contractor will provide OCWIB with names of products and assessments and purpose for its use and when it will be implemented. These tools shall assist the Customer in identifying the appropriate employment or training area which best suits their abilities and needs.

Contractor shall have the ability to provide a comprehensive assessment to enrolled customers who are assigned to a Workforce Specialist during the intensive phase of services. Comprehensive Assessment is an objective evaluation of academics, employment skills, barriers to employment and supportive services needs. The depth of the assessment may vary depending on the needs, and the nature of employment barriers of the customer.

Assessments, which have been conducted by another partner, may be used as documentation of this assessment. The Workforce Specialist may decide that additional tools/tests are necessary to determine the customer's occupational interest or to determine reasons for the lack of success in finding employment. This process may be done through observation and/or a detailed interview.

3. **Individual Employment Plan:** An Individual Employment Plan (IEP) shall be developed for each customer registered in intensive services. This plan is a standardized document and serves as the "road map" and action plan for services. As the needs of the customer change, the IEP shall be modified to reflect these changes. Guidelines for IEP are contained in 08-OCWDA-25.
4. **Case Management:** The Contractor shall provide case management services to all individuals who receive registered core, intensive and/or training services. Case management is considered a key component of service delivery and is critical to the ultimate success of the customers. Case management is necessary to ensure that all of the needs of the customers are met and that information is collected and reported..
 - a. Workforce Specialists shall be knowledgeable of the Orange County One-Stop System, program eligibility, Labor Market Information, OCWIB Policies and Procedures, Industry Clusters and vocational assessment instruments. All Case Managers shall be able to provide a high level of service assisting One-Stop clients in the Resource Room, provide intensive case management, determine support services needs, and

provide assistance during job search and following placement, as needed.

Case managers should be cross trained in all programs in order to leverage funds as well as meet the minimum mandatory threshold of approximately 80 clients per case manager at all times. Case managers should be provided training to increase their skill level including but not limited to items such as computer literacy, communication, writing, presentation and workshop skills and techniques.

Case managers who are only providing case management services shall maintain a case load of 100:1 others who are also providing workshops and orientations can maintain the minimum 80:1 ratio. Detailed job descriptions and duties are requested in item III D of this Statement of Work.

- b. Contractor shall contact their customers at least once per month and provide a substantial service, as described in TEGL 17-05. Documentation of these services shall be kept current in the customer's file and documented on the IEP as appropriate.
 - c. Contractor shall be responsible for tracking the customer's progress, assisting the customer in identifying and overcoming any barriers, providing career and motivational counseling, acting as an advocate on behalf of the customer and referring the customer to other resources that can meet the needs identified in the IEP.
 - d. Contractor shall use the information collected to submit MIS paperwork for input in to the JTA system. This information shall be submitted in a timely manner in accordance with Informational Notice 06-OCWDA-04.
 - e. Contractor shall monitor all program services and ultimately performance outcomes.
 - f. Contractor shall be responsible for assisting the customer in obtaining and retaining employment.
5. **Workshops:** Contractor shall offer a wide range of informational workshops to both universal access and registered WIA customers. A schedule of workshops shall be developed to enhance individualized services being provided and shall be included on the monthly calendar along with the orientation schedule. The intent of these workshops is to provide the knowledge and skills necessary to identify potential jobs, apply for a job, interview for a job and handle difficult situations that may arise after hire to ensure successful job retention.

Topics for the workshops may include, but not be limited to, the following:

- a. Get to Know Your One-Stop Center
- b. How to Write a Winning Resume
- c. Interview Techniques and Tips
- d. Discover Your Transferable Skills

- e. How to Use the Internet in Your Job Search
- f. Job Readiness Informational Workshop
- g. JS4UI (Job Search for Unemployment Insurance)
- h. Interpersonal Communication at Work
- i. Team Building
- j. Coaching for Improved Performance
- k. Business Writing
- l. Basic Computer Skills
- m. Verbal Communication for Working Professionals
- n. Navigating Technology at Work
- o. Valuing Diversity at Work
- p. Effective Listening

All training above shall be conducted at each center equally to ensure consistent services between the two centers—when not possible, the Contractor shall notify County—and County will work to resolve or relieve Contractor of requirement based on mutually understanding of community needs. Contractor shall work closely with all partners to share in the development and execution of workshops offered to offset staffing costs and time.

Contractor shall develop post-employment services to enhance job retention. Retention Services must commence immediately upon a client's entry into unsubsidized employment. Frequency and intensity of these services shall vary for each case.

The master workshop schedule shall be developed keeping in mind that customers may attend school or work during the day, leaving evenings or weekends as the only time available to attend therefore workshops should be scheduled during non traditional hours. The Center shall always have a back-up facilitator in the event a staff member is sick or on vacation. Workshops shall not be cancelled once the monthly calendar has been published.

6. Resource Room for Universal Access Core Services:

- a. Each Comprehensive One-Stop Center shall have a **Resource Room** dedicated to self-service activities. The Resource Room shall house computers with internet access, appropriate software to create letters, résumés and job applications, email capability, and computer software for customers to engage in self-learning activities. Shared printers shall accompany the computers. A phone bank area shall be arranged in such a way that individuals may talk privately to employers with minimal noise and distraction. At minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Resource Room shall be equipped with fax machines and copier(s) completely accessible to the

public with written instructions for use. This equipment shall only be used for appropriate job search activities.

- b. **Special equipment** shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally the physical layout of the room shall meet ADA requirements.
 - c. Contractor shall staff the Resource Room to provide labor market and job information, to answer questions, and provide assistance in operating equipment and using software as well as identifying those in need of additional services and possible enrollment. Partners may cover staffing of the Resource Room. All Staff in the Resource Room shall have the ability to provide basic information on all partner programs participating in the One-Stop (including those Partners electronically linked and/or physically located outside the Center). Cross training shall be provided to all staff. This responsibility may be shared by Staff from partner agencies.
7. The Operator is responsible for adding to the potential services or "toolbox" in all levels of service (Core, Core-Registered, Intensive, Training, etc. listed below. Additions should be mentioned in the monthly reports.
8. **Core Services:** A standard menu of services, as required by the WIA, shall be offered to customers. Core Services shall include:
- a. Outreach , intake and orientation to the One-Stop System;
 - b. Computer assisted assessment of skill levels, aptitudes, abilities, interests and values;
 - c. Information on community resources;
 - d. Information on the eligibility requirements for all partner employment and training programs;
 - e. Local, regional and statewide labor market information;
 - f. Information on apprenticeship and employment programs;
 - g. Information on financial aid, including unemployment compensation;
 - h. Information on certified education and training providers as well as local performance outcomes of service providers;
 - i. Information on supportive services;
 - j. Informational Workshops;
 - k. Orientation to personal computers for access to self-directed services, such as how to access the Internet or navigate through specialized resume software; and
 - l. Follow-up activities, including reassessment services, when needed.
9. **Core (Registered) Services:** A standard menu of services, as required by the WIA, shall be offered to customers including:

- a. Job search assistance workshops, career information, and career guidance;
 - b. Job matching and referral;
 - c. Job Clubs;
10. **Intensive Services:** Contractor shall provide intensive services to WIA eligible Adults and Dislocated Workers who are unemployed and unable to obtain employment through Core Services. Services may also be made available to Adult and Dislocated Workers who are employed, but who are determined to be in need of intensive services to obtain or retain employment that allows for a path to self-sufficiency.
- a. Staff assisted, comprehensive assessment of skills, abilities and interests;
 - b. Development of the prescribed OCWIB Individual Employment Plan (IEP);
 - c. Individual Guidance and Career Planning;
 - d. Case Management;
 - e. Short-term prevocational and stand alone services which may include adult basic education, ESL, GED, basic computer literacy, skills enhancement, interviewing skills and soft skills;
 - f. Paid/Unpaid Work Experience;
 - g. Job Retention Services during Follow-Up.

This list is not all inclusive of the services that may be provided under the WIA. However, they are the mandated services for the Orange County Workforce Investment Area. Other services may be provided based on the needs of the customer with approval of the OCWIB.

11. **Training Services:** Some customers may need training services designed to equip them to enter the workforce and retain employment. Training services may be provided to WIA eligible Adults who meet the Priority of Service Policy as outlined in Informational Notice 06-OCWDA-02. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in Informational Notice 03-OCWDA-12 may also be eligible to receive training services.

Contractor shall be responsible for referring each individual to the most appropriate activity as determined from the IEP. Not every customer will need or desire training. Training activities are for those individuals who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent. The categories below list the training services that shall be made available to individuals showing an assessed need.

Contractor shall seek other non-WIA funded training and shall use Pell Grants to offset WIA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the Contractor ensures that the

Pell Grant has been applied for and has evidence of documentation in the case file. Other non-WIA funded training offered by a community college, adult education and/or ROP is strongly encouraged.

Training services may include some or all of the following:

- a. **Skill Upgrading and Retraining;**
- b. **Private Sector Training Programs;**
- c. **Job Readiness Training** (training in job searching and interviewing skills, understanding employer expectations and enhancing customer's capacity to move forward to self-sufficiency);
- d. **Adult Education and Literacy Activities** that are integrated with other training services;
- e. **Registered Apprenticeships** (a combination of on-the-job training and related classroom instruction) in which workers learn the practical and theoretical aspects of a skilled occupation. Apprenticeship programs may be sponsored by joint employer and labor groups, individual employers, and/or employer associations.
- f. **Occupational Skills Training** shall be offered through **Individualized Training Accounts (ITA)**. ITAs permit a wide range of choices to customers and are locally monitored to offer training in demand occupations.

The ITA is established on behalf of the individual, and is based on individual assessment and choice of selected training programs that will facilitate them in obtaining employment in a high-growth, high-demand occupation. An ITA will be issued only after being approved by the OCWIB. The OCWIB's local ITA policy requires that only those participants residing in Orange County, including Anaheim and Santa Ana, are eligible to receive an ITA, provided that they meet all other criteria. Currently, the OCWIB has a tuition cap of \$6,500 per participant for one training program. If the training program tuition is less than \$6,500, the remaining balance shall not be used for an additional training program. If the training program cost exceeds \$6,500, it is the responsibility of the participant to obtain additional funding. The duration of the training program shall not exceed 24 months. Exception: a participant requiring a break in service will be able to continue their approved training program upon re-entry to the program, with the total training time to not exceed 24 months. The participant shall not receive WIA funded training if he/she has received WIA-funded training within the previous 24 months.

- g. **Customized Training** is designed to meet the special requirements of an employer, and is conducted with a commitment by the employer to hire or in the case of employed workers, continue to employ, an individual on successful completion of training. The employer pays for not less than 50 percent of the cost of the training.

h. **On-the-Job Training (OJT)** contracts may be developed under this Agreement with an employer in the public, private non-profit or private-for-profit sector. Through the OJT contract, occupational training will be provided to WIA participants in exchange for reimbursement of up to 50 percent of the wages to compensate for the employer's extraordinary costs. Contractor shall reimburse employer for services provided under the on-the-job training contract directly from their program budget.

Contractor shall not enter into an Agreement with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.

12. **Supportive Services:** Contractor shall coordinate and manage the provision of supportive services to WIA registrants (formula only), subject to limitations in the Act and OCWIB Information Notice No. 08-OCWDA-27. 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 to ensure fair distribution and non-duplication of resources. Contractor shall maintain adequate supporting documentation and receipts in Participant files (OMB circular 87 (c) (1)).
13. **Supportive Services for ARRA Participants** shall be referred to the One-Stop ARRA Supportive Services Provider.
14. **Job Placement:** Contractor shall provide job listings and referrals to assist core services customers with finding a job in coordination with the Employment Development Department (EDD), Business Services and other partner staff. The Contractor shall provide more intensive job placement assistance to each customer that advances to intensive and training services. This may include coordinating with a local education agency's placement staff if the customer is enrolled in training at that institution, providing or entering job leads into CalJOBS, specific job development and job matching.
15. **Job Retention and Follow-Up Services:** Retention and follow-up services are pivotal to the employment success for customers and the attainment of the performance standards as defined in Exhibit C of this Agreement. Following placement, follow-up services shall be made available for a minimum of twelve-months after the first day of employment, as necessary and appropriate.
16. **Business Services Connection:** Contractor shall collaborate with Orange County Businesses Services Contractor to ensure that One-Stop Participant services and program goals are aligned with business services; expanding the overall effectiveness of the Orange One-Stop System linking businesses to job-seekers and job-seekers to businesses.

- a. Client Job Match:** Contractor shall work with Business Services in developing a consistent pool of eligible job-ready clients that will match available open employment positions from local companies, agencies, businesses or entrepreneurs. Contractor Case Managers shall be ready to provide as needed, professional resumes, and provide client information about these opportunities. Each enrolled job ready client must have an electronic resume available for access on a shared drive/system accessible by the Business Service Staff at all times. It is the responsibility of the OSC to ensure the database is updated and accurate. The Case Managers are ultimately responsible for connecting with and following up with the BSC staff for placement services as necessary. The BSC staff is also responsible for marketing clients in need of work to the businesses as a service to the business. Clients shall be informed that during their job search, their resumes will be distributed to specific employment opportunities that match client's experience, skills and qualifications. Contractor shall ensure that all WIA intensive services (job ready) customers are specifically linked with BSC staff.
- b. Rapid Response Participation:** Contractor shall assist and/or participate with Business Services Contractor's Rapid Response activities. Business Services and Contractor shall work cooperatively to follow-up and track Participants visiting the One-Stop Centers as a result of a Rapid Response event and if enrolled be properly recorded in MIS.
- c. Job Fairs, Hiring Events:** Contractor shall work in partnership with Business Services and participate in local and regional Job Fairs, Informational Expos, and other employment events. Information about these events shall be available at the One-Stop Centers as well as on the One-Stop website. Contractor shall work with Business Services to determine which registered clients might be best suited to attend a specialized event. Contractor Staff shall provide information and track clients attending these employment events.

III. SERVICE STANDARDS

- A. Hours of Operation:** The OCWIB reserves the right to mandate hours of operation that will most effectively serve the needs of its customers. The Contractor shall ensure that arrangements are made to keep service delivery available throughout the holiday seasons with limited closings as detailed below for major holidays. To the greatest extent possible, Contractor shall coordinate schedules with other partners to leverage staff time and eliminate overtime hours.

Hours of Operation	
Monday, Tuesday, & Friday	8:00 a.m. – 5:00 p.m.
Wednesday and Thursday	8:00 a.m. to 7:00 p.m.
Saturday	8:00 a.m. to 12:00 p.m.

Days and Dates of Closures	PY 09-10
Saturday, July 4, 2009	Independence Day
Monday, September 7, 2009	Labor Day
Tuesday, October 12, 2009	Columbus Day
Wednesday, November 11, 2009	Veteran's Day Observed
Thursday, November 26, 2009	Thanksgiving Day
Friday, November 27, 2009	Day after Thanksgiving
Friday, December 25, 2009	Christmas Day
Friday, January 1, 2010	New Years Day
Monday, January 18, 2010	Martin Luther King Jr. Day
Monday, February 15, 2010	President's Day
Monday, May 31, 2010	Memorial Day

- B. Physical and Program Access Self-Assessment at the One-Stop Center:** The One-Stop Center shall meet all requirements regarding compliance with State and Federal disability laws and procedures ensuring a welcoming and universally accessible physical and program environments for all customers. The One-Stop Center shall complete and adhere to the National Equal Opportunity Self-Assessment Guide. The One-Stop Center staff shall be required to attend training in program access for customers with disabilities and access to employment programs and services for the disabled.
- C. Special Requirements:** Special equipment for the disabled shall also be available for those customers who are hearing and seeing impaired. Auxiliary aids and services should be available upon request to individuals with disabilities. The physical layout of the room shall meet ADA requirements (including wheelchair accessibility).
- D. One-Stop Center Staff:** Contractor shall staff One-Stop Centers with professional individuals complementing all services and programs available. Contractor shall submit by July 31, 2009, an organizational chart, a service flow chart (including job titles), and submit job descriptions and specific duties for all positions. Contractor shall submit any updates if there are any organizational changes.
- E. Caseloads:** Contractor shall maintain caseloads at no less than 80 active cases per Full Time Equivalent (FTE) throughout the program year. This caseload shall include those in registered core, intensive and training activities. The OCWIB shall not consider exited clients or clients with gaps in service as active. Case Management ratio shall be applicable for all programs – both WIA funded and non-WIA funded. Staff should be cross trained in order to better leverage resources.
- F. Partner Relations/Cross-Training:** Contractor shall provide a seamless working environment when offering services to customers. Partner Managers

shall meet on a quarterly basis to discuss Center operations and solidify their responsibilities to the One-Stop System. Cross-training of all Center staff shall occur whenever possible so that all staff positions at the Center can be overseen by any given partner agency in the event that a specific partner is unavailable.

G. Staff Training: Contractor shall be responsible for the coordination and/or facilitation for Staff to receive training in EDD's CalJOBS systems. These programs will enhance effective collaboration of services to our customer pool as well as provide more uniform data.

H. Website and Website Tools: Contractor shall maintain a website to allow customer's access to information about services and programs that are available through the One-Stops. Contractor shall review content on a regular basis to ensure information is accurate and up to date. Contractor shall develop a methodology with the tools necessary to track website usage to be reported at WIB committee meetings as requested. New virtual tools shall be tested first for relevance, efficiency and overall benefit to users. All virtual resources and tools as well as design and layout changes shall be approved by the OCWIB prior to launch.

I. Printed Material: Printed material and other information at the One-Stop 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 marketing material shall be submitted to the OCWIB for approval, prior to use.

J. 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 indicated. If the Contractor does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is 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 taglines:

'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; WIAD01-21]

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 tagline 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 _____. Please call 48 hours in advance to allow the One Stop Center to make

reasonable arrangements to ensure accessibility to this _____ (meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]

- K. Internal Monitoring:** Contractor shall be responsible for internal monitoring which includes, but is not limited to, a quality assurance system to review case files, performance rosters, crystal report rosters and potential gaps in service delivery. Internal Monitoring shall include a process to address findings, corrective actions and follow-through of corrective action plans. Case loads falling below requirement shall be reported to management staff. Management staff is responsible for the distribution of caseloads. Quality and consistency of service between case managers and centers is essential.

IV. PERFORMANCE

- A. Performance Measures:** The Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop system. The Contractor shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Agreement. At a minimum, Contractor shall meet all performance as outlined in Exhibit C and in the narrative of the contract.

Contractor's performance 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. Gaps in service delivery shall be evaluated quarterly. Contractor shall ensure that participant activities remain uninterrupted in accordance with TEGL 17-05.
3. Follow-up forms shall be required if employment status of the customer is confirmed through supplemental information. Follow-up forms reporting this supplemental information shall be filed for specific quarters applicable to the measures.
4. Performance on the mandated measures shall be evaluated quarterly.
5. All participant activities reported in JTA forms shall be submitted in a timely manner (in accordance with OCWIB Information Notice, 06-OCWDA-04, MIS/JTA Procedures for Data Entry, Reporting and Timelines for WIA Programs and EDD State Information Notice WSIN 08-17, Late Monthly, and Quarterly Participant Reports).
6. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of the Agreement with the County of Orange.
7. Contractor shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with County.

B. File Maintenance and Documentation: A case file shall be maintained for every registered customer.

1. At a minimum, the case file shall include information and documentation of the following:
 - a. Program eligibility/determination of need;
 - b. MIS forms, including source documents for validation;
 - c. The individual's MIS records shall be completed at first, second, and third quarter after the client exits from the program. Contractor shall follow all written policies and procedures pertaining to MIS submission of paperwork.
 - d. Contractor shall document in the customer's file employment in the first, second, and third quarter after exit through one of the following sources: UI wage records, WRIS, supplemental data sources as defined in TEGL 17-05 or through the State of California's management information system.
 - e. Initial and Comprehensive Assessments;
 - f. IEP, including all updates of services provided and completed;
 - g. Approved ITA voucher if receiving training;
 - h. Progress reports, time and attendance if receiving WIA and non-WIA funded training (including short-term pre-vocational training);
 - i. Printed Case management notes.
 - j. All components of the data validation tool referenced in DOL TEGL 9-06 and any subsequent updates.

C. Corrective Action Plans: Performing at or below any individual performance measure for any quarter shall be subject to the following corrective action:

1. Technical assistance and assessment of the causes of the low performance;
2. Development and implementation of appropriate Corrective Action Plan(s) to ensure contract compliance; and
3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s).
4. Contractor's performance trends and corrective action plans will be critical to decisions regarding Agreement 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 County of Orange. All Corrective Action Plans shall include a date for responding to observations, questions, concerns and findings. Reoccurring issues will be met with stronger sanctions.

D. Common Measures: Contractor shall comply with the Common Measures as defined in TEGL 17-05.

E. MIS Submission/Reporting: Contractor shall adhere to MIS procedures for data entry, timelines and reporting requirements (Information Notice No. 06-OCWDA-04 revised and subsequent updates and EDD Information Notice WSIN08-17) including the completion of appropriate forms and information related to program performance as required. Contractor shall submit timely MIS paperwork to the OCWIB for input into the JTA system. All JTA forms shall be typed and complete using the most current template forms or they shall be returned to Contractor. No faxed or e-mailed paperwork will be accepted. Mandatory review and approval is required on all paperwork submitted to the OCWIB.

1. All updates and corrections shall be clearly identified.
2. All incorrect and/or incomplete forms shall be returned to the Contractor for re-submittal.
3. ITA vouchers shall be submitted to the OCWIB along with the corresponding MIS enrollment form.

Contractor shall have a scanning system in place to track Universal customers and services received at the One-Stop Center Core Area. Contractor shall implement this tracking System by September 2009. Final product will be available for and approval by OCWIB prior to implementation.

F. WIA Base Wage Report: Contractor shall provide supplemental data for "Exiters" not found in the UI Base Wage File. Contractor shall be responsible for submitting all supplemental data (1st, 2nd, and 3rd quarters) within seven (7) business days of the report being mailed to Contractor or within specified timeframes requested by the OCWIB. Contractor shall be responsible for analyzing MIS reports to verify data and performance compliance.

V. DELIVERABLES:

A. Deliverables: Limited funding and limited fund life requires that expenditures and customer 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. Routine monthly and quarterly written reports, such as those mentioned in this Exhibit are due by the tenth day of the month following the month being reported on. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds. Contractor shall submit the following reports and data as detailed within this Exhibit and summarized in Exhibit C.

1. Monthly invoices are due to the OCWIB by the twentieth day following the month being reported.
2. One copy of each Cost Sharing Agreement of each partner as outlined in section I.B.5 (page 4)
3. Outreach and Recruitment plan as outlined in section I.B.7 (page 5)
4. Customer Satisfaction Survey as outlined in section I.B.8 (page 6)

5. Contractor shall provide monthly One-Stop Activity Reports which shall include:
 - a. Monthly One-Stop Calendar
 - b. Staff training; date, description, location, and number of attendees
 - c. Universal Statistical Data detailed by location for each month, quarter and total year:
 - i. Total Visitors
 - ii. Total Unique Visitors
 - iii. Total Workshops and Total Attendees per Workshop
 - d. And all other specified items required for monthly reports within this Statement of Work
6. Website design, layout and content as outlined in section III.H (page 15)
7. MIS Forms as outlined in section IV.E (page 18)
8. 1st, 2nd, 3rd Quarter Base Wage Report as outlined in section IV.F (page 15)
9. One-Stop Tour Script I.B.3 (Page 2)
10. Scan Card System for Universal Customers and Services Tracking IV.E (page 19).
11. Deliverables for Special Programs are outlined within their respective sections as indicated below in sections VI. A.5.(page 26) VI. B.4 (page 28) and VI.C.4 (page 30).

VI. SPECIAL PROGRAMS

A. American Recovery and Reinvestment Act of 2009 (ARRA)

The American Recovery and Reinvestment Act of 2009 (ARRA) provides significant increases to WIA programs operated at the local level. Supplemental funding for the Adult and Dislocated Worker Programs will provide a broader array of services and resources as well as extended hours of operation. Separate budgets for each funding stream and separate Performance Matrices are attached to this Agreement, incorporated within Exhibit D and Exhibit C, respectively. All federal, state, and local WIA rules and regulations apply to services funded through ARRA. Enhanced supportive services and training options shall be funded through other mechanisms and made available to ARRA participants enrolled through the One-Stop Centers. There shall be a seamless delivery system between ARRA and formula programs. All clients shall be served in the most effective, efficient and rapid manner.

B. Title V of the Older Americans Act of 1965

1. **Senior Community Service Employment Program (SCSEP):** The SCSEP-OC provides, fosters, and promotes useful part time training opportunities in community service assignments for low income persons who are 55 years of age or older and assists the transition of program enrollees to other unsubsidized employment opportunities.

2. **Duties and Activities:** Contractor shall adhere to all policies and procedures as described in the Senior Community Service Employment Program (SCSEP) Manual as issued by the California Department on Aging. At a minimum, the Contractor shall perform the following duties/activities:
 - a. Recruit host agencies from cluster related industries.
 - b. Determine participant eligibility. Collect and review documentation necessary for registration and enrollment.
 - c. Conduct Initial Assessment and Individual Employment Plan. Contractor shall update the plan as often as necessary but at a minimum of twice a year.
 - d. Approve Job Assignment Descriptions and execute Host Agency Agreements.
 - e. Collect, review and submit all participant timesheets to the SCSEP-OC Project Director. Due dates for the entire year are posted and distributed in advance.
 - f. Provide orientation for each participant prior to the first day at the Host Agency.
 - g. Conduct and document annual performance evaluations for each SCSEP-OC participant and Host Agency. Conduct and document safety consultations.
 - h. Submit annual re-certification of eligibility every year. Contractor will ensure that re-certifications are completed prior to participant's anniversary date.
 - i. Conduct Quarterly meetings with SCSEP-OC participants to review procedures and update program changes.
 - j. Conduct Annual Meeting with Host Agency Supervisors to review procedures and update program changes.
 - k. Maintain and update participant files and all required documents.
 - l. Track client participation to ensure that the maximum 1,040 hours of combined work experience, training and meetings threshold is not exceeded.
 - m. Coordinate with WIA related activities that include, but are not limited to, co-enrollment in WIA programs and job development activities.
 - n. Place participant in unsubsidized employment.
 - o. Meet all the performance requirements as outlined in Department of Labor's TEGL 30-06 (and subsequent updates).
 - p. Meet all timelines, in accordance with data entry, timelines and reporting requirements (Information Notice No. 06-OCWDA-04 revised and subsequent updates).
3. **Enrollment and Placement:** Contractor shall provide placement of a SCSEP participant in a position to receive subsidized work experience

and/or training. The total maximum number of hours for work, training and/or meeting time per participant shall be 20 hours per week or 40 hours per pay period. Training and/or meeting time is limited to ten hours per pay period for a twelve-month assignment. These hours are subject to change depending upon funding availability.

4. **Monitoring:** Contractor shall:

- a. Interview, monitor, and document the progress of each SCESP-OC participant personally, at the work site annually, and more frequently as appropriate. Interview the participant to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment.
- b. Interview, monitor and document the Host Agency Supervisor, at the work site annually, and more frequently as appropriate. Interview the Supervisor to discuss the possibility of hiring the participant, whether he/she is satisfied with the work being performed by the participant and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the participant in an assignment with more responsibility or providing training that will make the participant more employable.
- c. Conduct and document work-site, health and safety evaluations annually.

5. **Deliverables:** Contractor shall prepare and submit:

- a. Monthly invoices are due by the twentieth day of the following month.

C. CalWORKS Welfare to Work (WTW) Employment Services Program

1. **On the Job Training (OJT) and Work Experience (WEX) Program :** The OJT/WEX provides job training and work experience activities that will enhance and facilitate opportunities for WTW participants to find and retain stable unsubsidized employment, with the stated goal of assisting these participants in becoming self-sufficient. These services are made available under funding granted by the Orange County Social Services Agency (SSA) under the CalWORKs program.

OJT is a training activity where occupational training is provided by an employer to a participant in exchange for a reimbursement of up to 50% of the wage rate to compensate for the employer's extraordinary costs. This program will reimburse up to 50% of the wages for 40 clients for up to 4 months at approximately \$10 per hour.

WEX is a planned, structured learning experience that takes place in a workplace for a limited period of time and is designed to provide exposure to the working world and its requirements. The WEX worksite may include public, private profit or not-for-profit organizations. The duration of the program shall not exceed four (4) months. To ensure employers' conformance to the worksite agreement, staff shall conduct worksite

monitoring on a regular basis. This program shall provide paid work experience for 40 participants for up to 4 months at approximately \$8 per hour depending upon the type of job.

2. Population to be Served: The following criteria shall be used to identify Participants who are referred for on-the-job training and work experience activities:

- a. Participant has completed their established 18 or 24-month time period and is unemployed or has not found unsubsidized employment sufficient to meet the minimum number of required hours of participation;
- b. The County has certified that no job is currently available to fulfill the minimum required hours of participation. The participant shall continue to take all steps to apply for appropriate positions and shall not refuse an offer of employment without good cause;
- c. Participant continues to meet financial eligibility criteria for the program;
- d. Participant lives in Orange County including Santa Ana & Anaheim; and
- e. Participant is in need of on the job training and or work experience activities in order to assist them to achieve self-sufficiency.
- f. This population shall consist of individuals who have complied with their WTW Plan, but have not achieved the goal of self-sufficiency. These participants may have significant barriers to securing employment. These issues might include:
 - i. physical health;
 - ii. behavioral health;
 - iii. language and/or culture;
 - iv. education;
 - v. learning or developmental disabilities;
 - vi. socialization skills; and
 - vii. previous criminal convictions

3. Responsibilities:

- a. Contractor shall serve all Participants referred by SSA for OJT/WEX Activities.
- b. Contractor shall meet with the Participant and coordinate enrollment in the agreed-upon activity. It is the responsibility of the Contractor to work with the designated employers and assign the participant to an appropriate worksite. Contractor shall refer participant back to SSA for supportive services case management needs.
- c. Contractor shall ensure that all services are conducted in a manner that is sensitive to literacy, language, and socio-cultural issues that may impact the participants.

- d. Contractor shall monitor the progress of the participant through regular contact with participant and employer.
- e. Contractor shall consult with the WTW Case Manager on a bi-weekly basis, or as often as necessary. Feedback to participants on their performance shall be consistently provided and documented in the case record.
- f. Contractor shall maintain a file for each participant, which shall include, but not be limited to Referral Form, OJT/WEX Assessment, WTW Plan, Attendance Records, and detailed case notes.
- g. Contractor shall inform SSA WTW Case Manager of suspected welfare eligibility or supportive services payment fraud.
- h. Contractor shall participate in meetings that will be held quarterly, or more frequently, if needed to address service delivery issues.
- i. Contractor shall follow State regulations, SSA policies and procedures of the OJT/WEX Program, and collect and report data per State and SSA directives.
- j. Contractor shall retain all documents for three years from the termination of this Agreement, or until all federal and State audits are completed, which ever is later.

4. Deliverables:

- a. Contractor shall provide, by the fifth (5th) of each month, a status report for the preceding month, in a format approved by SSA.
- b. Contractor shall submit its invoice by the twentieth (20th) calendar day of every month for expenses incurred in the preceding month, with the exception of the month of June, for which the final invoice shall be recorded by June 14, 2010, to allow sufficient time for SSA to complete its State claiming process. No payments will be made if received after June 14, 2010.
- c. Contractor shall comply with any and all State and Federal programmatic and fiscal claiming guidelines developed for the use of funds, including Federal sub-recipient monitoring and reporting requirements.
- d. Contractor shall comply with all the reporting requirements of the program.

EXHIBIT C
TO AGREEMENT FOR WIA COST REIMBURSEMENT AGREEMENT
JULY 1, 2009-JUNE 30, 2010

WIA/ARRA PERFORMANCE

CONTRACTOR has agreed to provide employment and training services to WIA/ARRA Disadvantaged Adult, Dislocated Workers, and Special Programs as specified in Exhibits A and B of this Agreement. CONTRACTOR shall submit the following deliverables on the specified due dates:

Deliverable	Due Date
Operating Agreements with One-Stop Center(s) Partners [I.B.4 (page 3)]	July 31, 2009
One-Stop Tour Script [I.B.3 (page 2)]	July 31, 2009 and as changes apply
One copy of each Cost Sharing Agreement for Each Partner [I.B.5 (page 4)]	September 30, 2009
Outreach and Recruitment Plan [I.B.7 (page 5)]	August 30, 2009
Customer Satisfaction Surveys [I.B.8 (page 6)]	Quarterly-to be available upon request
One-Stop Center Staffing Chart [III.D (page 15)]	July 31, 2009
Website Design, Layout and Content [III.H (page 16)]	10 business days prior to launch of any significant revisions
Internal Monitoring Procedures and Schedule [III.K (page 17)]	As requested
Base Wage Report (4 Quarters of Data) [IV.F (page 19)]	Approximately 2 weeks after base wage submission or as requested by MIS
MIS Submission Forms [IV.E (page 19)]	Adhere to Informational Notice 06-OCWDA-04 (and subsequent updates) for timeliness and reporting requirements
Monthly One Stop Activity Report [V.A.5 (page 20)]	5 business days post-month end (excluding Monthly Calendar)
Invoices [V.A.1 (page 19)]	20 th of each month
Scan Card Tracking System IV.E (page 19)	September 2009
Senior Community Employment Program (SCSEP)	Due Date
Invoices [VI.B.5.a (page 22)]	20 th of each month
On the Job Training (OJT) and Work Experience (WEX) Program	Due Date
WIB Monthly Activity Stats [VI.C.4.a (page 24)]	5 th of each month
Invoices [VI.C.4.b (page 24)]	20 th of each month

WIA PERFORMANCE **Disadvantaged Adult Program PY 2009-10**

Cumulative

I. WIA ENROLLMENTS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. New Enrollments	41	82	123	162
B. WIA Carryovers from Prior Program Year	106	106	106	106
C. Total Enrollments (A+B=C)	147	188	229	268

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. WIA Registered Core Enrollments	147	188	229	268
B. WIA Intensive Enrollments	118	150	183	214
C. WIA Training Enrollments	94	75	92	107

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. Total Exits	34	69	104	134
B. Entry into Unsubsidized Employment ₁ B=(A)*(.825) Q1 after exit	29	57	86	111
C. Retention in Unsubsidized Employment at six months ₂ D=B*(.855) Q2 and Q3 after exit	25	49	74	95
D. Average Earnings in six months ₃ (\$15,220)	\$15,220			

1 The Performance Standard for this measure is 85% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 87% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$15,820 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings)

A. Attainment of recognized credential relating to achievement of educational or occupational skills ₁ (.62) Q3 after exit	62%	62%	62%	62%
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1 The Performance Standard for this measure is 62% of participants who exit and who received training services must receive a credential in the third quarter after exit.

IV. PERFORMANCE MEASURES	
	Disadvantaged Adult
Entered Employment	82.5%
Retention	85.5%
Average Earnings	\$15,220

Credential/Certificate Rate	62%
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V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/09 to 06/30/10
Total Exiters	04/01/09 to 03/31/10
Adult Performance Measures	
Entered Employment Rate	10/01/08 to 09/30/09
Employment Retention Rate	04/01/08 to 03/31/09
Average Earnings	04/01/08 to 03/31/09

Credential/Certificate Rate	10/01/08 to 09/30/09
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**WIA PERFORMANCE
ARRA Adult Program PY 2009-10**

Cumulative

I. WIA ENROLLMENTS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. New Enrollments	20	40	60	79
B. WIA Carryovers from Prior Program Year	9	9	9	9
C. Total Enrollments (A+B=C)	29	49	69	88

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. WIA Registered Core Enrollments	29	49	69	88
B. WIA Intensive Enrollments	23	39	55	70
C. WIA Training Enrollments	12	20	28	35

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. Total Exits	11	22	33	44
B. Entry into Unsubsidized Employment ₁ B=(A)*(.825) Q1 after exit	10	19	28	37
C. Retention in Unsubsidized Employment at six months ₂ D=B*(.855) Q2 and Q3 after exit	9	17	24	32
D. Average Earnings in six months ₃ (\$15,220)	\$15,220			

1 The Performance Standard for this measure is 85% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 87% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$15,820 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings)

A. Attainment of recognized credential relating to achievement of educational or occupational skills ₁ (.62) Q3 after exit	62%	62%	62%	62%
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1 The Performance Standard for this measure is 62% of participants who exit and who received training services must receive a credential in the third quarter after exit.

IV. PERFORMANCE MEASURES	
	Disadvantaged Adult
Entered Employment	82.5%
Retention	85.5%
Average Earnings	\$15,220

Credential/Certificate Rate	62%
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V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/09 to 06/30/10
Total Exiters	04/01/09 to 03/31/10
Adult Performance Measures	
Entered Employment Rate	10/01/08 to 09/30/09
Employment Retention Rate	04/01/08 to 03/31/09
Average Earnings	04/01/08 to 03/31/09

Credential/Certificate Rate	10/01/08 to 09/30/09
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WIA PERFORMANCE **Dislocated Worker Program PY 2009-10**

Cumulative

I. WIA ENROLLMENTS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. New Enrollments	84	168	252	333
B. WIA Carryovers from Prior Program Year	212	212	212	212
C. Total Enrollments (A+B=C)	296	380	464	545

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. WIA Registered Core Enrollments	296	380	464	545
B. WIA Intensive Enrollments	237	304	371	436
C. WIA Training Enrollments	119	152	186	218

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. Total Exits	69	138	207	273
B. Entry into Unsubsidized Employment ₁ B=(A)*(.845) Q1 after exit	59	117	175	231
D. Retention in Unsubsidized Employment at six months ₂ D=B*(.92) Q2 and Q3 after exit	55	108	161	213
E. Average Earnings in six months ₃ (\$17,100)	\$17,100			

1 The Performance Standard for this measure is 87% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 92% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$17,300 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

C. Attainment of recognized credential relating to achievement of educational or occupational skills, ₁ *(.71) Q3 after exit	71%	71%	71%	71%
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1 The Performance Standard for this measure is 71% of participants who exit and who received training services must receive a credential in the third quarter after exit.

IV. PERFORMANCE MEASURES	
	Dislocated Worker Program
Entered Employment	84.5%
Retention	92%
Average Earnings	\$17,100

Credential/Certificate Rate	71%
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V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/09 to 06/30/10
Total Exiters	07/01/09 to 06/30/10
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/08 to 09/30/09
Employment Retention Rate	04/01/08 to 03/31/09
Six Month Average Earnings	04/01/08 to 03/31/09

Credential/Certificate Rate	10/01/08 to 09/30/09
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WIA PERFORMANCE ARRA Dislocated Worker Program PY 2009-10

Cumulative

I. WIA ENROLLMENTS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. New Enrollments	82	164	246	328
B. WIA Carryovers from Prior Program Year	20	20	20	20
C. Total Enrollments (A+B=C)	102	184	266	348

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. WIA Registered Core Enrollments	102	184	266	348
B. WIA Intensive Enrollments	82	147	213	278
C. WIA Training Enrollments	41	74	107	139

III. QUARTERLY EXIT PERFORMANCE INDICATORS	07/01/09-09/30/09	10/01/09-12/31/09	01/01/10-03/31/10	04/01/10-06/30/10
A. Total Exits	44	88	132	174
B. Entry into Unsubsidized Employment ₁ $B=(A)*(.845)$ Q1 after exit	38	75	112	148
D. Retention in Unsubsidized Employment at six months ₂ $D=B*(.92)$ Q2 and Q3 after exit	35	69	104	137
E. Average Earnings in six months ₃ (\$17,100)	\$17,100			

1 The Performance Standard for this measure is 87% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 92% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$17,300 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

C. Attainment of recognized credential relating to achievement of educational or occupational skills, $*(.71)$ Q3 after exit	71%	71%	71%	71%
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1 The Performance Standard for this measure is 71% of participants who exit and who received training services must receive a credential in the third quarter after exit.

IV. PERFORMANCE MEASURES	
	Dislocated Worker Program
Entered Employment	84.5%
Retention	92%
Average Earnings	\$17,100

Credential/Certificate Rate	71%
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V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/09 to 06/30/10
Total Exiters	07/01/09 to 06/30/10
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/08 to 09/30/09
Employment Retention Rate	04/01/08 to 03/31/09
Six Month Average Earnings	04/01/08 to 03/31/09

Credential/Certificate Rate	10/01/08 to 09/30/09
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Description of Adult Common Measures (TEGL 17-05)

Entered Employment

*Of those who are not employed
at date of participation:*

of participants who are employed
in the first quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Employment Retention

*Of those who are employed in the
first quarter after the exit quarter:*

of participants who are employed in
both the second and the third quarters
after the exit quarter

DIVIDED BY

of participants who exit during the quarter

Average Earnings

*Of those who are employed in the
first, second, and third quarters after the exit quarter:*

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

PY 2009-10 SCSEP PERFORMANCE MEASURES/GOALS Coast Community College District		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	80
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 176% of 80 = 141)	176%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	89%
Common Measures Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	50.6%
Common Measures Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	77%
Common Measures Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$9,635
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.25

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2009
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies ACSI (American Customer Satisfaction Index)	As prescribed by the state

ARRA-SCSEP PERFORMANCE MEASURES/GOALS, PY 2009-10 Coast Community College District		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	22
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 176% of 80 = 39)	176%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	89%
Common Measures Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	50.6%
Common Measures Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	77%
Common Measures Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$9,635
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.25

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2009
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies ACSI (American Customer Satisfaction Index)	As prescribed by the state

OUTWEX PROGRAM	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Total Participants Served				
New Enrollees	15	36	58	80
Carry-Ins	26	26	26	26
Work Experience	4	4	4	4
On-the-Job Training	22	22	22	22
(New Enrollees)				
Work Experience	11	25	40	55
On-the-Job Training	4	11	18	25
Co-Enrollment with WIA	0	2	4	7
(New Enrollees and Carry-Ins)				
Total Participants Exiting	5	17	59	86
(1) Entered Employment	2	12	35	58
(2) Entered Training	0	0	0	0
(3) Other	3	10	15	28

WIA Budget

Orange County One-Stop Center-Southern Region

FY 09/10

	ADULT	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	59,128	101,139	64,663	224,930
	Benefits	22,529	41,531	26,553	90,613
	Monthly Rent	29,617	17,422	11,034	58,073
	Lease Termination Cost	45,666	26,862	17,013	89,541
	Staff Training	1,137	669	424	2,230
	Printing	1,964	1,155	731	3,850
	Publications/Marketing Material	3,315	1,950	1,235	6,500
	Utilities	3,829	2,252	1,427	7,508
	Meetings / Conferences	1,301	765	484	2,550
	Telephone	1,537	904	572	3,013
	Equipment (under \$5,000)	7,650	4,500	2,850	15,000
	Equipment Lease	1,628	958	607	3,193
	Insurance				
	Professional Memberships	694	408	259	1,361
	Subscriptions	801	471	298	1,570
	Postage	1,928	1,134	718	3,780
	Office Supplies	11,286	6,639	4,205	22,130
	Consultant/Subcontract (under \$10,000)		-	-	-
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		1,586	1,014	2,600
	Other:	8,777	5,163	3,269	17,209
	Operations Related Activities Subtotal	202,787	215,508	137,356	555,651
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services		6,741	4,309	11,050
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	6,741	4,309	11,050
	Program Subtotal	202,787	222,249	141,665	566,701
ADMINISTRATION	Administration:				
	Salaries		116	74	190
	Benefits		45	29	74
	Other: Indirect	5,781	3,401	2,153	11,335
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	5,781	3,562	2,256	11,599
Grand Total		208,568	225,811	143,921	578,300

WIA Budget

Orange County One-Stop Center-Southern Region

FY 09/10

	DISLOCATED WORKER	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	81,916	240,264	141,108	463,288
	Benefits	33,960	98,571	57,891	190,422
	Monthly Rent	61,954	42,593	24,523	129,070
	Lease Termination Cost	83,431	57,359	33,024	173,814
	Staff Training	2,686	1,846	1,063	5,595
	Printing	3,060	2,104	1,211	6,375
	Publications/Marketing Material	10,704	7,359	4,237	22,300
	Utilities	8,721	5,995	3,452	18,168
	Meetings / Conferences	2,256	1,551	893	4,700
	Telephone	4,035	2,774	1,598	8,407
	Equipment (under \$5,000)	16,800	11,550	6,650	35,000
	Equipment Lease	3,976	2,734	1,574	8,284
	Insurance				
	Professional Memberships	1,728	1,188	683	3,599
	Subscriptions	1,296	891	513	2,700
	Postage	1,594	1,096	630	3,320
	Office Supplies	17,391	11,957	6,884	36,232
	Consultant/Subcontract (under \$10,000)		-	-	-
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		2,426	1,424	3,850
	Other:	20,604	14,165	8,156	42,925
	Operations Related Activities Subtotal	356,112	506,423	295,514	1,158,049
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services		16,065	9,435	25,500
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	16,065	9,435	25,500
	Program Subtotal	356,112	522,488	304,949	1,183,549
ADMINISTRATION	Administration:				
	Salaries		359	211	570
	Benefits		140	82	222
	Other: Indirect	12,612	8,671	4,993	26,276
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	12,612	9,170	5,286	27,068
	Grand Total	368,724	531,658	310,235	1,210,617

WIA Budget

Orange County One-Stop Center-Southern Region

FY 09/10

	ADDITIONAL FUNDING	<u>Budget</u> SCSEP-OC
PROGRAM	Operations Activities:	
	Salaries	33,316
	Benefits	15,421
	Office Supplies	811
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Consultant/Subcontract	
	Travel / Mileage	
	Other:	-
	Operations Related Activities Subtotal	49,548
	Direct Client Related Activities:	
	Participant Wages and Benefits	
	Employer Reimbursement/OJT	
	Participant Training Cost	
	Participant Supportive Services	
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	-
	Program Subtotal	49,548
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	-
	Grand Total	49,548

WIA Budget

Orange County One-Stop Center-Southern Region

FY 09/10

	ADDITIONAL FUNDING	Budget OJT/WEX
PROGRAM	Operations Activities:	
	Salaries	88,094
	Benefits	39,931
	Facility Lease	23,143
	Utilities	3,842
	Meeting / Conference	-
	Telephone	2,051
	Equipment (over \$5,000):	
	Equipment (\$1-\$4,999)	
	Equipment Lease	2,122
	Postage	-
	Office Supplies	2,100
	Consultant/Subcontractor	
	Travel /Mileage	-
	Other:	2,213
	Operations Related Activities Subtotal	163,496
	Direct Client Related Activities:	
	Participant Wages and Benefits /WEX	44,000
	Employer Reimbursement/OJT	17,500
	Participant Training Cost	
	Participant Training Cost - WEX	
	Participant Training Cost - OJT	
	Participant Supportive Services	950
	Other:	
	Other - Subtotal	-
	Direct Client Related Activities Subtotal	62,450
	Program Subtotal	225,946
ADMINISTRATION	Administration:	
	Salaries and Benefits	
	Operations	
	Indirect	4,517
	Travel/Mileage	
	Other:	
	Other Subtotal	-
	Administration Subtotal	4,517
	Grand Total	230,463

WIA Budget

Orange County One-Stop Center-Southern Region

FY 09/10

	ARRA- ADULT	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	45,456	29,649	18,956	94,061
	Benefits	15,671	12,136	7,759	35,566
	Monthly Rent	10,084	5,932	3,756	19,772
	Lease Termination Cost	-	-	-	-
	Staff Training	-	-	-	-
	Printing	-	-	-	-
	Publications/Marketing Material	-	-	-	-
	Utilities	1,304	767	485	2,556
	Meetings / Conferences	765	450	285	1,500
	Telephone	523	308	195	1,026
	Equipment (under \$5,000)	-	-	-	-
	Equipment Lease	554	326	207	1,087
	Insurance	-	-	-	-
	Professional Memberships	-	-	-	-
	Subscriptions	-	-	-	-
	Postage	-	-	-	-
	Office Supplies	4,260	2,506	1,586	8,352
	Consultant/Subcontract (under \$10,000)	-	9,150	5,850	15,000
	Consultant/Subcontract (over \$10,000)	-	-	-	-
	Travel / Mileage	-	180	115	295
	Other:	7,047	4,145	2,625	13,817
	Operations Related Activities Subtotal	85,664	65,549	41,819	193,032
	Direct Client Related Activities:				
	Participant Wages and Benefits	-	-	-	-
	Employer Reimbursement/OJT	-	-	-	-
	Participant Training Cost	-	-	-	-
	Participant Supportive Services	-	-	-	-
	Other:	-	-	-	-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	85,664	65,549	41,819	193,032
ADMINISTRATION	Administration:				
	Salaries	-	-	-	-
	Benefits	-	-	-	-
	Other: Indirect	1,968	1,158	733	3,859
	Other:	-	-	-	-
	Other Subtotal	-	-	-	-
	Administration Subtotal	1,968	1,158	733	3,859
	Grand Total	87,632	66,707	42,552	196,891

WIA Budget

Orange County One-Stop Center-Southern Region

FY 09/10

	ARRA- Dislocated Worker	Budget			
		Core	Intensive	Training	Total
PROGRAM	Operations Activities:				
	Salaries	68,243	189,559	111,329	369,131
	Benefits	27,102	76,827	45,121	149,050
	Monthly Rent	37,962	26,099	15,026	79,087
	Lease Termination Cost				-
	Staff Training	1,776	1,221	703	3,700
	Printing	-	-	-	-
	Publications/Marketing Material	-	-	-	-
	Utilities	4,908	3,374	1,943	10,225
	Meetings / Conferences	1,680	1,155	665	3,500
	Telephone	1,969	1,354	780	4,103
	Equipment (under \$5,000)	-	-	-	-
	Equipment Lease	2,087	1,435	826	4,348
	Insurance				
	Professional Memberships	-	-	-	-
	Subscriptions	-	-	-	-
	Postage	254	175	101	530
	Office Supplies	4,285	2,946	1,697	8,928
	Consultant/Subcontract (under \$10,000)		85,050	49,950	135,000
	Consultant/Subcontract (over \$10,000)				-
	Travel / Mileage		743	437	1,180
	Other:	1,225	842	486	2,553
	Operations Related Activities Subtotal	151,491	390,780	229,064	771,335
	Direct Client Related Activities:				
	Participant Wages and Benefits				-
	Employer Reimbursement/OJT				-
	Participant Training Cost				-
	Participant Supportive Services		-	-	-
	Other:				-
	Other - Subtotal	-	-	-	-
	Direct Client Related Activities Subtotal	-	-	-	-
	Program Subtotal	151,491	390,780	229,064	771,335
ADMINISTRATION	Administration:				
	Salaries		359	211	570
	Benefits		140	82	222
	Other: Indirect	7,409	5,094	2,933	15,436
	Other:				-
	Other Subtotal	-	-	-	-
	Administration Subtotal	7,409	5,593	3,226	16,228
	Grand Total	158,900	396,373	232,290	787,563

**ORANGE COUNTY ONE STOP CENTER - Southern Region
PY 09-10 EXPENDITURE PLAN**

Adult

COST CATEGORIES

PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Lease Termination Cost
- 5 Staff Training
- 6 Printing
- 7 Publications/Marketing Material
- 8 Utilities
- 9 Meeting / Conferences
- 10 Telephone
- 11 Equipment :under \$5,000
- 12 Equipment Lease
- 13 Insurance
- 14 Professional Memberships
- 15 Subscriptions
- 16 Postage
- 17 Office Supplies
- 18 Consultant/Subcontract (under \$10,000)
- 19 Consultant/Subcontract (over \$10,000)
- 20 Travel/Mileage
- 21 Other:
- 22 Participant Wages & Benefits
- 23 Employer Reimbursement/OJT
- 24 Participant Training Cost
- 25 Participant Supportive Services
- 26 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

GRAND TOTAL

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/09-9/30/09	10/1/09-12/31/09	1/1/10-3/31/10	4/1/10-6/30/10	
56,233	56,233	56,233	56,231	224,930
22,653	22,653	22,653	22,654	90,613
14,518	14,518	14,518	14,519	58,073
			89,541	89,541
335	558	781	556	2,230
578	963	1,348	961	3,850
975	1,625	2,275	1,625	6,500
1,877	1,877	1,877	1,877	7,508
383	638	893	636	2,550
753	753	753	754	3,013
	3,750	3,750	7,500	15,000
798	798	798	799	3,193
				-
204	340	476	341	1,361
236	393	550	391	1,570
567	945	1,323	945	3,780
3,320	5,533	7,746	5,531	22,130
-	-	-	-	-
				-
520	780	780	520	2,600
2,581	4,302	6,023	4,303	17,209
1,658	2,763	3,868	2,761	11,050
				-
48	48	48	46	190
19	19	19	17	74
				-
4,158	4,494	2,683	-	11,335
				-
				-
112,414	123,983	129,395	212,508	578,300

ORANGE COUNTY ONE STOP CENTER - Southern Region PY 09-10 EXPENDITURE PLAN

Dislocated Workers

COST CATEGORIES

PROGRAM	Qt 1	Qt 2	Qt 3	Qt 4	Total
	7/1/09- 9/30/09	10/1/09- 12/31/09	1/1/10- 3/31/10	4/1/10- 6/30/10	
1 Salaries	115,822	115,822	115,822	115,822	463,288
2 Benefits	47,606	47,606	47,606	47,604	190,422
3 Monthly Rent	32,268	32,268	32,268	32,266	129,070
4 Lease Termination Cost				173,814	173,814
5 Staff Training	839	1,399	1,958	1,399	5,595
6 Printing	956	1,594	2,231	1,594	6,375
7 Publications/Marketing Material	3,345	5,575	7,805	5,575	22,300
8 Utilities	4,542	4,542	4,542	4,542	18,168
9 Meeting / Conferences	705	1,175	1,645	1,175	4,700
10 Telephone	2,102	2,102	2,102	2,101	8,407
11 Equipment :under \$5,000		8,750	8,750	17,500	35,000
12 Equipment Lease	2,071	2,071	2,071	2,071	8,284
13 Insurance					-
14 Professional Memberships	540	900	1,260	899	3,599
15 Subscriptions	405	675	945	675	2,700
16 Postage	498	830	1,162	830	3,320
17 Office Supplies	5,435	9,058	12,681	9,058	36,232
18 Consultant/Subcontract (under \$10,000)	-	-	-	-	-
19 Consultant/Subcontract (over \$10,000)					-
20 Travel/Mileage	770	1,155	1,155	770	3,850
21 Other:	6,439	10,731	15,024	10,731	42,925
22 Participant Wages & Benefits					
23 Employer Reimbursement/OJT					
24 Participant Training Cost					
25 Participant Supportive Services	3,825	6,375	8,925	6,375	25,500
26 Other:					
ADMINISTRATION					-
1 Salaries	143	143	143	141	570
2 Benefits	56	56	56	54	222
3 Operations					-
4 Indirect	8,716	9,421	8,139	-	26,276
5 Travel/Mileage					-
6 Other:					-
GRAND TOTAL	237,083	262,248	276,290	434,996	1,210,617

**ORANGE COUNTY ONE STOP CENTER - Southern Region
PY 09-10 EXPENDITURE PLAN**

SCSEP

COST CATEGORIES

- PROGRAM**
- 1 Salaries
 - 2 Benefits
 - 3 Office Supplies
 - 4 Consultant/Subcontract (under \$10,000)
 - 5 Consultant/Subcontract (over \$10,000)
 - 6 Travel/Mileage
 - 7 Other:
 - 8 Participant Wages & Benefits
 - 9 Employer Reimbursement/OJT
 - 10 Participant Training Cost
 - 11 Participant Supportive Services
 - 12 Other:
- ADMINISTRATION**
- 1 Salaries
 - 2 Benefits
 - 3 Operations
 - 4 Indirect
 - 5 Travel/Mileage
 - 6 Other:

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/09-9/30/09	10/1/09-12/31/09	1/1/10-3/31/10	4/1/10-6/30/10	
8,329	8,329	8,329	8,329	33,316
3,855	3,855	3,855	3,856	15,421
122	203	284	202	811
				-
				-
				-
-	-	-	-	-
				-
				-
				-
				-
				-
				-
12,306	12,387	12,468	12,387	49,548

GRAND TOTAL

ORANGE COUNTY ONE STOP CENTER - Southern Region PY 09-10 EXPENDITURE PLAN

OJT/WEX

COST CATEGORIES

PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Utilities
- 5 Meeting / Conferences
- 6 Telephone
- 7 Equipment :under \$5,000
- 8 Equipment Lease
- 9 Postage
- 10 Office Supplies
- 11 Consultant/Subcontract (under \$10,000)
- 12 Consultant/Subcontract (over \$10,000)
- 13 Travel/Mileage
- 14 Other:
- 15 Participant Wages & Benefits
- 16 Employer Reimbursement/OJT
- 17 Participant Training Cost
- 18 Participant Supportive Services
- 19 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

GRAND TOTAL

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/09- 9/30/09	10/1/09- 12/31/09	1/1/10- 3/31/10	4/1/10- 6/30/10	
22,024	22,024	22,024	22,022	88,094
9,983	9,983	9,983	9,982	39,931
5,786	5,786	5,786	5,785	23,143
961	961	961	959	3,842
-	-	-	-	-
513	513	513	512	2,051
				-
531	531	531	529	2,122
-	-	-	-	-
315	525	735	525	2,100
				-
				-
-	-	-	-	-
332	553	775	553	2,213
6,600	11,000	15,400	11,000	44,000
2,625	4,375	6,125	4,375	17,500
143	238	333	236	950
				-
-	-	-	-	-
-	-	-	-	-
				-
1,993	2,260	264	-	4,517
				-
				-
51,806	58,749	63,430	56,478	230,463

Qt 1	Qt 2	Qt 3	Qt 4	Total
7/1/09-9/30/09	10/1/09-12/31/09	1/1/10-3/31/10	4/1/10-6/30/10	
23,515	23,515	23,515	23,516	94,061
8,892	8,892	8,892	8,890	35,566
4,943	4,943	4,943	4,943	19,772
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
639	639	639	639	2,556
225	375	525	375	1,500
257	257	257	255	1,026
-	-	-	-	-
272	272	272	271	1,087
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
1,253	2,088	2,923	2,088	8,352
2,250	3,750	5,250	3,750	15,000
-	-	-	-	-
59	89	89	58	295
2,073	3,454	4,836	3,454	13,817
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
1,775	852	1,232	-	3,859
-	-	-	-	-
-	-	-	-	-
46,153	49,126	53,373	48,239	196,891

ORANGE COUNTY ONE STOP CENTER - Southern Region PY 09-10 EXPENDITURE PLAN

ARRA-Dislocated Worker

COST CATEGORIES

PROGRAM	Qt 1	Qt 2	Qt 3	Qt 4	Total
	7/1/09- 9/30/09	10/1/09- 12/31/09	1/1/10- 3/31/10	4/1/10- 6/30/10	
1 Salaries	92,283	92,283	92,283	92,282	369,131
2 Benefits	37,263	37,263	37,263	37,261	149,050
3 Monthly Rent	19,772	19,772	19,772	19,771	79,087
4 Lease Termination Cost					-
5 Staff Training	555	925	1,295	925	3,700
6 Printing	-	-	-	-	-
7 Publications/Marketing Material	-	-	-	-	-
8 Utilities	2,556	2,556	2,556	2,557	10,225
9 Meeting / Conferences	525	875	1,225	875	3,500
10 Telephone	1,026	1,026	1,026	1,025	4,103
11 Equipment :under \$5,000		-	-	-	-
12 Equipment Lease	1,087	1,087	1,087	1,087	4,348
13 Insurance					-
14 Professional Memberships	-	-	-	-	-
15 Subscriptions	-	-	-	-	-
16 Postage	80	133	186	131	530
17 Office Supplies	1,339	2,232	3,125	2,232	8,928
18 Consultant/Subcontract (under \$10,000)	20,250	33,750	47,250	33,750	135,000
19 Consultant/Subcontract (over \$10,000)					-
20 Travel/Mileage	236	354	354	236	1,180
21 Other:	383	638	894	638	2,553
22 Participant Wages & Benefits					
23 Employer Reimbursement/OJT					
24 Participant Training Cost					
25 Participant Supportive Services	-	-	-	-	-
26 Other:					
ADMINISTRATION					-
1 Salaries	143	143	143	141	570
2 Benefits	56	56	56	54	222
3 Operations					-
4 Indirect	7,094	3,999	4,343	-	15,436
5 Travel/Mileage					-
6 Other:					-
GRAND TOTAL	184,648	197,092	212,858	192,965	787,563

State of California
Drug Free Workplace Certification
STD 21 (NEW 11-90)

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 Jim Moreno

DATE EXECUTED _____ **EXECUTED IN THE COUNTY OF** Orange

CONTRACTOR or GRANTEE RECIPIENT SIGNATURE

TITLE Board President

FEDERAL ID NUMBER 95-6002272

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

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.

Jim Moreno, Board President

Name and Title of Authorized Representative

Signature

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

<u>Coast Community College District/CCC</u>	<u>One-Stop Programs</u>
Grantee/Contractor Organization	Program/Title
<u>Jim Moreno, Board President</u>	
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.

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-S-10
Page 2 of 3

Complete this form to disclose activities pursuant to 31 U.S.C 1352

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____; if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is a Subawardee. Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department / Agency:		7. Federal Program Name/Description: CFDA Number, if known: _____	
8. Federal Action Number, if known:		9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)		10b. Individual Performing Services (including address if different from No. 10a.) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____		13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____			
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:			
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No			
16. Information requested through this form authorized by Title 31 U.S.C. Section 1352 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>Jim Moreno</u> Title: <u>Board President</u> Telephone No. <u>(714 438-4607)</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 O-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, -10 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."

_____	<u>Jim Moreno</u>	<u>Board President</u>
Authorized Signature	Name	Title

EDD Independent Contractor Reporting Requirements

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/txcr.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 _____

Loan Servicing **Full Service Contract**

Coast Community College District

and



One World Trade Center, Suite 2200
Long Beach, CA 90831
(310) 513-2700



This Loan Servicing Agreement is made and entered into as of June 1, 2009 by and between ACS Education Services, Inc., a Delaware corporation ("ACS") and Coast Community College District ("Customer").

INTRODUCTION

ACS is prepared to perform a computerized billing and accounting service (the "Service") in connection with the Perkins (formerly National Defense/National Direct Student Loan) Programs, the Health Profession and Nursing Loan Programs, and certain privately sponsored student loan programs (such loan programs herein collectively called the "Program"). ACS and Customer desire to enter into an agreement whereby ACS will furnish the Service to Customer. The purpose of this Agreement is to set forth the terms and conditions under which ACS will perform the Service for Customer, as well as to outline the responsibilities of Customer.

SECTION I: DUTIES OF ACS

ACS agrees to:

1. Accept from Customer all of Customer's loan accounts as mutually agreed upon (the "Accounts") for the Service.
2. At the time of the Account conversion (defined as transferring of the Account information to ACS on ACS standard forms or in machine readable form in accordance with ACS requirements and entry into the ACS computer system by ACS), send each borrower in repayment status a statement of his account and notice of the Service.
3. Generate and mail to each borrower in repayment status a notice of grace period expiration, in accordance with current due diligence requirements for such Accounts.
4. Prepare and mail payment notices to each borrower at monthly, bi-monthly, quarterly, semi-annual or annual intervals as instructed by Customer.
5. Prepare and mail delinquency notices in compliance with the due diligence requirements of the U.S. Department of Education and the Department of Health and Human Services.
6. Post and report to Customer all payments from borrowers. All borrower remittances shall be deposited to a deposit account in the US Bank Milwaukee, N.A. or another bank ("Bank") selected by ACS in the name of, or as designated by, Customer. The Bank shall provide Customer with a regular monthly bank statement and ACS shall provide reconciliation of same. ACS may "charge back" against the foregoing deposit account any NSF checks or rejected borrower ACH debits and adjust incorrect transactions.
7. Verify, compute, record and report to Customer all deferments, postponements, and cancellations received from borrowers in a manner consistent with the Program.
8. Respond to all borrower inquiries in a manner consistent with the Program or as instructed by Customer.

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9. Process borrower change of address notices as received.
10. ACS will provide the following reports to Customer:
 - a. Provide monthly, semi-annual and annual reports for Customer consistent with the Program.
 - b. Submit a fiscal year report based on data generated by Service to assist Customer in preparing information required by the Federal Government concerning the Program.
 - c. A current listing of ACS' Reports is set forth on Exhibit A, and such reports may be changed from time to time.
11. Comply with all statutory provisions of or applicable to Title IV of the Higher Education Act ("HEA"), all regulatory provisions prescribed thereunder, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under such authority, including any requirement that ACS use any funds that ACS administers for Customer under any Title IV, HEA Program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that Program, to the extent that any of the foregoing are applicable to the Service and required by applicable law or regulation.
12. To the extent required or permitted by applicable law or regulation, refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is reasonable cause to believe that (i) Customer might have engaged in fraud or other criminal misconduct in connection with Customer's administration of any Title IV, HEA Program, or (ii) an applicant for Title IV, HEA Program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application.

Customer acknowledges and agrees that ACS shall be entitled to make referrals of information, and to otherwise communicate and cooperate with the Office of Inspector General with respect thereto, whenever ACS believes in its own subjective good faith judgment that such information is or may be required to be referred under applicable laws and regulations, without any obligation or duty upon ACS to evaluate or determine whether such information in fact indicates that there is reasonable cause to believe that Customer or any applicant for Title IV, HEA Program assistance engaged in fraud or other criminal misconduct. In no event shall ACS be liable to Customer or any of its employees or agents, or any applicant, or any third party, as a result of or in connection with any such referral, whether or not it is ultimately determined that any fraud or criminal misconduct in fact occurred, or that ACS had reasonable cause to believe that any fraud or criminal misconduct might have occurred.
13. Cooperate fully with independent auditors, the Secretary of Education, the Department of Education's Inspector General, and the Comptroller General of the United States, or their authorized representatives, any applicable guaranty agency, any applicable accrediting agency, and any applicable State postsecondary review entity, in the conduct of audits, investigations, and program reviews with respect to Customer or the Title IV, HEA programs administered by ACS for Customer, as authorized by law. In no event shall ACS be liable to Customer as a result of or in connection with any such cooperation.

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SECTION II: DUTIES OF CUSTOMER

Customer agrees to:

1. Transfer each Account to ACS as provided herein and be responsible for the accuracy and legibility of the information submitted to ACS.
2. Use forms and/or on-line system provided by ACS to advise ACS of each loan awarded and borrower enrolled under the Program at the time of such award, and keep ACS advised on a timely basis of all changes concerning a borrower date of separation from the lending institution.
3. Take all actions required by government regulation to insure that each student, upon ceasing to be at least a half-time student, is informed as to the amount of his loan and the repayment agreement.
4. Inform each borrower of the Service when conducting the exit interview.
5. Advise ACS within 10 days of each borrower change of name and/or address.
6. Examine all reports submitted by ACS upon receipt and promptly notify ACS of any errors.
7. Advise ACS within 10 days of any loans referred to a commercial collection agency, an attorney, or assigned to the Federal Government for collection.
8. Reimburse ACS and its employees and agents for any loss, damage, expense, judgment or settlement, including without limitation any attorneys' fees and costs, arising out of or in connection with the Accounts subject to this contract; provided however, that this reimbursement shall not apply to any claim as to which ACS is adjudged to be guilty of gross negligence or willful misconduct.
9. Reimburse ACS and its employees and agents for any loss, damage, expense, judgment or settlement, including without limitation any attorneys' fees and costs, incurred as a result of or in connection with any referral or other communication or cooperation with the Department of Education's Office of Inspector General in connection with this Agreement or the Service.
10. Provide ACS with written notice and copies of all audit reports or findings (preliminary or final) of any audit, investigation or program review of Customer's participation in any Title IV, HEA program involving the Accounts serviced hereunder or ACS' administration of any aspect of such program for Customer. Such notice and copies shall be provided to ACS as soon as the audit report or findings are available to Customer. This Section applies to any audit, investigation or program review conducted by any independent auditors, the Secretary of Education, the Department of Education's Inspector General, and the Comptroller General of the United States, or their authorized representatives, any applicable guaranty agency, any applicable accrediting agency, and any applicable State postsecondary review entity. Customer further agrees to reimburse and hold ACS harmless for the cost of cooperating with, responding to or appealing any such audit report or finding (including any cost of an attestation engagement performed for any such response or appeal, attorneys' fees and costs).

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**SECTION III: TERM AND TERMINATION****A. Term**

Subject to the other provisions of this Agreement, the term of this Agreement will commence on June 18, 2009 for a period of three (3) years.

B. Termination

This Agreement may also be terminated by either party in the event of the breach of the Agreement by the other party, provided that the party asserting the breach gives the other party thirty (30) days written notice specifying in reasonable detail the nature of the breach, and provided further that the other party fails to cure the breach within such 30-day period or fails to commence a cure within such 30-day period and thereafter diligently prosecute such cure to completion.

C. Amendment or Termination Due to Regulatory Changes

In the event of changes in the HEA or other current or future law, regulation or other requirement applicable to the Accounts serviced hereunder, including without limitation any change in any interpretation or process, or enforcement of policies, procedures or practices with respect thereto (and including, without limitation, implementation or enforcement of third-party servicer regulations promulgated by the Department), which in ACS' sole determination exposes ACS to increased risk of liability to the Secretary of Education, Customer or any other party, imposes increased duties or obligations upon ACS, causes ACS to incur additional expense, or restricts or derogates from ACS' reimbursement rights or liability limitations under this Agreement, ACS shall have the right, at its option, to (i) terminate this Agreement upon sixty (60) days' prior written notice to Customer, or (ii) propose to Customer a new amendment to this Agreement which in ACS' sole judgment appropriately addresses the increased risk, duties, obligations, or expenses, and if Customer fails or refuses to enter into such new amendment within thirty (30) days after the same is submitted to Customer, ACS shall be entitled to terminate this Agreement upon thirty (30) days' prior written notice to Customer.

D. Termination Related to Customer's Financial Condition

Unless Customer is a governmental entity or agency, Customer agrees to provide ACS upon request with Customer's financial statements and such other financial information as ACS may request from time to time. If requested by Customer, ACS agrees to hold such information in confidence, except to the extent it is required to disclose the same by law or under legal process. ACS shall have the right to terminate this Agreement upon sixty (60) days' written notice to Customer in the event that Customer fails or refuses to provide such financial information, or if ACS in good faith determines that Customer has suffered or is likely to suffer a significant deterioration of its financial condition, or otherwise fails to meet ACS' financial requirements from time to time.

E. Return of Records and Funds Following Termination

If this Agreement terminates, or if ACS stops providing services for the administration of a Title IV, HEA Program, goes out of business, or files a petition under the Bankruptcy Code, then, to the extent required by applicable law or regulation, ACS agrees to return to Customer (or its designee, if legally permitted) all--

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- (i) Records in ACS' possession pertaining to Customer's participation in the program(s) for which services are no longer provided; and
- (ii) Funds, including Title IV, HEA Program funds, received from or on behalf of Customer or its students, for the purposes of the program(s) for which services are no longer provided.

Notwithstanding the foregoing, in no event shall ACS be obligated to deliver to Customer or any third party any proprietary information, materials, software, accounting records, data, etc. regarding ACS' own business or services.

SECTION IV: FEES

A. Fee Billing

Fees for the Service will be billed and payable monthly and will be computed as set forth in Exhibit B.

B. Changes in Fees

During the initial term of this Agreement, ACS will change its fees hereunder only upon thirty (30) days' written notice and only following a regulatory change as described in Section III.C or the U.S. Postal Service imposes a general rate increase. After the initial term, ACS will change its fees hereunder only upon thirty (30) days' written notice. If Customer objects to any fee increase, Customer may terminate this Agreement as of the effective date of such increase without payment of any termination charge.

C. Nonpayment, Late Charges, Etc.

All payments are due net 15 days after the billing date. The billing date is approximately 15 days after the end of the service period. If the amounts are not paid within 45 days after the billing date, ACS may impose a late charge on the amount due at the rate of 1-1/2% per month, refrain from delivering any further information and reports until all amounts are brought current, terminate this Agreement upon five (5) days written notice to Customer, and collect from and/or instruct any bank holding accounts belonging to Customer pursuant to this Agreement to withhold an amount equal to all funds due to ACS.

SECTION V: PERFORMANCE STANDARDS, EXCLUSIONS OF WARRANTIES AND LIMITATIONS OF ACS' LIABILITY

A. Reliance Upon Information and Regulatory Requirements

ACS shall be entitled to rely upon any information or data supplied to it by Customer, any party on Customer's behalf, or any borrower, and shall have no liability for any error or loss if any such information or data is incomplete or inaccurate. Customer shall be responsible for reviewing and verifying the compliance of the loan applications, promissory notes and related disclosures and processes with applicable state and federal laws and regulations, and ACS shall be fully entitled to rely upon and use such materials and processes as approved by Customer unless notified to the contrary by Customer, and shall have no liability for any liability or loss resulting from such use. Furthermore, ACS shall have no liability for its failure to comply with any rule, regulation or requirement applicable to any of the Accounts serviced hereunder, including without limitation any change in any

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interpretation or process, or enforcement of policies, procedures or practices with respect thereto, which was not articulated in writing and actually made known to ACS a reasonable period in advance of its implementation.

B. Due Diligence and Re-Performance

ACS shall use due care and diligence in performing the Service in a timely manner consistent with the Program as reasonably understood by ACS. ACS hereby excludes and disclaims any and all other warranties with respect to the Service, and no employee, agent or representative of ACS has the authority to bind ACS to any other oral or written representation or warranty. Customer will review all processing output and other information provided to it by ACS and will use due care and diligence to detect and notify ACS of any errors therein which Customer discovers. Upon prompt notification by Customer of any processing error or data inaccuracy, ACS shall use its best efforts to re-perform any erroneous processing to the extent practicable and necessary, without charge if ACS is at fault and otherwise at a rate equal, in ACS' best judgment, to the greater of its original charge for such processing or its direct and allocated indirect cost of such reprocessing.

C. Basic Liability Limitation

Notwithstanding the form in which any legal or equitable action may be brought, ACS shall only be liable for losses and liabilities arising out of or in any way related to any act or omission by ACS in connection with this Agreement or ACS' services hereunder, including but not limited to errors solely due to ACS or its equipment, personnel or programs, if such losses or liabilities result primarily from ACS' negligence or willful misconduct; provided, however, that in any event other than willful misconduct such liability shall be limited to reprocessing as stated above or to general money damages in an aggregate amount with respect to any Account not to exceed the amount paid for ACS' services by Customer with respect to such Account, and this shall be the sole and exclusive remedy of Customer.

D. Exclusion of Consequential Damages, Etc.

ACS shall have no liability for (i) any events or circumstances beyond ACS' reasonable control, (ii) any special, incidental, punitive or consequential damages, (iii) any violation of applicable law, regulation or other requirement, or this Agreement, where ACS' action or inaction was in accordance with general industry standards at such time, or (iv) except as provided in Section V.C, the uncollectibility or non-payment of any Accounts serviced hereunder.

These limitations on ACS' liability and exclusion of damages are independent of any other provision herein and shall not be affected by any failure of any other remedy or other provision herein.

E. Contractual Agreement and Limitations Period

The parties agree that the foregoing provisions have been reflected in the amount of the charges payable by Customer to ACS for the Service, are an essential part of the basis of the bargain between the parties, and that ACS would not have entered into this Agreement but for such provisions. No claim or action, regardless of form, arising out of or in any way related to any act or omission by ACS in connection with this Agreement or ACS' services hereunder shall be brought by Customer more than one year after performance by ACS of the services giving rise to such claim or action.

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F. Joint and Several Liability to Secretary

Without limiting in any way ACS' liability limitations and rights to reimbursement otherwise set forth in this Agreement, ACS agrees:

1. To the extent required by applicable law or regulation, ACS shall be jointly and severally liable with Customer to the Secretary of Education for any violation by ACS of any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed thereunder, and any applicable special arrangement, agreement, or limitation entered into under such authority. The foregoing sentence is entered into for the benefit of the Secretary only, and the Secretary shall be the only party entitled to enforce the liability thereby established, and neither Customer nor any third party shall have any right to enforce such provision or to seek contribution or indemnity from ACS with respect thereto, which rights of contribution and indemnity are hereby irrevocably waived.
2. To the extent permitted by applicable law and regulation, the parties hereby agree that ACS' liability under Section V.F.1 shall only apply to those violations by ACS which arise due primarily to a negligent or intentional servicing error by ACS in violation of this Agreement, and ACS shall have no liability thereunder for any violation which arises in whole or in part due to or in connection with any acts or omissions of Customer or any third party (including, without limitation, any originator or prior servicer of the affected loans), or due to any events or circumstances beyond ACS' reasonable control.
3. Except for damages caused primarily by ACS's negligence or willful misconduct, and notwithstanding the foregoing, Customer agrees and warrants that it will pay directly any liability owed to the Secretary (whether under the foregoing provisions, by administrative fine, or otherwise) for which ACS bears or could bear joint-and-several liability. Except for damages caused primarily by ACS's negligence or willful misconduct, if the Secretary demands and such liability from ACS or ACS otherwise suffers any such liability to the Secretary for which ACS would not otherwise be liable to Customer under provisions of this Agreement other than Section V.F.1, Customer shall fully reimburse and hold ACS harmless for and against any such demand or liability, and any expenses incurred in connection therewith or any response or appeal thereof (including any cost of an attestation engagement performed for any such response or appeal, attorneys' fees and costs), and shall promptly reimburse ACS for all such liabilities and expenses upon demand.

SECTION VI: GENERAL PROVISIONS

A. Notices

Any notice required under this Agreement shall be in writing and shall be effective upon personal delivery or facsimile transmission or upon receipt after being mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows, if, to ACS, at 900Commerce Drive, Suite 320, Oak Brook, IL, 60523; or if to Customer, at the address set forth under the signature of Customer at the end of this Agreement. Each party may specify a different address by sending to the other written notice of such different address as provided herein.

B. Confidentiality

Both parties agree to maintain the confidentiality of this Agreement and all amendments thereto, and the terms thereof, and any audit reports or findings (preliminary or final) relating to ACS' administration of any Title IV,

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HEA program for Customer, and not to disclose or deliver the same (or any copies, excerpts or summaries thereof) to the Department of Education, any other government agency, national accrediting agency, or any other third party (whether pursuant to regulation, governmental request, or otherwise) without first using best efforts to give the other party prior written notice of such intention, which notice shall be sent by fax, FedEx or other overnight delivery service, and addressed to the President of the other party. The other party may, at its option, thereupon take appropriate steps to assure that any such information which may be entitled to protection from disclosure under the Freedom of Information Act (FOIA) is so protected, and the first party shall cooperate with such efforts to protect from FOIA disclosure any information of the other party which the other party believes to constitute trade secrets, or of a commercial or financial interest, or of a privileged or confidential nature, etc., including the inclusion with such disclosure or delivery of appropriate submissions asserting protection from FOIA disclosure. Notwithstanding the foregoing, either party may disclose or deliver any of the foregoing to their independent auditors on a confidential basis, provided that such auditors shall not disclose or deliver the same without the disclosing party first complying with this paragraph. In any event customer may disclose this agreement if required to do so by law, such as pursuant to the California Public Records Act.

C. Miscellaneous

All specifications, tapes, data cards, programs, forms and procedures used or developed by ACS in connection with this Agreement (except those supplied by Customer) shall be and remain the sole property of ACS.

ACS reserves the right to change any part or all of its Service; provided, however, that such change shall not abrogate the general duties of ACS under this Agreement.

If either party is rendered unable, wholly or in part, by an event or circumstance outside the reasonable control of the party to carry out its obligations under this Agreement (other than the payment of money), the obligations of such party shall be suspended to the extent thereof, and such party shall not be liable to the other party for any non-performance hereunder as a result.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns succeeding to the business or assets of the assigning party. This Agreement is the entire agreement of the parties and supersedes all prior proposals, discussions, negotiations and agreements, oral or written, regarding the subject matter hereof. It shall be governed by California law and is effective upon its acceptance by ACS at its headquarters in Long Beach, California. The provisions of this Agreement may be amended or waived only in writing signed by both parties.

The captions and section and paragraph headings in this Agreement are for convenience of reference only, and shall not be used in construing its terms. Both parties and their counsel have participated in the preparation, drafting and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against either party as the drafting party.

In the event of any dispute hereunder, the parties agree that any legal action shall be instituted exclusively in a state or federal court of competent jurisdiction in Los Angeles, California, and the parties hereby irrevocably submit and waive any objection to the jurisdiction or venue of such court; provided, however, that any judgment obtained in such action may be enforced in any other jurisdiction.

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LOAN SERVICING

FULL SERVICE CONTRACT

ACS Education Services, Inc.

Coast Community College District

By: _____
Title: _____

By: _____
Title: _____

Address: _____

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EXHIBIT A

ACS REPORTS

IN SCHOOL SERVICING

- In School Journal
- Loans Transferred Journal

Additional Reports

- Receipt for Loans Transferred
- Expected Separation Date Report
- Inactivity Report (No Advances this Fiscal Year)
- In School to Grace Verification and
- Disclosure Summary

OUT OF SCHOOL SERVICING

- Out of School Journal
- Summary Totals
- Transactions Journals
- Accounting Entries
- Monthly Analysis
- Small Balance Write Off Report

Delinquent Reports

- Recommended Action Reports
- Reports of Accounts Referred, Assigned & Assigned/Accepted
- Report of Accounts in Special Handling & Temporary Billing
- Collection Agency Reports
- Report of Accounts No Longer Delinquent
- Delinquent Analysis Report
- Collection Cost Breakdown Report

Name and Address Maintenance

- Name and Address Listing
- Returned Mail Report
- Report of Lost Borrowers
- Name Change Labels

Banking Reports

- Remittance Banking Reconciliation
- Reconciliation Report
- Report of Direct Payments

Paid Accounts

- Paid in Full Journal
- Paid in Full Labels
- Overpaid Accounts Report
- Out of Balance Accounts Report

GOVERNMENT REPORTING

- Fiscal Operations Report
- Annual Operating Report
- Report of Defaulted Loans Eligible for Assignment

Additional Reports

- Annual Interest Paid Calendar Year
- Semi-Annual Report of Transactions
- Numeric Cross Reference Report
- Weekly Account Status Report

**EXHIBIT B**
Coastline Community College

CONVERSION	FEE
TRANSFER AND RECONCILIATION OF DATA TO eCOMMAND – <i>per loan</i>	N/A
ACCOUNT BILLING FREQUENCY*	PER LOAN FEE
IN SCHOOL	0.05
GRACE	0.90
MONTHLY	1.30
QUARTERLY	1.05
ASSIGNED/ACCEPTED/PIF	0.00
* - (Includes 15, 45, 60 day written contacts & 90 day telephone call)	
ON-LINE TECHNOLOGY/FILE TRANSFERS	FEE
e-SIGN – <i>electronic promissory note – per note fee</i>	2.00
ON-LINE VIA INTERNET	150.00
MASTERFILE – <i>monthly fee</i>	25.00
ON-LINE ENTRANCE & EXIT INTERVIEWS	100.00
INTERNAL COLLECTION TECHNOLOGY	FEE
COLLECTION MANAGER – <i>monthly fee</i>	0.00
DART – DEFAULT AVERSION RECOVERY TEAM – <i>one-time setup –</i>	250.00
<i>-monthly maintenance/per letter fee/per call fee (chargeable to borrower)</i>	200.00/3.00/6.00
OTHER SERVICES PROVIDED	FEE
CREDIT BUREAU REPORTING – <i>per month</i>	10.00
NSLDS UPDATE – <i>per loan/monthly</i>	0.05
FORM 1098e IRS REPORTING – <i>per loan/annually</i>	0.00
FORM 1098e – <i>per loan/annually</i>	1.00
REPAYMENT SCHEDULES & DISCLOSURES	0.00
AUDIT CONFIRMATION STATEMENTS	0.10
INFORMATION CALL CHARGES	0.00
MAILING LABELS	0.00
553 FORMS	3.00
LVC PROCESSING	1.00
SKIPTRACING	2.00
eOSCAR	2.00
PAYMENT SERVICES	
CREDIT CARD PAYMENTS BY BORROWERS – <i>fee charged to borrowers</i>	10.00
MINIMUM SERVICE FEE	
MONTHLY MINIMUM BILLING FEE	300.00

Confidential and Proprietary

**LOAN SERVICING****FULL SERVICE CONTRACT****EXHIBIT B**
Golden West College

CONVERSION	FEE
TRANSFER AND RECONCILIATION OF DATA TO eCOMMAND – <i>per loan</i>	N/A
ACCOUNT BILLING FREQUENCY*	PER LOAN FEE
IN SCHOOL	0.05
GRACE	0.90
MONTHLY	1.30
QUARTERLY	1.05
ASSIGNED/ACCEPTED/PIF	0.00
* - (Includes 15, 45, 60 day written contacts & 90 day telephone call)	
ON-LINE TECHNOLOGY/FILE TRANSFERS	FEE
e-SIGN – <i>electronic promissory note – per note fee</i>	2.00
ON-LINE VIA INTERNET	150.00
MASTERFILE – <i>monthly fee</i>	25.00
ON-LINE ENTRANCE & EXIT INTERVIEWS	100.00
INTERNAL COLLECTION TECHNOLOGY	FEE
COLLECTION MANAGER – <i>monthly fee</i>	0.00
ART – DEFAULT AVERSION RECOVERY TEAM – <i>one-time setup –</i>	250.00
<i>-monthly maintenance/per letter fee/per call fee (chargeable to borrower)</i>	200.00/3.00/6.00
OTHER SERVICES PROVIDED	FEE
CREDIT BUREAU REPORTING – <i>per month</i>	10.00
NSLDS UPDATE – <i>per loan/monthly</i>	0.05
FORM 1098e IRS REPORTING – <i>per loan/annually</i>	0.00
FORM 1098e – <i>per loan/annually</i>	1.00
REPAYMENT SCHEDULES & DISCLOSURES	0.00
AUDIT CONFIRMATION STATEMENTS	0.10
INFORMATION CALL CHARGES	0.00
MAILING LABELS	0.00
553 FORMS	3.00
LVC PROCESSING	1.00
SKIPTRACING	2.00
eOSCAR	2.00
PAYMENT SERVICES	
CREDIT CARD PAYMENTS BY BORROWERS – <i>fee charged to borrowers</i>	10.00
MINIMUM SERVICE FEE	
MONTHLY MINIMUM BILLING FEE	300.00

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**LOAN SERVICING****FULL SERVICE CONTRACT****EXHIBIT B**
Orange Coast College

CONVERSION	FEE
TRANSFER AND RECONCILIATION OF DATA TO eCOMMAND - <i>per loan</i>	N/A
ACCOUNT BILLING FREQUENCY*	PER LOAN FEE
IN SCHOOL	0.05
GRACE	0.90
MONTHLY	1.30
QUARTERLY	1.05
ASSIGNED/ACCEPTED/PIF	0.00
* - (Includes 15, 45, 60 day written contacts & 90 day telephone call)	
ON-LINE TECHNOLOGY/FILE TRANSFERS	FEE
e-SIGN - <i>electronic promissory note - per note fee</i>	2.00
ON-LINE VIA INTERNET	150.00
MASTERFILE - <i>monthly fee</i>	25.00
ON-LINE ENTRANCE & EXIT INTERVIEWS	100.00
INTERNAL COLLECTION TECHNOLOGY	FEE
COLLECTION MANAGER - <i>monthly fee</i>	0.00
DART - DEFAULT AVERSION RECOVERY TEAM - <i>one-time setup -</i>	250.00
<i>-monthly maintenance/per letter fee/per call fee (chargeable to borrower)</i>	200.00/3.00/6.00
OTHER SERVICES PROVIDED	FEE
CREDIT BUREAU REPORTING - <i>per month</i>	10.00
NSLDS UPDATE - <i>per loan/monthly</i>	0.05
FORM 1098e IRS REPORTING - <i>per loan/annually</i>	0.00
FORM 1098e - <i>per loan/annually</i>	1.00
REPAYMENT SCHEDULES & DISCLOSURES	0.00
AUDIT CONFIRMATION STATEMENTS	0.10
INFORMATION CALL CHARGES	0.00
MAILING LABELS	0.00
553 FORMS	3.00
LVC PROCESSING	1.00
SKIPTRACING	2.00
eOSCAR	2.00
PAYMENT SERVICES	
CREDIT CARD PAYMENTS BY BORROWERS - <i>fee charged to borrowers</i>	10.00
MINIMUM SERVICE FEE	
MONTHLY MINIMUM BILLING FEE	300.00

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Coast Community College District

Vehicle Pricing Summary

	YEAR/MAKE/MODEL	REPLACING	DELIVERED COST	MONTHLY PAYMENT with Maintenance & Tax	ANNUAL PREPAYMENT with Discount
CCC	2009 Chrysler Town & Country	1997 Ford Aerostar	\$24,287.44	\$551.91	\$6,575.49
	2009 Ford F-250 Reg. Cab 4x2	1998 Ford F250 Pickup	\$20,267.11	\$467.41	\$5,569.23
GWC	2009 Ford Escape Hybrid	2000 Chevrolet Tracker	\$28,695.20	\$655.06	\$7,804.70
	2009 Ford Escape Hybrid	2000 Chevrolet Tracker	\$29,611.45	\$674.57	\$8,037.04
	2009 Ford E150 Cargo	1992 Ford Aerostar	\$17,957.43	\$417.20	\$4,971.25
	2009 Ford E150 Cargo	1993 Ford Aerostar	\$17,955.90	\$417.16	\$4,970.73
OCC	2009 Ford F350 with Aluminum Body	1991 Ford F350	\$28,571.84	\$654.75	\$7,801.21
				\$3,838.06	\$45,729.65

NOTES:

- 1.) Leases are based on 60 month terms. There is a \$400 Service Charge at the end of Equity Leases.
- 2.) Montly Payments do NOT include License, Title, & Registration Fees. They will be billed to the customer as actual
- 3.) Montly Payment Includes 8.75% Use Tax and cost of FULL Maintennace Program.

**All prices are based on vehicles from Dealership Inventory (as of 6/8/09) and are subject to change based on availability.*



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 2009, by and between Enterprise Rent-A-Car Company of Los Angeles, a Nevada corporation doing business as "Enterprise Fleet Management" ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles ("Vehicle(s)") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. This Agreement is a lease only and Lessor will at all times remain the owner of the Vehicles and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental according to the Schedules and this Agreement. The monthly rental payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e. if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement (including maintenance management or VIP Rental billings) or to comply with any of the covenants contained in this Agreement, Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the tiling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be licensed in Lessor's name at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name of Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. IMPROVEMENTS AND MAINTENANCE OF VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to the Vehicles will become and remain the property of Lessor and will be returned with the Vehicles pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or, except as set forth in Section 8(b) below, to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Notwithstanding the provisions of Section 8(a) above, if Section 4 of a Schedule includes a charge for maintenance, Lessor agrees that, subject to the terms and conditions of this Section 8(b), it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of the Vehicle(s) covered by such Schedule (each, a "Covered Vehicle"). This Section 8(b) does not cover, and Lessee will remain responsible for and pay for, (i) fuel, (ii) oil and other fluids between changes, (iii) tire repair and replacement, (iv) washing, (v) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (vi) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Section 8(b) covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (vii) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by this Agreement, (viii) roadside assistance or towing for vehicle maintenance purposes, (ix) mobile services, (x) the cost of loaner or rental vehicles or (xi) if the Covered Vehicle is a truck, (A) manual transmission clutch adjustment or replacement, (B) brake adjustment or replacement or (C) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to Lessor. In every case, if the cost of such service will exceed \$50.00, Lessee must notify Lessor and obtain Lessor's authorization for such service and Lessor's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). Lessor will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. Lessor will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by Lessor. Notwithstanding any other provision of this Section 8(b), (i) all service performed within one hundred twenty (120) days prior to the last day of the scheduled Term must be authorized by and have the prior consent and approval of Lessor and any service not so authorized will be the responsibility of and be paid for by Lessee and (ii) Lessor is not required to provide or pay for any service to any covered Vehicle after 100,000 miles. Lessor may, at its option, provide Lessee with an authorization card (the "Enterprise Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to Lessor for, and upon receipt of a monthly or other statement from Lessor; Lessee agrees to pay to Lessor, all charges made by or for the account of Lessee with the Enterprise Card (other than any charges which are the responsibility of Lessor under the terms of this Section 8(b)). Lessor reserves the right to change the terms and conditions for the use of the Enterprise Card at any time. The Enterprise Card remains the property of Lessor and Lessor may revoke Lessee's right to possess or use the Enterprise Card at any time. Upon termination or expiration of the Agreement or upon the demand of Lessor, Lessee must return the Enterprise Card to Lessor. The Enterprise Card is non-transferable. The monthly maintenance charge set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay Lessor at the end of the applicable Term (whether by reason of expiration, early termination or otherwise) an over mileage maintenance charge for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule.

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF OR A DEALER IN ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF OR A DEALER IN ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle. No defect, unfitness or lack of governmental approval in, of or with respect to a Vehicle regardless of the cause or consequence will relieve Lessee from the performance of its obligations under this Agreement, including the payment of rent.

(c) Lessor will not be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, Lessor will have no liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). No Casualty Occurrence to any Vehicle will relieve Lessee from its obligation to pay rent or to perform any of its other obligations under this Agreement. In the event of a Casualty Occurrence, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee and Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability, (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law), for the limits listed below. (\$5,000,000 limits are required for Vehicles capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher limits. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor as an additional insured and as a loss payee, as its interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor or its assigns at least a thirty (30) day prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person shall affect the right of Lessor to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee and Lessor notwithstanding any other coverage carried by Lessee or Lessor protecting against similar risks. Original certificates evidencing such coverage and naming Lessor as an additional insured and loss payee, shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) If Section 4 of a Schedule includes a charge for physical damage management, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage management shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee (either by adding Lessee as an additional insured under a commercial automobile liability insurance policy insuring Lessor, obtaining insurance on behalf of Lessee or otherwise) the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage management and/or commercial automobile liability enrollment and cancel such physical damage management and/or commercial automobile liability enrollment upon giving Lessee ten (10) days written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect such insurance change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage management and/or commercial automobile liability enrollment upon giving Lessee thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any of the Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement; (b) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement; (c) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (d) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent

jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (e) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (f) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Enterprise Rent-A-Car Company or any direct or indirect subsidiary of Enterprise Rent-A-Car Company. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor and its agents and independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor in attempting or effecting enforcement of its rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and any or all of its rights and obligations hereunder to an affiliate of Lessor. Lessee agrees, upon notice of any such assignment, pledge or transfer, to pay all amounts due or to become due under this Agreement to such assignee, pledgee or transferee. Each such assignee, pledgee or transferee will have all of the rights and obligations of Lessor that have been assigned to it under this Agreement. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. Only an instrument in writing executed by both parties may make any modification or amendment of this Agreement. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including telecopy counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor and its successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the state where Lessor's office is located (as set forth below), which law will apply in the event of any conflict of law.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE:

LESSOR: Enterprise Fleet Management

By:
Title:

By: Sirus Karimi
Title: Regional Sales Manager

Address:

Address: 6330 Marindustry Drive
San Diego, CA 92121

Date Signed: _____

Date Signed: _____

Dual Enrollment Program

MEMORANDIUM OF UNDERSTANDING

August 1, 2009 Through June 30, 2014

Coast Community College District (comprised of *Orange Coast College*, *Golden West College*, and *Coastline College* and hereinafter referred to as "CCCD"), and Newport-Mesa Unified School District (hereinafter "NMUSD") agree to work collaboratively to ensure a successful educational experience for students in college classes taught at NMUSD high school site(s). This partnership shall adhere to Title V Education Code provisions governing concurrent enrollment. This memorandum of understanding will be in effect commencing August 1, 2009 and shall remain in effect through June 30, 2014. This memorandum of understanding can be renewed by written agreement of the parties. To this end, the following agreement has been reached by both organizations:

CCCD agrees to the following:

1. Provide a qualified instructor for each college class taught at the high school site(s).
2. Assume responsibility for college faculty salaries and workers compensation insurance.
3. Work with the high school staff to assist in the recruitment, processing and record keeping for each college class.
4. Ensure that a college class held at the high school is open to the public and is so advertised. Courses will be advertised through the applicable College's Schedule of Classes either in hard copy or electronically and will meet the requirements of Ed Code 76002.
5. Retain the explicit authority to establish the admission and/or enrollment criteria of a special part-time (up to and including 11 units) or full-time (12 or more units) student in any session based on age, grade-level completion, or assessment and placement procedures in conformance with matriculation regulations.
6. Provide the high school with a roster of participants and their final grades.
7. Work closely with the high school site administration to resolve any problems that arise.
8. For college classes taught within the high school "bell schedule" the applicable college will adjust times of the college class to match the school site schedule. In order to align with the high school calendar and the college semester calendar, the college division dean will work with the site principal to either offer intersession or summer curriculum from the college or have the high school offer their own learning experience.
9. Course instructors must meet the requirements of Education Code fingerprinting section 45125 and have a current TB test per Education Code section 49406.

Dual Enrollment Program

MEMORANDIUM OF UNDERSTANDING

August 1, 2009 Through June 30, 2014

10. CCCD shall provide access to health services and student accident insurance for students who are enrolled in college classes on the high school site(s).

11. CCCD agrees to indemnify and hold harmless, to the extent of its performance and facility use authorized by law, the NMUSD, its officers, agents and employees from every liability, loss, damage, or expense which may be incurred by reason of: Liability for (1) death or bodily injury to persons, (2) injury to, loss or theft of property or (3) any other loss, damage or expense arising under (1) or (2) above sustained by the NMUSD, the students or by any persons employed by the NMUSD.

12. CCCD agrees to take out and maintain a comprehensive general and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CCCD and NMUSD against liability or claims of liability which may arise out of this AGREEMENT.

NMUSD agrees to the following:

1. Recruit students with the necessary skills and motivation to succeed in the college class and counsel them accordingly. In making a recommendation for the college class enrollment the high school will determine that the student would "benefit from advanced scholastic or vocational work." Ed. Code § 48800 and § 48800.5.
2. Provide an on-site coordinator to assist in disseminating and collecting necessary information, including rosters, grades, and other records.
3. Provide an appropriate room and/or facility for the college class(es) and normal faculty administrative support, including access to classroom computer and network, key for classrooms, and parking permits.
4. Provide the instructor with the pertinent information regarding the school such as maps, bell schedules, schedule changes, school holidays.
5. Assist in the resolutions of any college course problems which might arise on site.
6. Facilitate the appropriate procedures that allow students to receive high school credit for the successful completion of the college classes.

Newport-Mesa Unified School District and Coast Community College District

Dual Enrollment Program

MEMORANDIUM OF UNDERSTANDING

August 1, 2009 Through June 30, 2014

7. Require all high-school student and non-high school enrollees to adhere to all campus policies. The school site administrator or administrator designee shall have the right, subject to the concurrence of the college faculty, to remove any student who does not adhere to the campus rules and policies. All student removals shall be promptly reported to the College disciplinary officer.
8. It is understood that the CCCD and NMUSD collaboration is mutually beneficial to the instructional programs of CCCD and NMUSD, accordingly, NMUSD grants the use of its facilities to CCCD to hold agreed upon college classes on the high school campuses during the NMUSD school calendar.
9. Maintain a modified closed campus policy for the purpose of legally holding college classes on high school sites during the school day.
10. The NMUSD agrees to indemnify and hold harmless, to the extent of its performance under this MOU and to the extent authorized by law, the CCCD, its officers, agents and employees from every liability, loss damage, or expense which may be incurred by reason of: Liability for (1) death or bodily injury to persons, (2) injury to, loss or theft of property or (3) any other loss, damage or expense arising under (1) or (2) above for injuries or damage sustained by the CCCD, its employees, agents or students arising out of NMUSD performance under this MOU.
11. The NMUSD agrees to take out and maintain a comprehensive general liability insurance policy with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CCCD and NMUSD against liability or claims of liability which may arise out of this AGREEMENT.

Dr. Jeffrey C. Hubbard, Superintendent

Newport-Mesa Unified School District Official

Jim Moreno

*President, Board of Trustees
Coast Community College District*

Date

Date





**Budget Summary
Tentative Budget
2009-2010
June 17, 2009**

**ORANGE COAST COLLEGE
COASTLINE COMMUNITY COLLEGE
GOLDEN WEST COLLEGE
DISTRICT OFFICE**

COAST COMMUNITY COLLEGE DISTRICT

TENTATIVE BUDGET

2009-2010

Estimate of Total District Income

Tentative
Budget
2009-10

8100-FEDERAL INCOME

Restricted

8,454,512

Unrestricted

0

TOTAL FEDERAL INCOME

8,454,512

8600-STATE INCOME

Restricted

17,627,067

Unrestricted

70,424,598

TOTAL STATE INCOME

88,051,665

8800-LOCAL INCOME

Restricted

4,291,817

Unrestricted

113,045,921

TOTAL LOCAL INCOME

117,337,738

TOTAL GENERAL FUND INCOME

213,843,915

GENERAL FUND BEGINNING BALANCE

17,600,000

TOTAL INCOME

231,443,915

COAST COMMUNITY COLLEGE DISTRICT

TENTATIVE BUDGET

2009-2010

Estimate of District Unrestricted Income

	Tentative Budget 2009-10
8600-STATE INCOME	
8612 Principal Apportionment	65,600,000
8619 2% Enrollment Admin	124,598
Part-Time Faculty Compensation	0
8672 Homeowner's Exemptions	500,000
8681 State Lottery	4,200,000
TOTAL STATE INCOME	70,424,598
8800-LOCAL INCOME	
8810 District Taxes (Including Subventions)	88,500,000
8830 Contract Instruction	1,300,000
8840 Sales	100,000
8850 Rentals and Leases	1,502,000
8860 Interest	600,000
8871 Child Development Lab School	455,500
8874 Student Enrollment Fee	11,000,000
8879 Transcript Fee	230,000
8880 Non-Resident Student Fees	6,755,000
8889 Class Audit Fee	7,000
Library Fines	10,000
Application Fees	21,500
Range Fees	75,721
8892 Telecourse Production	865,700
8893 Parking Fines	426,000
8899 Enterprise Reimbursements	887,500
Phase II Development, Coastline Business Park	210,000
Extended Education	100,000
TOTAL LOCAL INCOME	113,045,921
TOTAL GENERAL FUND UNRESTRICTED INCOME	183,470,519

COAST COMMUNITY COLLEGE DISTRICT

TENTATIVE BUDGET

2009-2010

Estimate of District Restricted Income

Tentative
Budget
2009-10

8100-FEDERAL INCOME

8120 Federal Work Study Program	616,111
5% Administrative Allowance	113,482
North American Renew Energy Tech	92,861
Strengthening Institutions Title III	698,109
8130 WIA-Disadvantaged Adult North	578,300
WIA-Disadvantaged Adult South	578,300
WIA-Nursing Expansion Grant	402,000
WIA-Sr Community Service Employmnt North	49,548
WIA-Sr Community Service Employmnt South	49,548
WIA-Dislocated Worker South	1,210,617
WIA-Dislocated Worker North	1,210,617
WIA-Navigator Grant North	44,550
WIA-25% Vet Empl Assistance Program	83,189
WIA-15% Vet Empl Assistance Program	83,381
WIA-25% Regl Veteran Services Coll	130,500
WIA-15% Regl Veteran Services Coll	130,500
8140 Transitional Assistance Needy Family - TANF	129,844
8170 Vocational and Applied Technology Education Act	1,166,468
VTEA - Tech Prep Consortia Project	107,350
VTEA - Tech Prep Regional Coord	315,000
VTEA - Business Education Statewide Advisory Committee	38,000
VTEA - Business Industry Collaborative	300,000
VTEA - Work Base Collaborative Learning	100,000
8190 Child Dev Training Consortium	22,500
USDE ESL 231	56,326
USDE English Literacy & Civics	24,369
C-Spirit Curricular Dev Informatics	123,042

TOTAL FEDERAL INCOME

8,454,512

8600-STATE INCOME

8622 Economic Opportunity (EOPS)	3,028,720
EOPS-Coop Agency Resource Education	213,930
8623 Disabled Student Allowance (AB 77)	2,727,047
8624 Cal Works	561,247
8625 Telecom & Tech Infrastructure	225,058
8629 Matriculation	2,394,958
Matriculation-Non Credit	138,297
State Instructional Equipment	516,361
State Instructional Equipment - One Time	138,300
Basic Skills	1,513,620
State Hospital Program (Fairview)	749,065
CA Articulation CAN	2,625

COAST COMMUNITY COLLEGE DISTRICT

TENTATIVE BUDGET

2009-2010

Estimate of District Restricted Income

	Tentative Budget 2009-10
8629 Nursing & Allied Health Equipment	18,493
AS RN Nursing Degree	80,543
AS RN Enrollment Growth Retention	235,250
Online Nursing Res Center Clinical	4,117
Evaluation Grant SB70	582,500
Board Financial Assistance Admin. Allowance	1,343,402
Staff Diversity	45,801
Staff Development C/O	24,000
RHORC Econ Workforce Develop Program	205,000
Industry Driven Regional Collaborative	225,790
Career Tech Ed Community Collaborative	250,565
STEM CTE Community Collaborative	100,171
Career Tech Ed Community Collaborative Yr 2	400,000
8653 Live Caption Instructional Improvement Butte Coll	256
8654 Middle College/High School - OCC	136,769
8659 On the Job Training/Work Experience	724,553
Mental Health Training CA Law Enforce	231,844
Child At Risk Boating Scholarship	6,458
8681 Restricted Lottery	802,327
TOTAL STATE INCOME	17,627,067
8800-LOCAL INCOME	
8876 Student Health Fee	1,664,000
8877 Instructional Materials Fees	755,606
8881 Parking Fees	1,727,000
8899 Career Development Technical Workshops	100,000
UCI Internship Mentors	8,290
Huntington Beach CDBG Contract	36,921
TOTAL LOCAL INCOME	4,291,817
TOTAL GENERAL FUND RESTRICTED INCOME	30,373,396

Coast Community College District

TENTATIVE BUDGET

2009-2010

Summary Of Total Appropriations

General Fund	Tentative Budget 2009-10
1100 Instructors Regular Salaries	39,397,267
1200 Non-Instructional Regular Contract	16,503,595
1300 Instructors Hourly	17,685,105
1400 Non-Instructional Hourly	2,807,583
1000 CERTIFICATED SALARIES	76,393,550
2100 Classified Salaries Regular Contract	45,528,705
2200 Instructional Aide Regular Contract	4,118,992
2300 Non-Instructional, Hourly	4,811,363
2400 Instructional Aide, Hourly	1,102,455
2000 CLASSIFIED SALARIES	55,561,515
3000 STAFF BENEFITS	47,472,478
4000 BOOKS, SUPPLIES AND MATERIALS	5,381,549
5000 OTHER OPERATING EXP AND SERVICES	28,275,047
6100 Site Improvements	11,000
6200 Building Improvements	60,118
6300 Books (New)	98,055
6400 Equipment and Lease Purchases	2,947,465
6000 CAPITAL OUTLAY	3,116,638
7000 Student Financial Aid and Inter - Fund Transfer	2,163,692
7900 Campus Contingencies	1,079,446
7900 Reserves for Contingencies	12,000,000
7000 OTHER OUTGO AND RESERVES	15,243,138
TOTAL GENERAL FUND	231,443,915

Coast Community College District

TENTATIVE BUDGET

2009-2010

Summary Of Unrestricted Appropriations

General Fund	Tentative Budget 2009-10
1100 Instructors Regular Salaries	39,163,307
1200 Non-Instructional Regular Contract	14,587,511
1300 Instructors Hourly	16,735,071
1400 Non-Instructional Hourly	1,684,204
1000 CERTIFICATED SALARIES	72,170,093
2100 Classified Salaries Regular Contract	39,144,454
2200 Instructional Aide Regular Contract	3,729,463
2300 Non-Instructional, Hourly	2,011,656
2400 Instructional Aide, Hourly	523,864
2000 CLASSIFIED SALARIES	45,409,437
3000 STAFF BENEFITS	43,389,590
4000 BOOKS, SUPPLIES AND MATERIALS	3,566,584
5000 OTHER OPERATING EXP AND SERVICES	21,620,228
6100 Site Improvements	11,000
6200 Building Improvements	60,118
6300 Books (New)	98,055
6400 Equipment and Lease Purchases	1,458,936
6000 CAPITAL OUTLAY	1,628,109
7000 Student Financial Aid and Inter - Fund Transfer	207,032
7900 Campus Contingencies	1,079,446
7900 Reserves for Contingencies	12,000,000
7000 OTHER OUTGO AND RESERVES	13,286,478
TOTAL UNRESTRICTED GENERAL FUND	201,070,519

Coast Community College District

TENTATIVE BUDGET

2009-2010

Summary Of Restricted Appropriations

General Fund	Tentative Budget 2009-10
1100 Instructors Regular Salaries	233,960
1200 Non-Instructional Regular Contract	1,916,084
1300 Instructors Hourly	950,034
1400 Non-Instructional Hourly	1,123,379
1000 CERTIFICATED SALARIES	4,223,457
2100 Classified Salaries Regular Contract	6,384,251
2200 Instructional Aide Regular Contract	389,529
2300 Non-Instructional, Hourly	2,799,707
2400 Instructional Aide, Hourly	578,591
2000 CLASSIFIED SALARIES	10,152,078
3000 STAFF BENEFITS	4,082,888
4000 BOOKS, SUPPLIES AND MATERIALS	1,814,965
5000 OTHER OPERATING EXP AND SERVICES	6,654,819
6100 Site Improvements	0
6200 Building Improvements	0
6300 Books (New)	0
6400 Equipment and Lease Purchases	1,488,529
6000 CAPITAL OUTLAY	1,488,529
7000 Student Financial Aid and Inter - Fund Transfer	1,956,660
7900 Holding for Distribution	0
7900 Reserves for Contingencies	0
7000 OTHER OUTGO AND RESERVES	1,956,660
TOTAL RESTRICTED GENERAL FUND	30,373,396

COAST COMMUNITY COLLEGE DISTRICT

TENTATIVE BUDGET

2009-2010

All Funds

	General Fund 01	Child Development 33	Capital Outlay 41	GO Bond Fund 42	Insurance Services 61	Non-Restricted Reimbursable 81	Total All Funds
Beginning Balance	17,600,000	0	5,850,466	102,600,000	34,500,000	0	160,550,466
Income Budgeted	213,843,915	1,402,321	2,300,000	1,500,000	38,670,000	12,424,699	270,140,935
Expenses Budgeted	231,443,915	1,402,321	8,150,466	104,100,000	73,170,000	12,424,699	430,691,401

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UNRESTRICTED

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
District Wide

Fund	110	Unrestricted General Fund
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			2009/2010 Tentative Budget
1	1100	Instructor Contract	39,163,307
	1200	Non Instructor Cert Contract	14,587,511
	1300	Instructors Hourly	16,735,071
	1400	Non Instructor Certificated Hrly	1,684,204
			72,170,093
2	2100	Classified Contract	39,144,454
	2200	Classified Instr Contract	3,729,463
	2300	Classified Hourly Non Instr	2,011,656
	2400	Class Instr Hourly	523,864
			45,409,437
3	3000	Employee Benefits Holding	1,402,870
	3100	STRS Retirement	4,031,481
	3200	PERS Retirement	4,631,025
	3300	OASDI	4,195,391
	3400	Health and Welfare	18,346,569
	3500	Unemployment Insurance	290,619
	3600	Workers Compensation	1,646,835
	3700	Retiree Benefits	8,844,800
			43,389,590
4	4200	Reference Books	21,482
	4300	Supplies	2,956,807
	4400	Media Supplies	46,481
	4600	Fuel Oil Repair Parts	541,814
			3,566,584

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
District Wide

Fund	110	Unrestricted General Fund
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			2009/2010 Tentative Budget
5	5001	Indirect Expense Chargeback	48,392
	5100	Personal and Consultant Svcs	571,875
	5200	Travel	655,577
	5300	Subscriptions Dues Memberships	267,640
	5400	Insurance	1,420,377
	5500	Utilities	5,132,782
	5600	Rent Leases Repairs	5,892,084
	5700	Legal Election Audit	1,942,380
	5800	Other Operating	5,368,741
	5900	Other	320,380
			21,620,228
6	6100	Site Improvements	11,000
	6200	Building Improvements	60,118
	6300	Library Books	98,055
	6400	Equipment	1,458,936
			1,628,109
7	7300	Interfund Transfer Out	185,032
	7500	Student Financial Aid	20,000
	7600	Other Payments To For Students	2,000
	7900	Reserve for Contingencies	13,079,446
			13,286,478
			201,070,519

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
District Site

Fund 110		Unrestricted General Fund	
			2009/2010 Tentative Budget
1	1200	Non Instructor Cert Contract	955,444
	1400	Non Instructor Certificated Hrly	1,560
			957,004
2	2100	Classified Contract	7,866,023
	2300	Classified Hourly Non Instr	293,680
			8,159,703
3	3000	Employee Benefits Holding	22,495
	3100	STRS Retirement	57,612
	3200	PERS Retirement	766,014
	3300	OASDI	603,154
	3400	Health and Welfare	1,668,164
	3500	Unemployment Insurance	26,467
	3600	Workers Compensation	149,966
			3,293,872
4	4200	Reference Books	12,150
	4300	Supplies	196,965
	4600	Fuel Oil Repair Parts	1,000
			210,115
5	5100	Personal and Consultant Svcs	91,800
	5200	Travel	118,556
	5300	Subscriptions Dues Memberships	12,549
	5500	Utilities	239,458
	5600	Rent Leases Repairs	753,693
	5700	Legal Election Audit	58,000

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
District Site

Fund 110	Unrestricted General Fund
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			2009/2010 Tentative Budget
5	5800	Other Operating	282,774
			1,556,830
6	6100	Site Improvements	1,000
	6400	Equipment	365,331
			366,331
			14,543,855

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
Orange Coast College

Fund 110	Unrestricted General Fund
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			2009/2010 Tentative Budget
1	1100	Instructor Contract	24,094,668
	1200	Non Instructor Cert Contract	6,351,901
	1300	Instructors Hourly	6,999,621
	1400	Non Instructor Certificated Hrly	640,698
			38,086,888
2	2100	Classified Contract	13,993,616
	2200	Classified Instr Contract	2,404,303
	2300	Classified Hourly Non Instr	469,806
	2400	Class Instr Hourly	342,410
			17,210,135
3	3000	Employee Benefits Holding	604,921
	3100	STRS Retirement	2,299,677
	3200	PERS Retirement	1,737,442
	3300	OASDI	1,745,731
	3400	Health and Welfare	8,867,119
	3500	Unemployment Insurance	139,077
	3600	Workers Compensation	788,104
			16,182,071
4	4200	Reference Books	1,400
	4300	Supplies	1,370,771
	4400	Media Supplies	33,440
	4600	Fuel Oil Repair Parts	198,633
			1,604,244
5	5100	Personal and Consultant Svcs	18,159

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
Orange Coast College

Fund 110	Unrestricted General Fund
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			2009/2010 Tentative Budget
5	5200	Travel	137,266
	5300	Subscriptions Dues Memberships	54,506
	5400	Insurance	120,444
	5500	Utilities	2,450,411
	5600	Rent Leases Repairs	1,774,312
	5700	Legal Election Audit	451,300
	5800	Other Operating	734,477
	5900	Other	106,425
			5,847,300
6	6200	Building Improvements	58,000
	6300	Library Books	70,127
	6400	Equipment	197,603
			325,730
7	7300	Interfund Transfer Out	75,931
	7600	Other Payments To For Students	800
			76,731
			79,333,099

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
Golden West College

Fund 110		Unrestricted General Fund	
			2009/2010 Tentative Budget
1	1100	Instructor Contract	12,438,516
	1200	Non Instructor Cert Contract	3,873,193
	1300	Instructors Hourly	5,431,877
	1400	Non Instructor Certificated Hrly	625,963
			22,369,549
2	2100	Classified Contract	10,190,413
	2200	Classified Instr Contract	923,480
	2300	Classified Hourly Non Instr	280,941
	2400	Class Instr Hourly	128,803
			11,523,637
3	3000	Employee Benefits Holding	313,157
	3100	STRS Retirement	1,267,874
	3200	PERS Retirement	1,209,003
	3300	OASDI	1,168,126
	3400	Health and Welfare	5,267,603
	3500	Unemployment Insurance	85,189
	3600	Workers Compensation	482,739
			9,793,691
4	4200	Reference Books	4,535
	4300	Supplies	827,564
	4400	Media Supplies	4,094
	4600	Fuel Oil Repair Parts	99,350
			935,543
5	5100	Personal and Consultant Svcs	8,416

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
Golden West College

Fund 110	Unrestricted General Fund
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			2009/2010 Tentative Budget
5	5200	Travel	121,003
	5300	Subscriptions Dues Memberships	53,069
	5400	Insurance	92,000
	5500	Utilities	1,187,328
	5600	Rent Leases Repairs	460,323
	5700	Legal Election Audit	200,000
	5800	Other Operating	715,947
	5900	Other	46,090
			2,884,176
6	6200	Building Improvements	2,118
	6300	Library Books	27,928
	6400	Equipment	38,756
			68,802
7	7300	Interfund Transfer Out	64,645
	7600	Other Payments To For Students	1,200
			65,845
			47,641,243

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
Coastline Community College

Fund 110		Unrestricted General Fund	
			2009/2010 Tentative Budget
1	1100	Instructor Contract	2,630,123
	1200	Non Instructor Cert Contract	2,714,605
	1300	Instructors Hourly	4,303,573
	1400	Non Instructor Certificated Hrly	379,583
			10,027,884
2	2100	Classified Contract	6,339,136
	2200	Classified Instr Contract	401,680
	2300	Classified Hourly Non Instr	807,669
	2400	Class Instr Hourly	52,651
			7,601,136
3	3000	Employee Benefits Holding	457,060
	3100	STRS Retirement	369,241
	3200	PERS Retirement	694,864
	3300	OASDI	595,308
	3400	Health and Welfare	2,267,454
	3500	Unemployment Insurance	35,543
	3600	Workers Compensation	201,417
			4,620,887
4	4200	Reference Books	1,397
	4300	Supplies	462,857
	4400	Media Supplies	8,947
	4600	Fuel Oil Repair Parts	1,831
			475,032
5	5100	Personal and Consultant Svcs	405,500

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
Coastline Community College

Fund 110		Unrestricted General Fund	
			2009/2010 Tentative Budget
5	5200	Travel	75,752
	5300	Subscriptions Dues Memberships	32,266
	5400	Insurance	31,821
	5500	Utilities	1,037,085
	5600	Rent Leases Repairs	882,415
	5700	Legal Election Audit	180,580
	5800	Other Operating	2,273,201
			4,918,620
6	6400	Equipment	65,166
			65,166
7	7300	Interfund Transfer Out	44,456
	7900	Reserve for Contingencies	479,446
			523,902
			28,232,627

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
District Wide Operations

Fund 110		Unrestricted General Fund	
			2009/2010 Tentative Budget
1	1200	Non Instructor Cert Contract	692,368
	1400	Non Instructor Certificated Hrly	36,400
			728,768
2	2100	Classified Contract	755,266
	2300	Classified Hourly Non Instr	159,560
			914,826
3	3000	Employee Benefits Holding	5,237
	3100	STRS Retirement	37,077
	3200	PERS Retirement	223,702
	3300	OASDI	83,072
	3400	Health and Welfare	276,229
	3500	Unemployment Insurance	4,343
	3600	Workers Compensation	24,609
	3700	Retiree Benefits	8,844,800
			9,499,069
4	4200	Reference Books	2,000
	4300	Supplies	98,650
	4600	Fuel Oil Repair Parts	241,000
			341,650
5	5001	Indirect Expense Chargeback	48,392
	5100	Personal and Consultant Svcs	48,000
	5200	Travel	203,000
	5300	Subscriptions Dues Memberships	115,250
	5400	Insurance	1,176,112

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
District Wide Operations

Fund	110	Unrestricted General Fund
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			2009/2010 Tentative Budget
5	5500	Utilities	218,500
	5600	Rent Leases Repairs	2,021,341
	5700	Legal Election Audit	1,052,500
	5800	Other Operating	1,362,342
	5900	Other	167,865
			6,413,302
6	6100	Site Improvements	10,000
	6400	Equipment	792,080
			802,080
7	7500	Student Financial Aid	20,000
			20,000
			18,719,695

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
Ending Balance

Fund 110	Unrestricted General Fund
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			2009/2010 Tentative Budget
7	7900	Reserve for Contingencies	12,600,000
			12,600,000
			12,600,000

RESTRICTED

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
District Wide

Fund 120		Restricted General Fund	
			2009/2010 Tentative Budget
1	1100	Instructor Contract	233,960
	1200	Non Instructor Cert Contract	1,916,084
	1300	Instructors Hourly	950,034
	1400	Non Instructor Certificated Hrly	1,123,379
			4,223,457
2	2100	Classified Contract	6,384,251
	2200	Classified Instr Contract	389,529
	2300	Classified Hourly Non Instr	2,799,707
	2400	Class Instr Hourly	578,591
			10,152,078
3	3000	Employee Benefits Holding	1,402,624
	3100	STRS Retirement	159,204
	3200	PERS Retirement	452,332
	3300	OASDI	398,243
	3400	Health and Welfare	1,536,610
	3500	Unemployment Insurance	20,084
	3600	Workers Compensation	113,791
			4,082,888
4	4200	Reference Books	8,160
	4300	Supplies	1,796,885
	4400	Media Supplies	9,320
	4600	Fuel Oil Repair Parts	600
			1,814,965
5	5001	Indirect Expense Chargeback	306,911

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
District Wide

Fund	120	Restricted General Fund
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			2009/2010 Tentative Budget
5	5100	Personal and Consultant Svcs	206,312
	5200	Travel	371,893
	5300	Subscriptions Dues Memberships	58,342
	5500	Utilities	78,201
	5600	Rent Leases Repairs	1,512,156
	5700	Legal Election Audit	40,000
	5800	Other Operating	2,058,662
	5900	Other	2,022,342
			6,654,819
6	6400	Equipment	1,488,529
			1,488,529
7	7300	Interfund Transfer Out	50,000
	7500	Student Financial Aid	106,260
	7600	Other Payments To For Students	1,800,400
			1,956,660
			30,373,396

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
District Site

Fund 120		Restricted General Fund	
			2009/2010 Tentative Budget
1	1200	Non Instructor Cert Contract	18,430
	1400	Non Instructor Certificated Hrly	76,000
			94,430
2	2100	Classified Contract	198,240
	2300	Classified Hourly Non Instr	144,050
			342,290
3	3000	Employee Benefits Holding	58,107
	3200	PERS Retirement	11,541
	3300	OASDI	9,362
	3400	Health and Welfare	27,352
	3500	Unemployment Insurance	368
	3600	Workers Compensation	2,080
			108,810
4	4300	Supplies	14,788
			14,788
5	5001	Indirect Expense Chargeback	75,639
	5100	Personal and Consultant Svcs	50,000
	5200	Travel	31,835
	5800	Other Operating	710,718
	5900	Other	31,988
			900,180
6	6400	Equipment	5,000
			5,000
			1,465,498

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
Orange Coast College

Fund	120	Restricted General Fund
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			2009/2010 Tentative Budget
1	1200	Non Instructor Cert Contract	693,233
	1300	Instructors Hourly	106,800
	1400	Non Instructor Certificated Hrly	262,602
			1,062,635
2	2100	Classified Contract	2,062,832
	2200	Classified Instr Contract	323,618
	2300	Classified Hourly Non Instr	1,274,969
	2400	Class Instr Hourly	281,938
			3,943,357
3	3000	Employee Benefits Holding	178,672
	3100	STRS Retirement	49,965
	3200	PERS Retirement	247,379
	3300	OASDI	206,765
	3400	Health and Welfare	797,764
	3500	Unemployment Insurance	9,588
	3600	Workers Compensation	54,335
			1,544,468
4	4300	Supplies	551,026
	4600	Fuel Oil Repair Parts	600
			551,626
5	5001	Indirect Expense Chargeback	35,396
	5200	Travel	113,083
	5300	Subscriptions Dues Memberships	750
	5500	Utilities	4,500

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
Orange Coast College

Fund	120	Restricted General Fund
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			2009/2010 Tentative Budget
5	5600	Rent Leases Repairs	193,410
	5700	Legal Election Audit	40,000
	5800	Other Operating	527,449
	5900	Other	495,106
			1,409,694
6	6400	Equipment	678,804
			678,804
7	7500	Student Financial Aid	91,960
	7600	Other Payments To For Students	786,656
			878,616
			10,069,200

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
Golden West College

Fund	120	Restricted General Fund
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			2009/2010 Tentative Budget
1	1100	Instructor Contract	40,305
	1200	Non Instructor Cert Contract	723,904
	1300	Instructors Hourly	472,047
	1400	Non Instructor Certificated Hrly	361,428
			1,597,684
2	2100	Classified Contract	1,313,082
	2200	Classified Instr Contract	65,911
	2300	Classified Hourly Non Instr	750,943
	2400	Class Instr Hourly	104,153
			2,234,089
3	3000	Employee Benefits Holding	136,856
	3100	STRS Retirement	65,918
	3200	PERS Retirement	128,095
	3300	OASDI	124,032
	3400	Health and Welfare	464,477
	3500	Unemployment Insurance	6,475
	3600	Workers Compensation	36,676
			962,529
4	4300	Supplies	800,284
			800,284
5	5001	Indirect Expense Chargeback	60,340
	5100	Personal and Consultant Svcs	22,212
	5200	Travel	87,798
	5300	Subscriptions Dues Memberships	3,093

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
Golden West College

Fund 120	Restricted General Fund
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			2009/2010 Tentative Budget
5	5600	Rent Leases Repairs	202,708
	5800	Other Operating	114,432
	5900	Other	976,106
			1,466,689
6	6400	Equipment	588,301
			588,301
7	7500	Student Financial Aid	10,000
	7600	Other Payments To For Students	612,678
			622,678
			8,272,254

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
Coastline Community College

Fund 120		Restricted General Fund	
			2009/2010 Tentative Budget
1	1100	Instructor Contract	193,655
	1200	Non Instructor Cert Contract	480,517
	1300	Instructors Hourly	400,487
	1400	Non Instructor Certificated Hrly	428,349
			1,503,008
2	2100	Classified Contract	2,763,523
	2300	Classified Hourly Non Instr	621,393
	2400	Class Instr Hourly	192,500
			3,577,416
3	3000	Employee Benefits Holding	1,030,215
	3100	STRS Retirement	43,321
	3200	PERS Retirement	65,317
	3300	OASDI	58,084
	3400	Health and Welfare	247,017
	3500	Unemployment Insurance	3,653
	3600	Workers Compensation	20,700
			1,468,307
4	4200	Reference Books	8,160
	4300	Supplies	438,687
	4400	Media Supplies	9,320
			456,167
5	5001	Indirect Expense Chargeback	135,536
	5100	Personal and Consultant Svcs	134,100
	5200	Travel	135,677

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
Coastline Community College

Fund	120	Restricted General Fund
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			2009/2010 Tentative Budget
5	5300	Subscriptions Dues Memberships	54,499
	5500	Utilities	73,701
	5600	Rent Leases Repairs	986,038
	5800	Other Operating	509,551
	5900	Other	519,142
			2,548,244
6	6400	Equipment	204,424
			204,424
7	7300	Interfund Transfer Out	50,000
	7500	Student Financial Aid	4,300
	7600	Other Payments To For Students	401,066
			455,366
			10,212,932

COAST COMMUNITY COLLEGE DISTRICT
TENTATIVE BUDGET
District Wide Operations

Fund 120	Restricted General Fund
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			2009/2010 Tentative Budget
5	5600	Rent Leases Repairs	150,000
	5800	Other Operating	203,512
			353,512
			353,512

BUDGET ALLOCATION MODEL

TENTATIVE BUDGET ALLOCATION 2009-2010

5/29/2009 17:10

ESTIMATED INCOME

UNRESTRICTED REVENUES

I. DISTRICTWIDE ENDING BALANCE (WITHOUT CAMPUS BALANCES)				
DISTRIBUTION OF ENDING BALANCE				17,000,000
	RESERVE FOR CONTINGENCY (6%)	12,000,000	17,000,000	
	TRANSFER TO ON-GOING EXPENSES	5,000,000		
II. UNRESTRICTED REVENUES				175,804,098
A. FTE REVENUES (0% COLA, PROP TAX SHORTFALL, APPORT REDUCTION)			165,600,000	
1) GENERAL		65,600,000		
2) LOCAL PROPERTY TAXES		89,000,000		
3) ENROLLMENT FEES		11,000,000		
B. OTHER GENERAL REVENUES			5,204,098	
1) STATE		4,324,598		
a) LOTTERY INCOME @ \$110 PER FTE	4,200,000			
b) 2% ENROLLMENT ADMINISTRATION	124,598			
2) LOCAL		879,500		
a) INTEREST INCOME	600,000			
b) JOINT USE DEVELOPMENT	210,000			
c) LA HABRA RENTALS	69,500			
C. TRANSFER FROM ENDING BALANCE			5,000,000	

ONE TIME FUNDS ONLY. DISTRICT MUST IDENTIFY THESE CUTS DURING 2009-10 TO BALANCE 2010-11 BUDGET.

PREVIOUS YEAR'S REVENUE	179,987,019
CURRENT YEAR REVENUE	<u>175,804,098</u>
DIFFERENCE	<u>-4,182,921</u>

DISTRICTWIDE EXPENSES (ADMIN 9)

RELEASE TIME POSITIONS (94300X, 943010, 94380X)	1,033,555	HR SETTLEMENTS / INSTR REPLACEMENT (9818XX)	103,658
LEGAL/CONSULTING FEES (96062x, 96092X)	825,000	PROF DEV / RETRN (982301, 982401, 982501, 98260X, 982701)	461,202
DIS MAINTENANCE (963501, 966140, 967001)	2,136,787	EMPLOYEE WELLNESS / EXAMS (982801, 982900)	40,000
DIS CAPITAL PROJECTS (963863)	388,380	RETIREE HEALTH BENEFITS - CURRENT (982903)	8,844,800
DIS SYSTEM IMPROVEMENT (963801)	463,050	RETIREE HEALTH BENEFITS - PAST SVC LIAB (983101)	0
STUDENT RECRUITMENT / COUNCIL (969010, 969020, 969101)	319,300	FIXED ASSET MANAGEMENT (984501, 984502, 963701)	76,500
D/W PRINTING (980630, 981630, 981635)	41,000	D/W CONSTRUCTION & PLANNING PROJ (986310, 986320)	70,000
EMPLOYEE RECRUIT / HR STUDIES (981700, 9819XX, 982001)	174,854	ENVIRONMENTAL HEALTH & SAFETY (986600)	540,771
D/W SERVCS (9607XX,980610,980620,980900,981010,986900)	575,257	TRANS & VEHICLE MAINT (987000)	359,303
MEMBERSHIPS (980625)	110,000	STUDENT TRANSPORTATION (987800)	688,278
FISCAL AUDIT (960610)	180,000	HOLDING FOR PERS INCREASE	135,000
PROPERTY CASUALTY INSURANCE (980300)	1,153,000		

SUB TOTAL 7,400,183

FOR DISTRIBUTION

0

TOTAL ADMIN 9

SUB TOTAL 11,319,512

PREVIOUS YEAR'S TOTAL DISTRICTWIDE EXPENSE (ADMIN 9)
CURRENT YEAR TOTAL DISTRICTWIDE EXPENSE (ADMIN 9)

19,857,627

18,719,695

DIFFERENCE -1,137,932

% OF UNRES REV 10.65%

* HOLD FOR DISTRIBUTION TO COLLEGES

FIXED COSTS

	<u>ORANGE COAST</u>	<u>GOLDEN WEST</u>	<u>COASTLINE</u>	<u>DISTRICT</u>	<u>TOTAL</u>
CONTINUING FIXED COSTS	6,931,187	4,497,098	1,388,440	14,655,325	27,472,050
TRANSFER TO FTES DISTRIBUTION	0	0	0	0	0
APPROVED NEW POSITIONS/TRANSFERS		83,516		-83,516	0
NEGOTIATED INCREASES					
SALARY INCREASES	435,279	267,832	108,682	86,620	898,413
LONGEVITY	10,969	5,236	11,546	5,273	33,024
ADJUNCT SALARY INCREASES	140,894	97,244	66,125		304,263
SABBATICAL / PROF DEVELOPMENT					0
STEP AND COLUMN INCREASES	675,507	345,335	124,469	110,188	1,255,499
HEALTH & WELFARE BENEFITS	181,270	97,006	71,208	21,295	370,779
STATUTORY CONTRIBUTION INCREASES	116,478	-54,508	102,949	25,786	190,705
NET CONTINUING FIXED COSTS	1,560,397	841,661	484,979	165,646	3,052,683
BASIC ALLOCATION	3,875,136	3,875,136	3,321,545	0	11,071,817
				0	0
TOTAL	12,366,720	9,213,895	5,194,964	14,820,971	41,596,550

PREVIOUS YEAR'S FIXED COSTS

CURRENT YEAR FIXED COSTS

38,064,050

41,596,550

DIFFERENCE
% OF UNRES REV

3,532,500

23.66%

IN 1990 WHEN THE CURRENT MODEL WAS FIRST ADOPTED ACTUAL FACULTY SALARY EXPENDITURES, BOTH CONTRACT AND ADJUNCT, WERE CONSIDERED AS FIXED COSTS. SINCE THAT TIME, WHEN MONEY WAS AVAILABLE, THE NUMBER WAS INCREASED BY THE COST OF ALL SALARY AND HEALTH BENEFIT INCREASES.

FTES CALCULATIONS AND DISTRIBUTION

	<u>ORANGE COAST</u>	<u>GOLDEN WEST</u>	<u>COASTLINE</u>	<u>TOTAL</u>
2009-2010 TARGET CREDIT FTES	18,412	10,778	5,810	35,000
NET NON-CREDIT FTES (@ 60.13% OF CREDIT)	5	1	416	422
ACTUAL NON-CREDIT FTES	<u>9</u>	<u>2</u>	<u>692</u>	<u>703</u>
TOTAL FOR DISTRIBUTION	18,417	10,779	6,226	35,422
% OF TOTAL	51.99%	30.43%	17.58%	100.00%

PREVIOUS YEAR'S FTES DISTRIBUTION (INCLUDING GROWTH) 118,480,910

CURRENT YEAR FTES REVENUE DISTRIBUTION (SAME AS PREVIOUS YEAR)	118,480,910
TRANSFER FROM FIXED COSTS	0
PART-TIME FACULTY PARITY FUNDS	<u>0</u>
TOTAL AVAILABLE FOR DISTRIBUTION	118,480,910

DISTRIBUTION EQUALS TOTAL ACTUAL FTES
DIVIDED INTO TOTAL AVAILABLE REVENUE AND
THEN MULTIPLIED BY COLLEGE ACTUAL FTES

TOTAL AVAILABLE \$ DIVIDED BY
TOTAL FTES FOR DISTRIBUTION

118,480,910
35,422
3,345

3,345 \$ PER FTES

FTES REVENUE = FTES X 3,345

FTES REVENUE DISTRIBUTION

<u>ORANGE COAST</u>	<u>GOLDEN WEST</u>	<u>COASTLINE</u>	<u>TOTAL</u>
61,601,912	36,054,026	20,824,972	118,480,910

PREVIOUS YEAR'S TOTAL FTES DISTRIBUTION
CURRENT YEAR TOTAL FTES DISTRIBUTION

120,065,342

118,480,910

DIFFERENCE
% OF UNRES REV

-1,584,432
67.39%

TOTAL 2009-2010 BASE ALLOCATION

	<u>FIXED COSTS</u>	<u>FTES REVENUE</u>	<u>2009-2010 BASE ALLOCATION</u>	<u>% OF TOTAL UNREST REV</u>
ORANGE COAST	12,366,720	61,601,912	73,968,632	41.37%
GOLDEN WEST	9,213,895	36,054,026	45,267,921	25.32%
COASTLINE	5,194,964	20,824,972	26,019,936	14.55%
DISTRICT OFFICE	14,820,971		14,820,971	8.29%
DISTRICTWIDE (ADMIN 9)	18,719,695		18,719,695	10.47%
TOTAL	60,316,245	118,480,910	178,797,155	100.00%

FUNDING PER FTES

	<u>ALLOCATION</u>	<u>BASE ALLOCATION</u>	<u>BALANCE</u>	<u>FUNDING / FTES (WITHOUT BASE)</u>	<u>STABILITY FUNDS</u>	<u>ADDITIONAL FUNDS</u>	<u>TOTAL FUNDS</u>	<u>FUNDING / FTES (WITHOUT BASE)</u>
OCC	73,968,632	3,875,136	70,093,496	3,806		-	73,968,632	3,806
GWC	45,267,921	3,875,136	41,392,785	3,840		-	45,267,921	3,840
CCC	26,019,936	3,321,545	22,698,391	3,646		-	26,019,936	3,646
	145,256,490	11,071,817	134,184,673	3,788	-	-	145,256,490	3,788

TOTAL FUNDING WITH ADMIN 9 ALLOCATION (INFORMATION ONLY)

	<u>TOTAL FUNDING</u>	<u>ADMIN 9 ALLOCATION</u>	<u>TOTAL ALLOCATION</u>	<u>FUNDING PER FTES</u>
OCC	73,968,632	8,650,001	82,618,633	4,486
GWC	45,267,921	5,293,698	50,561,619	4,691
CCC	26,019,936	3,042,810	29,062,746	4,668
DIST	14,820,971	1,733,186	16,554,157	

DEDICATED REVENUE

SOURCE	<u>ORANGE COAST</u>	<u>GOLDEN WEST</u>	<u>COASTLINE</u>	<u>TOTAL</u>
CONTRACT ED	50,000	0	1,250,000	1,300,000
COSMETOLOGY	0	100,000	0	100,000
SUBLEASE/RENTALS	750,000	562,500	120,000	1,432,500
EARLY CHILDHOOD	455,500	0	0	455,500
TRANSCRIPT FEES	90,000	60,000	80,000	230,000
NON-RESIDENT TUITION	4,600,000	1,775,000	380,000	6,755,000
CLASS AUDIT FEES	2,000	3,000	2,000	7,000
LIBRARY FINES	10,000	0	0	10,000
NON-RES APP FEE	15,000	6,000	500	21,500
OTHER STUDENT FEES	0	75,721	0	75,721
TELECOURSE PRODUCTION	0	0	865,700	865,700
PARKING FINES	275,000	150,000	1,000	426,000
ENTERPRISE REIMBURSEMENTS	400,000	487,500	0	887,500
EXTENDED EDUCATION	<u>100,000</u>	<u>0</u>	<u>0</u>	<u>100,000</u>
TOTALS	6,747,500	3,219,721	2,699,200	12,666,421

PREVIOUS YEAR'S TOTAL DEDICATED REVENUE

10,061,736

CURRENT YEAR TOTAL DEDICATED REVENUE

12,666,421

DIFFERENCE

2,604,685

2009-2010 TOTAL GENERAL FUND ALLOCATION

ALL REVENUES AVAILABLE

UNRESTRICTED REVENUE	175,804,098
DEDICATED REVENUE	12,666,421
CAMPUS ENDING BAL.	600,000
DISTRICT ENDING BAL.	12,000,000

TOTAL 201,070,519

UNRESTRICTED FUNDS AVAILABLE

AMOUNT NEEDED TO FULLY FUND BASE ALLOCATION	175,804,098
DIFFERENCE (IF NEG = TARGET REDUCTION)	-2,993,057

DIFFERENCE
(IF POSITIVE HOLD FOR DISTRIBUTION) 0

	2009-2010 BASE ALLOCATION	% OF TOTAL	% OF TOTAL WITHOUT DISTRICTWIDE	SHARE OF TARGET REDUCTION	ADJUSTED BASE ALLOCATION	DEDICATED REVENUE	TOTAL 2009-2010 ALLOCATION
ORANGE COAST	73,968,632	41.37%	46.21%	-1,383,033	72,585,599	6,747,500	79,333,099
GOLDEN WEST	45,267,921	25.32%	28.28%	-846,399	44,421,522	3,219,721	47,641,243
COASTLINE	26,019,936	14.55%	16.25%	-486,509	25,533,427	2,699,200	28,232,627
DISTRICTWIDE (ADMIN 9)	18,719,695	10.47%		0	18,719,695		18,719,695
DISTRICT OFFICE	14,820,971	8.29%	9.26%	-277,116	14,543,855		14,543,855
TOTAL	178,797,155	100.00%	100.00%	-2,993,057	175,804,098	12,666,421	188,470,519

IF CURRENT YEAR UNRESTRICTED REVENUES ARE LESS THAN THE BASE ALLOCATION, THE DIFFERENCE WILL BE CUT PROPORTIONATELY FROM ALL DISTRICT ENTITIES. IF THE AMOUNT IS GREATER, IT WILL BE HELD FOR DISTRIBUTION.

TOTAL ALLOCATION PLUS POSITIVE FOR DISTRIBUTION EQUALS TOTAL REVENUES AVAILABLE.

DISTRICTWIDE NET BEGINNING BAL	12,000,000
TOTAL ENTITY BALANCES	600,000
TOTAL ALLOCATION	188,470,519
TOTAL BUDGET	201,070,519

ORANGE COAST
GOLDEN WEST
COASTLINE
DISTRICTWIDE (ADMIN 9)
DISTRICT OFFICE
RESERVE & TRANSFERS
TOTAL

2009-2010
ALLOCATION
79,333,099
47,641,243
28,232,627
18,719,695
14,543,855
12,600,000
201,070,519

HEALTH BENEFITS REPORT

CCCD HEALTH BENEFITS REPORT 2009-2010 TENTATIVE BUDGET

MEDICAL PLANS										5/21/2009
MONTHS	2004-05 ACTUAL	2005-06 ACTUAL	2006-07 ACTUAL	2007-08 ACTUAL	2008-09 ACTUAL	DIFFERENCE 08-09 to 07-08	% (+ OR -)	PROJECTED % INCREASE FOR 2009-10	PROJECTED \$ TOTAL FOR 2009-10	PROJECTED \$ INCREASE FOR 2009-10
SELF INSURED MEDICAL PLAN CLAIMS										
JULY	\$1,117,754	\$603,787	\$659,221	\$705,041	\$716,138	\$11,097	1.57%	0.00%	\$723,299	\$7,161
AUGUST	781,371	824,244	756,207	926,666	983,547	\$56,881	6.14%	0.00%	\$993,382	\$9,835
SEPTEMBER	1,103,394	592,315	1,110,597	800,773	1,111,553	\$310,780	38.81%	0.00%	\$997,669	(\$113,884)
OCTOBER	1,001,133	841,919	787,018	970,851	932,191	(\$38,660)	-3.98%	0.00%	\$941,513	\$9,322
NOVEMBER	999,462	839,256	961,882	880,450	724,117	(\$156,333)	-17.76%	0.00%	\$731,358	\$7,241
DECEMBER	385,660	477,923	330,690	423,536	376,407	(\$47,129)	-11.13%	0.00%	\$380,171	\$3,764
JANUARY	1,150,607	1,330,059	1,177,552	1,231,733	1,239,669	\$7,936	0.64%	0.00%	\$1,252,066	\$12,397
FEBRUARY	605,410	611,900	779,678	1,547,630	757,328	(\$790,302)	-51.07%	0.00%	\$764,901	\$7,573
MARCH	652,662	832,175	696,638	957,875	880,284	(\$77,591)	-8.10%	0.00%	\$889,087	\$8,803
APRIL	665,513	733,674	912,334	912,723	1,013,496	\$100,773	11.04%	0.00%	\$873,860	(\$139,636)
MAY	732,736	1,026,284	999,079	951,760	950,000	(\$1,760)	-0.18%	0.00%	\$959,500	\$9,500
JUNE	774,325	743,484	796,505	792,134	780,000	(\$12,134)	-1.53%	0.00%	\$787,800	\$7,800
EXCESS CLAIMS	-116,172	-108,098	-100,778	-702,734	-406,977	\$295,757	0.00%	0.00%	\$0	\$0
TOTAL	9,853,855	9,348,922	9,866,623	10,398,438	10,057,753	-340,685	-3.28%	2.35%	10,294,606	\$236,853
AVERAGE	821,155	779,077	822,219	866,537	838,146	-28,390	-3.28%	2.35%	857,884	\$19,738
PRESCRIPTION DRUG PROGRAM										
12 MONTHS	4,474,970	4,628,350	4,948,745	5,088,954	5,326,000	\$237,046	4.66%	0.50%	\$5,352,630	\$26,630
AVERAGE	372,914	385,696	412,395	424,080	532,600	\$108,521	25.59%	0.42%	\$446,053	\$2,219
PRESCRIPTION ADMINISTRATIVE FEE										
12 MONTHS	6,523	9,900	14,903	20,509	15,000	(\$5,509)	-26.86%	0.00%	\$15,000	\$0
STOP-LOSS INSURANCE										
12 MONTHS	708,849	635,444	780,484	835,358	935,000	\$99,642	11.93%	2.00%	\$953,700	\$18,700
ADMINISTRATIVE FEE - PCA										
12 MONTHS	450,736	461,351	503,894	492,823	510,000	\$17,177	3.49%	5.00%	\$535,500	\$25,500
CONSULTANT FEE - DRIVER										
12 MONTHS	55,000	55,000	55,000	55,000	55,000	\$0	0.00%	0.00%	\$55,000	\$0
CONVERSION FEE										
12 MONTHS	7,235	6,738	6,654	6,387	6,217	(\$170)	-2.66%	0.00%	\$6,217	\$0
TOTAL SELF INSURED MEDICAL PLAN										
12 MONTHS	15,557,168	15,145,705	16,176,303	16,897,469	16,904,970	7,501	0.04%	1.82%	17,212,653	307,683
# OF EMPLOYEES	1,411	1,410	1,396	1,398	1,390				1,390	
PER EMPLOYEE COST	11,026	10,742	11,588	12,087	12,162				12,383	
KAISER										
12 MONTHS	1,813,347	1,977,785	2,205,931	2,466,019	2,777,000	310,981	12.61%	10.04%	\$3,055,807	278,807
PACIFICARE										
12 MONTHS	3,065,871	3,653,890	4,190,042	4,961,678	5,774,000	812,322	16.37%	8.86%	\$6,285,536	511,536
TOTAL HMO										
12 MONTHS	4,879,218	5,631,675	6,395,973	7,427,697	8,551,000	1,123,303	15.12%	9.24%	9,341,343	790,342
# OF EMPLOYEES	684	709	752	811	888				888	
PER EMPLOYEE COST	7,133	7,943	8,505	9,159	9,630				10,520	
TOTAL ALL MEDICAL PLANS										
12 MONTHS	20,436,386	20,777,380	22,572,276	24,325,166	25,455,970	1,130,804	4.65%	4.31%	26,553,896	1,098,026
# OF EMPLOYEES	2,095	2,119	2,148	2,209	2,278				2,278	
PER EMPLOYEE COST	9,755	9,805	10,509	11,012	11,175				11,657	

CCCD HEALTH BENEFITS REPORT 2009-2010 TENTATIVE BUDGET

MONTHS	2004-05 ACTUAL	2005-06 ACTUAL	2006-07 ACTUAL	2007-08 ACTUAL	2008-09 ACTUAL	DIFFERENCE 08-09 to 07-08	% (+ OR -)	PROJECTED % INCREASE FOR 2009-10	PROJECTED \$ TOTAL FOR 2009-10	PROJECTED \$ INCREASE FOR 2009-10
SELF INSURED DENTAL PLAN CLAIMS										
12 MONTHS	2,355,236	2,402,715	2,366,274	2,490,517	2,719,000	\$228,483	9.17%	7.55%	\$2,924,203	205,203
# OF EMPLOYEES	2,020	2,024	2,037	2,068	2,110				2,110	
PER EMPLOYEE COST	1,166	1,187	1,162	1,204	1,289				1,386	
VISION SERVICE PLAN/VISION SERVICE PLAN ADMINISTRATIVE FEE										
12 MONTHS	359,882	361,155	372,127	392,740	396,600	3,860	0.98%	0.37%	\$398,057	1,457
# OF EMPLOYEES	1,939	1,930	1,946	1,976	1,978				1,978	
PER EMPLOYEE COST	186	187	191	199	201				201	
LIFE INSURANCE										
12 MONTHS	\$823,355	\$777,853	\$785,311	\$949,748	\$1,085,700	\$135,952	14.31%	1.87%	\$1,106,000	\$20,300
LONG-TERM DISABILITY INSURANCE										
12 MONTHS	339,812	319,024	328,973	428,454	477,600	\$49,146	11.47%	0.00%	\$477,600	\$0
CARE RESOURCES										
12 MONTHS	42,449	42,218	41,815	14,778	47,400	\$32,622	220.75%	7.50%	\$50,955	\$3,555
MEDICARE REIMBURSEMENT										
12 MONTHS	198,747	240,536	315,918	327,005	336,600	\$9,595	2.93%	0.00%	\$336,600	\$0
MISC.										
12 MONTHS	0	0	0	0	0	\$0	0.00%	0.00%	\$0	\$0
TOTAL OTHER	1,404,363	1,379,631	1,472,017	1,719,985	1,947,300	227,315	13.22%	1.23%	1,971,155	\$23,855
TOTAL ALL PLANS	24,555,867	24,920,881	26,782,694	28,928,408	30,518,870	1,590,462	5.50%	4.35%	31,847,411	1,328,541
REBATES & EMPLOYEE CONTRIBUTIONS										
CONTRIBUTIONS	2,484,838	2,490,052	2,841,695	3,177,521	3,518,000	340,479	10.72%	3.75%	\$3,650,000	132,000
NET COST - ALL PLANS	22,071,029	22,430,829	23,940,999	25,750,887	27,000,870	1,249,983	4.85%	4.43%	28,197,411	1,196,541
# OF EMPLOYEE	2,059	2,070	2,089	2,144	2,203				2,203	
PER EMPLOYEE COST	10,719	10,836	11,461	12,011	12,256	246	2.05%	4.43%	12,800	543

CCCD HEALTH BENEFITS REPORT 2009-2010 TENTATIVE BUDGET

PROJECTIONS PROVIDED BY DRIVER ALLIANT FOR 2009-2010 AS OF 4/15/09 BASED ON PAID CLAIMS.

MEDICAL	SINGLE	MONTHLY RATE	FAMILY	MONTHLY RATE	TOTAL
SELF INSURED	619	\$507.34	765	\$1,464.50	\$17,212,653
KAISER	133	\$408.31	195	\$1,061.60	\$3,055,807
PACIFICARE	173	\$444.56	387	\$1,191.35	\$6,285,536
TOTAL	925		1,347		
TOTAL MEDICAL					\$26,553,995
DENTAL	726	\$56.93	1,384	\$146.21	\$2,924,203
VISION	647	\$8.17	1,331	\$20.95	\$398,057
OTHER INSURANCE					\$1,971,155

TOTAL PROJECTED WITHOUT RESERVE FOR RUNOUT CLAIMS **\$31,847,411**

FUNDS AVAILABLE FROM EMPLOYEES & RETIREES **\$3,650,000**

GENERAL FUND CONTRIBUTION REQUIRED FOR HEALTH INSURANCE **\$28,197,411**

OF EMPLOYEES COVERED **2,203**

PER EMPLOYEE COST FOR 2009-10 **12,800**

NET \$ INCREASE FROM ACTUAL 2008-09 TO PROJECTED COST FOR 2009-10 **\$1,196,541**

NET % INCREASE FROM ACTUAL 2008-09 TO PROJECTED COST FOR 2009-10 **4.43%**

NET \$ INCREASE FROM BUDGETED 2008-09 TO PROJECTED COST FOR 2009-10 **\$822,538**

NET % INCREASE FROM BUDGETED 2008-09 TO PROJECTED COST FOR 2009-10 **3.00%**

AVAILABLE RESERVE AS OF 6/30/09 FOR RUNOUT CLAIMS **\$2,000,000**

PROJECTED RESERVE REQUIRED FOR IBNR MEDICAL CLAIMS AS OF 6/30/09 **\$1,800,000**

DISTRICT ADMINISTRATION IS RECOMMENDING FUNDING OF \$ 12,800.00 PER EMPLOYEE BASED ON HISTORICAL PERFORMANCE OF LAST TEN YEARS.

